



Mi Specialty Ltd

Management Liability Insurance Policy Wording

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Your Policy

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. The **policy** wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what a word means and are highlighted in bold print. Details of the Policy definitions can be found on page 30.

Headings have been used for **your** guidance and do not form part of the contract.

To help **you** understand the cover provided **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy exclusions, the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Signed for and on behalf of the Insurers

A handwritten signature in blue ink that reads "James Wheddon". The signature is fluid and cursive, with the first name clearly legible.

James Wheddon
Director
Mi Specialty Ltd



Legal and regulatory advice and services included in your policy from rradar

Important information

Legal Advice Line service: Mon to Fri, 8am – 6pm (excluding public holidays)

Telephone: **0800 955 6111**

Email: contactus@rradar.com

24/7 Out of hours crisis line: **0800 955 6222**

rradar account dashboard: my.rradar.com

rradar website: www.rradar.com

(policyholders can log in to their **rradar** account from the website)

Please have your policy number and policy schedule available when you get in touch.



Legal regulatory and risk management advice included in your policy

rradar is a specialist litigation and commercial law firm that uses legal expertise and digital tools to proactively manage, advise and deliver business solutions to reduce business risk. **Your policy** gives **you** access to a wide range of business support and legalservices from **rradar**.

By combining professional legal representation and specialist advisory services, **rradar's** team can answer **your** questions, educate **your** business, and assist with many legal and regulatory issues which **you** could face, including concerns regarding:

- Human resources and employment
- Health and safety and environmental regulations
- Business related crime and regulation
- Tax
- Corporate governance
- Directors duties
- Commercial contracts
- Data protection and information law -
- Road traffic law

How to access **rradar's** advisory services

Your insurance broker will send **your policy** details to **rradar** to be registered, this will include **your** email address.

When registered, **you** will receive an email from **rradar** requesting that **you** activate **your rradar** account by setting a password.

Once activated, **you** can access the **my.rradar** dashboard and launch all the digital tools and resources included under **your policy**.

If **you** have not received an activation email from **rradar** or **you** are unsure **your policy** has been registered by **your** insurance broker, please check by emailing contactus@rradar.com including **your policy** schedule or by calling **0800 955 6111**.

Legal advisory services under your policy

To access the digital tools under your policy please log in to my.rradar.com rradarstation

Policyholders have unlimited 24/7 access to **rradarstation**, an online self-service website that provides policyholders with expert advice articles, answers to common legal questions, downloadable documents and letter templates, checklists, videos and webinars.

Advice topics include employment and HR processes and procedures, business related crime and regulation, GDPR and data protection, health and safety information, tax and commercial and corporate guidance.

All written in straightforward everyday language, verified by **rradar's** legal teams, and designed to help manage and minimise legal risks. Policyholders can give unlimited numbers of users across their organisation permission to access and use this digital platform.

Within **rradarstation** sits **rradargrace**, the virtual legal assistant that provides answers to common legal questions and can bring forward relevant templates and guidance from the resources within the **rradarstation** website. **rradargrace** can also connect users to an expert advisor if further detailed advice or support is required.

rradargrace

Available to download from the App store or Google Play Store.

rradargrace is also accessible as a mobile app, or **you** can talk directly to it from **your** web browser. Use **your rradar** account details to log on and get legal support on the go. Policyholders can give unlimited numbers of users across their organisation permission to access and use this digital tool.

rradargrace gives **you** quick and convenient access, provides answers to common legal questions and FAQ information and links to **rradarstation** website resources, all delivered to **your** smartphone or other device, wherever **you** are, whenever **you** need them.

rradarreport

Available to download from the App Store or Google Play Store.

rradarreport is the digital platform for recording major, minor and near miss incidents in **your** workplace and designed to help businesses document, manage and respond to health and safety risks across their organisation.

Policyholders and unlimited numbers of users across their organisation, with the appropriate level of permission, can access the 24/7 online system to view and accurately and quickly input the full circumstances of an incident, whether it is a near miss, a minor incident, or major incident that is reportable under RIDDOR.

Following the creation of a RIDDOR reportable/major incident record, the primary user, a person with RIDDOR responsibilities for **your** organisation, will be contacted by **rradar's** health and safety legal team who will advise on the major/reportable incident.

Incident information inputted into the system will provide graphical and statistical reports for incident trend analysis and help **you** spot health and safety spikes, allowing managers to take appropriate actions and limit future incidents occurring.

rradarrisk

Access to **rradarrisk** is via the Risk Analysis Tool tab on the **my.rradar** dashboard.

rradarrisk is an integrated analytics tool that creates a unique profile of **your** business, helps to highlight potential risks **you** could be exposed to, and includes easy to read risk level indicator charts and offers next step guidance to help **you** mitigate **your** risks before they become a problem.

Legal Advice Line service

Tel: **0800 955 6111**, Email: contactus@rradar.com
8am – 6pm Mon – Fri (excluding public holidays)



Policyholders can contact **rradar's** team of highly experienced specialist lawyers and advisors for proactive advice and next step guidance across a wide range of legal, business and operational sectors. These include guidance on issues relating to HR and employment, GDPR and data protection, Tax, Health and safety, business crime and regulation, corporate governance and more.

There is no limit to the number of times **you** can contact the Legal Advice Line service, neither is there a limit to the time it takes for the team to support **you**, so provided the advice is within the scope of the Legal Advice Line service, there are no billable charges.

Discussions and advice provided by the Legal Advice Line service are legally privileged meaning they are protected and confidential.

For services that fall outside the scope of the Legal Advice Line service, **rradar** will agree a clear fixed fee in advance. These services could include a detailed review of legal documents or the preparation of letters or emails to a third party or the drafting or production of documents.

Out of hours Legal Crisis Line:

Tel: **0800 955 6222** – available evenings, weekends and public holidays



If a business-related crime or emergency occurs, policyholders can call the 24/7 Legal Crisis Line and speak directly to a specialist lawyer who will advise on how to best work with the police, Health and Safety Executive and all other investigation and regulatory bodies.

Crisis PR line:

Tel: **0800 955 6111** between 8am – 6pm, Mon - Fri and via the out of hours Legal Crisis Line telephone: **0800 955 6222** for critical PR support in difficult and challenging situations.



Legal representation for claims and investigations

Included in **your policy** is access to **rradar's** specialist legal teams and, cover permitting, this includes full legal representation for claims and investigations as the policy defines them.

Keeping you up to date

rradar can provide policyholders with regular updates on new digital tools, legal and regulatory blogs, regular email newsletters, webinar invites and more.

Making a claim

Please check **your** schedule of insurance and full **policy** wording on the cover, sums insured, limits, excesses, warranties, conditions, exclusions and extensions of cover purchased by **your** business. If **you** are unsure of any aspect of cover please contact **your** insurance broker in the first instance.

If notifying a claim, you or your insurance broker should email full details of the claim to: claims@rradar.com

Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please follow the instructions within the "Making a complaint" page within the **policy**.

rradar Limited is a licensed body authorised and regulated by the Solicitors Regulation Authority ("SRA") under licence number 608114. The regulations of the SRA, which is the regulatory body for solicitors in England and Wales, can be found at www.sra.org.uk. **rradar** (Scotland) Limited is a multi-national practice recognised and regulated by the Law Society of Scotland ("LSS") under registration number 50480. The regulations of the LSS, which is the representative and regulatory body for regulated firms, for Scottish qualified solicitors, and for other regulated individuals, can be found at www.lawscot.org.uk.

Policy Conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

- 1 Cancel the **policy**;
- 2 Declare **your policy** void (treating **your policy** as if it had never existed);
- 3 Change the terms of **your policy**;
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of any **claim** payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your claim** and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your** business, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS).

In either case this will not affect **your** right to take legal action against **us** over this disagreement.

Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
2. **We** can cancel the Employment practices liability section and/or the Company legal liability section immediately, if the premium has not been paid.

Cancellation of this **policy** will not affect any **claims** or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy**; in this case cover will cease on the expiry date.

Claims conditions

You and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is later determined that there is no cover under this **policy**.

If a **claim** is made which is not completely covered by any section of this **policy**, **we** will agree with **you** or any **insured person** a fair allocation between **loss** (as defined in each section of the **policy**) that is covered and **loss** (as defined within each section of the **policy**) not covered by this **policy**.

Claims notification condition

You must:

1 as soon as possible within the **period of insurance** or at the latest within 30 days after it expires:

- a give **us**, and/or **rradar** where appropriate, notice of any **claim** and/or **investigation** under this **policy**, in accordance with the terms of each section
- b give **us**, and/or **rradar** where appropriate, all the information **we** request

2 immediately

- a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
- b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section
- c unless otherwise agreed by **us** in writing, notify the police of any fraudulent or criminal activity upon discovery.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**.

Claims procedures condition

- 1 **You** must take, or allow others to take, practical steps to minimise any **claim** and/or **investigation**.

Policy Conditions

- 2 At **your** expense **you** must provide **us** with
- full details in writing and any further information **we** may reasonably require
 - any assistance to enable **us** to settle or defend a **claim** and/or **investigation**
 - details of any other relevant insurances.
- 3 Full details of **your claim** and/or **investigation** must be provided to **rradar**. Unless otherwise agreed in writing by **us** or **rradar**, **rradar** will handle **your claim**. **You** must not appoint other legal representation without **our** prior approval. Any costs incurred without **our** approval will not be met. Where **we** agree to legal representation other than **rradar**, the maximum following hourly rates shall apply:
- Partner (at least 10 years postqualification experience) – £185 per hour,
Associate (at least 5 years postqualification experience) – £150 per hour,
Solicitor (under 5 years postqualifications experience) – £115 per hour,
Paralegal/trainee – £90 per hour.
- If it is not possible to obtain **our** consent before incurring **defence costs**, **we** will agree to this providing **our** agreement is obtained within 14 days.
- Where a **claim** is made or an **investigation** commences against **you** and/or more than one **insured person**, unless there is a conflict of interest, the same legal representative should be used.
- 4 **You** must not accept, negotiate, pay, settle, admit or reject any **claim** and/or **investigation** without **our** prior written consent.
- 5 **We** have the right to fully participate in the defence of any **claim** and/or **investigation**. **We** will also have the right to defend any **claim** made against **you**.
- 6 Under the Employment practices liability section of **your policy**, where it is assessed by **us** and **your** legal representation that the **claim** has greater than 60% prospect of a successful defence, **you** shall have the right to decide whether to defend the **claim** or agree a settlement.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
- if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had you made a fair presentation, then **we** can elect to make **your policy** void and return your premium or
- if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:

Policy Conditions

- a** reduce proportionately any amount paid or payable in respect of a **claim** under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable; and/or
 - b** treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4** Where **we** elect to apply one of the above then
 - a** if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
 - b** **we** will apply the formula calculated by reference to the premium that would have been charged to **claims** from the start of the **policy**, or the date of variation or from the date of renewal
 - c** **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1** knowingly makes a fraudulent or exaggerated claim under **your policy**
- 2** knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- 3** knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will:

- a** refuse to pay the claim
- b** declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in the Employment practices liability and Company legal liability sections being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any **circumstance** during the current **period of insurance** the annual premium remains due in full.

Law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Notification of potential claims

You must as soon as possible and in the **period of insurance** give **us** notice of any **circumstance** giving reasons why it is a **circumstance** and including full details of the people and dates involved.

Where **we** accept the **circumstance** any future **claim** arising from this **circumstance** shall be deemed to have been made in the **period of insurance** in which the **circumstance** was first notified.

Policy Conditions

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** and/ or **investigation** or provide any benefit under **your policy** to the extent that the provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights of this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Policy exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

The Policy exclusions are set out below and apply to **your policy** as a whole.

There are also specific exclusions under each section of cover under the heading 'What is not covered'.

Bodily injury or property damage exclusion

We will not cover any **claim** or **loss** (as defined in each section of the **policy**):

- 1 for psychological or emotional distress other than an **employment practice claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 for the **loss**, damage or destruction of any tangible property including **loss** of use of that property.

Breach of professional duty exclusion

We will not cover any **claim**, **loss** (as defined in each section of the **policy**) or **investigation** caused by a breach of or failure to provide professional duties or services.

This exclusion will not apply to a **claim** for any actual or alleged failure to supervise the performance of any professional services.

Defined benefit pension schemes exclusion

We will not cover any **claim**, **loss** (as defined in each section of the **policy**) or **investigation** caused by:

- 1 **Your** or an **insured person's** operation or administration or participation in any defined benefit pension scheme
- 2 **Your** or an **insured person's** breach of any legislation or regulation relating to any defined benefit pension scheme.

Excess exclusion

We will not pay the **excess** detailed in **your policy** schedule (under each section of cover). The **excess** shall only be payable at the conclusion of any **claim** and/or **investigation**.

Overseas subsidiary company exclusion

We will not cover any **claim**, **loss** (as defined in each section of **your policy**) or **investigation** brought by or made against any of **your subsidiary** companies (or their **Insured persons**) which are not registered in either the United Kingdom, the Channel Islands or the Isle of Man.

Prior claims, investigations and circumstances exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim**, **investigation** or **circumstance** which **you** were aware of before the start of the **period of insurance**.

Policy exclusions

Prior litigation exclusion

We will not cover any **claim**, **loss** (as defined in each section of the **policy**) or **investigation** caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person**, **you** or an **outside company** started before the date of **your** first purchase of Directors' and officers' liability insurance.

Share offerings exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim** for a **wrongful act** relating to any actual public offering, or Private Offering over £5m, of **your** share capital unless:

- 1 **we** have given **our** prior written agreement; and
- 2 **you** have paid any additional premium and accepted any amendments **we** may need to make to the terms and conditions of this **policy**.

Takeovers and mergers exclusion

We will not cover any **loss** (as defined in each section of the **policy**) or **investigation** caused by any **claim** for a **wrongful act** after **you**:

- 1 merge or consolidate with another company; or
- 2 any party acquires more than 50% of **your** issued share capital.

Policy extensions

Extended claims notification period cover

Your schedule will show if you have this cover.

If we or you refuse to renew the policy for any reason other than nonpayment of premium or insolvency, you may purchase an extended claims notification period of 12 months upon payment of 50% of the full policy annual premium.

This extended notification period is only available if:

- 1 we receive your written notice of purchase within 30 days following the end of the period of insurance; and
- 2 the policy is not replaced by any other policy; and
- 3 at the end of the period of insurance, you have not merged with another company, nor has any party acquired 50% or more of your issued share capital.

If we offer renewal terms, conditions, limits of liability or premiums that are different from those of the expiring policy, this does not mean a refusal to renew.

Condition of the cover

Where you have taken this cover, the policy Claims notification condition on page 8 is deleted and replaced with the following:

You must:

- 1 as soon as possible within the extended notification period
 - a give us notice of any claim under this policy, in accordance with the terms of each section
 - b give us all the information we request
- 2 immediately
 - a on receipt send us every letter, court order, summons or other legal documents served upon you
 - b tell us about any investigation, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim, in accordance with the terms of each section
 - c notify the police of any fraudulent or criminal activity upon discovery.

If you do not comply with this condition we have the right to refuse to pay your claim. We will not refund any premium to you if you cancel the extended notification period before it ends.

Directors' and officers' liability section

Your schedule will show if this section is covered.

Contents of this section

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Meanings of defined terms

You can find the meanings for words in bold on page 33. There are some words that may only appear in this section or are defined differently. You can find the meanings to the defined terms for this section on page 34.

Limit of cover

The most **we** will pay for any one **claim** or **investigation** is the **limit of liability**. This limit will apply regardless of the number of **insured persons**.

✓ What is covered

Additional limit for non-indemnifiable loss cover

Where the **limit of liability** has been exhausted, the **limit of liability** shall be increased by £100,000 per **claim** and/or **investigation** for each **insured person** provided that such limit shall be excess of:

- 1 any other available insurance
- 2 any other available indemnification.

Bail costs cover

We will pay on behalf of any **insured person** **bail costs** caused by a **claim** for a **wrongful act**.

Brexit cover

We will pay for any **insured person's loss** caused by a **claim** for a **wrongful act** or **investigation costs** cover in connection with the withdrawal of the United Kingdom from the European Union.

Circumstance investigation costs cover

We will pay the costs of **rradar** legal in the **investigation** of any **circumstance** reported to **us** during the **period of insurance** including the steps that might be appropriate to avert or reduce the potential of a **claim**. Such costs shall solely be payable where deemed required by **us** or **rradar**.

The most **we** will pay under this cover is £50,000 any one **claim**.

This is also the most **we** will pay for all **circumstance investigation claims** in any one **period of insurance**.

Claims against an insured person cover

We will pay the **loss** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

Directors' and officers' liability section

Company reimbursement cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **claim** for a **wrongful act**.

Compensation for court attendance cover

We will pay **you** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or **investigation**.

Crisis public relations costs cover

We will pay **crisis public relations costs** for any **insured person** caused by a **claim** for a **wrongful act** or **investigation**.

Deprivation of assets cover

We shall pay the **loss** of any **insured person** for **deprivation of asset expenses**.

The most **we** will pay under this cover is £250,000 for any one **claim**.

This is also the most **we** will pay for all **deprivation of asset claims** in any one **period of insurance**.

Directors personal tax cover

We will pay the **defence costs** of any director or partner in a personal **tax investigation** where **rradar** assess such **defence costs** will mitigate or avoid a **claim** against an **insured person**.

The most **we** will pay under this cover is £25,000 any one **claim**. This is also the most **we** will pay for all personal **tax investigation claims** in any one **period of insurance**. **Defence costs** are solely restricted to the costs of **rradar** legal.

Employment practice claims cover

We will pay for the **loss** caused by an **employment practice claim** during the **period of insurance** brought by a current, former or potential **employed person**.

This cover does not apply if the **insured person** is covered under the Employment practices liability section of this **policy**.

Extradition proceedings cover

We will pay, for any **insured person**, the **loss** caused by any **extradition proceedings** against any **insured person** during the **period of insurance** caused by a **claim** for any **wrongful act**.

Insolvency hearing costs cover

We will pay the **insolvency hearing costs** of any **insured person**.

The most **we** will pay under this cover is £25,000 any one **claim**.

This is also the most **we** will pay for all **insolvency hearing costs claims** in any one **period of insurance**.

Investigation costs cover

We will pay the **investigation costs** caused by an **investigation**. Such costs shall only be incurred from the date an **insured person** is notified as being subject to an **investigation**.

Management buy-out cover

If during the **period of insurance** members of **your** existing management team conduct a management buy-out, **we** agree to provide cover to the same level and terms as this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** carried out by any **insured person** within this 30 day period.

Manslaughter claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

Directors' and officers' liability section

Outside company cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role as a director, trustee or officer of an **outside company**.

Provided that the **insured person** acts in that role at **your** written request and

the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

We will only pay after any cover provided by the **outside company** to its directors or officers and any other insurance available to its directors and officers has been used.

Pension or employee benefit schemes cover

We will pay for the **loss** caused by a **claim** for a **wrongful act** in connection with an **insured person's** operation or administration of any of **your** pension schemes (other than a defined benefit scheme), employee benefit schemes or trust funds.

Personal charity or Not for profit association cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role in a personal capacity as a director or officer of a charity or any not for profit organisation.

Pollution claims cover

We will pay for the **loss** arising from **pollution** caused by a **claim** for any **wrongful act**.

Retired insured person cover

In the event that this **policy** is not renewed or replaced with a similar policy, cover will continue for any **insured person** who voluntarily stops being an **insured person** before the date of non-renewal for reasons other than:

- 1 disqualification from holding such position; or
- 2 a takeover or merger,

Cover will continue for an unlimited period from the date of non renewal (the 'run-off period'), provided that:

- a cover will only apply to **claims** caused by any **wrongful act** carried out or alleged before the date of retirement of the **insured person**
- b the run-off period will run at the same time as any extended notification period
- c no similar insurance is in place elsewhere.

Safety legislation claims cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

Tax cover

If **you** become insolvent, this section will extend to pay for any **claim** against an **insured person** alleging a **wrongful act** relating to **your** unpaid tax liability within the **policy territories**.

Optional Section – extension of cover

Takeovers and mergers extension of cover

Your policy schedule will show if **you** have this cover.

If during the **period of insurance you**:

- 1 merge with another company, or
- 2 any party acquires more than 50% of **your** issued share capital, **you** may on payment of an additional premium, of 200% of the annual **policy** premium, request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**.

This extension only applies to **claims** caused by any **wrongful act** carried out or alleged before the date of the takeover or merger.

Directors' and officers' liability section

X What is not covered

Deliberate or dishonest acts exclusion

We will not cover any **claim, loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

This exclusion will only apply after a court ruling or an admission by an **insured person** that such an act did take place.

Related party claims in the United States of America exclusion

We will not cover any **claim, loss** or **investigation** caused by any **claim** brought by **you**, an **outside company** or an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to:

- 1 **defence costs**
- 2 any shareholder derivative proceedings in **your** name without **your** or any **insured person's** solicitation, assistance or participation
- 3 any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body
- 4 any **employment practices claim**
- 5 any **claim** made by a previously **insured person** of **yours**
- 6 any **claim** seeking a contribution or indemnity if that **claim** would be covered by this section if made against an **insured person**.

Specific United States of America legislation exclusion

We will not cover any **claim, loss** or **investigation** caused by the following legislation in the United States of America:

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

Section conditions

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The policy condition, Fair presentation of risk condition on page 9 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

In these circumstances **we** waive **our** right to cancel the **policy** on the grounds of non-disclosure, misrepresentation nor fraud.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

Employment practices liability section

Your schedule will show if this section is covered.

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Meanings of defined terms

You can find the meanings for words in bold on page 33. There are some words that may only appear in this section or are defined differently. You can find the meanings to the defined terms for this section on page 35.

Limit of cover

The most we will pay for any one claim including defence costs and/or investigation costs is the limit of liability. This limit will apply regardless of the number of insured persons.

✓ What is covered

Claims by employees cover

We will pay for you or any insured person's loss caused by a claim by an employed person alleging an employment practice wrongful act.

The excess will not apply to any claim brought only against an insured person.

Claims by others cover

We will pay for you or any insured person's loss caused by a claim by anyone other than an employed person alleging an employment practice wrongful act.

Compensation for court attendance cover

We will pay you at the rate of £250 per day for each insured person and any accompanying husband, wife, civil or unmarried partner provided such insured person's attendance is needed in court in connection with any claim or investigation.

Investigation costs cover

We will pay for you or any insured person's investigation costs caused by an investigation first notified as being required during the period of insurance.

The excess will not apply to any investigation that only involves an insured person.

Management buy-out cover

If during the period of insurance members of your existing management team conduct a management buy-out, we agree to provide cover for the new company at the same level and terms of this policy for a period of 30 days from the buy-out date for any employment practice wrongful act carried out by any insured person within this 30 day period.

Employment practices liability section

Outside company cover

We will pay for the loss incurred by any insured person for any employment practice wrongful act carried out by an insured person in their role as an employed person of an outside company.

Provided that the insured person acts in that role at your written request and the claim does not arise from a wrongful act carried out after the insured person stopped acting in this role.

We will only pay after any cover provided by the outside company to its directors or officers and any other insurance available to its directors and officers has been used.

X What is not covered

Claims outside of the United Kingdom exclusion

We will not cover any **claim, loss** or **investigation** caused by any **employment practice claim** outside of the United Kingdom.

Collective bargaining agreements exclusion

We will not cover any **claim** caused by **your** failure to act in accordance with any collective bargaining agreement other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

Contractual payments exclusion

We will not cover any **claim** or any aspect of a settlement caused by **your** failure to pay any amount **you** must pay under contract to an **employed person**.

This includes but is not limited to:

- 1 payments for notice periods (contractual or statutory); or
- 2 any breach of any minimum wage requirements.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Deliberate and dishonest acts exclusion

We will not cover any deliberate breach of employment regulation, deliberately not following the advice provided by the employment helpline or other solicitor/human resources advisor, or any other dishonest or fraudulent act carried out by **you** or any of your senior management or human resources department.

Legal requirements exclusion

We will not cover any **claim, loss** or **investigation** caused by **your** legal duties in relation to **your**:

- 1 health and safety requirements
- 2 payment of unemployment benefits
- 3 payment of social security benefits
- 4 payment of retirement benefits
- 5 payment of disability benefits

This exclusion does not apply to **defence costs** for any **claim** caused by **retaliatory treatment**.

Non-compensatory payments exclusion

We will not cover any **claim, loss** or **investigation** caused by:

- 1 the failure to pay for anyone else's liability which **you** must legally take on under any contract or agreement. This does not apply to any **claim** that would have happened without such contract or agreement
- 2 any non-financial order
- 3 any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employed person** other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Employment practices liability section

Pension rights exclusion

We will not cover any **claim** caused by:

- 1 any **employed person's loss** of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme
- 2 the operation or administration of any pension or employee benefit scheme or trust fund
- 3 **your** breach of any legislation or regulation related to these activities.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Protective award exclusion

We will not cover any **loss** caused by any **claim** related to **your** failure to comply with the duty to consult requirements related to a redundancy situation under sections 188 to 192 Trade Union and Labour Relations (Consolidation) Act 1992. This exclusion does not apply to **defence costs**.

Tax exclusion

We will not cover any **claim** caused by **your** failure to pay taxes. This exclusion does not apply to **defence costs** and/or **investigation costs**.

Trade Union membership exclusion

We will not cover any **claim** caused by membership or non-membership of any trade union or similar organisation other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

Transfer of Undertakings exclusion

We will not cover any **loss** caused by any **claim**:

- 1 brought against **you** under the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 2 brought against **you** under the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 3 For an **employment practice wrongful act** which occurred prior to a TUPE transfer of an **employed person** to **you**. This exclusion does not apply to **defence costs**.

Section conditions

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The policy condition, Fair presentation of risk condition on page 10 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

With respect to any **claim** made against **you**. Only statements made (whether in the initial application for insurance or otherwise) and information possessed by any Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of the Company or any other person authorised by the Company to make statements or complete the application shall be attributed to **you** in determining whether cover applies under **your policy**.

Company legal liability section

Company legal liability section

Your schedule will show if this section is covered.

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Meanings of defined terms

You can find the meanings for words in bold on page 33. There are some words that may only appear in this section or are defined differently. You can find the meanings to the defined terms for this section on page 35.

Limit of cover

The most we will pay for any one claim including defence costs and/or investigation costs is the limit of liability.



What is covered

Breach of Data Protection cover

We will pay for your loss for a breach of Data Protection law.

Brexit cover

We will pay for your loss caused by a claim for a wrongful act or investigation costs cover in connection with the withdrawal of the United Kingdom from the European Union.

Circumstance investigation costs cover

We will pay the costs of rradar legal in the investigation of any circumstance reported to us during the period of insurance including the steps that might be appropriate to avert or reduce the potential of a claim. Such costs shall solely be payable where deemed required by us and/or rradar.

The most we will pay for all circumstance investigation claims in any one period of insurance is £50,000.

Compensation for court attendance cover

We will pay you at the rate of £250 per day for each insured person and any accompanying husband, wife, civil or unmarried partner provided such insured person's attendance is needed in court in connection with any claim or investigation.

Contractual liability cover

We will pay your defence costs caused by any contractual liability claim. The most we will pay under this cover is £100,000 for any one claim. This is also the most we will pay for all contractual liability claims in any one period of insurance.

Company legal liability section

Crisis public relations costs cover

We will pay crisis public relations costs caused by any claim or investigation made against you for a wrongful act.

Data protection breach cover

We will pay the costs of **rradar** legal in contacting your customers and suppliers as legally required following a data protection breach.

The most we will pay under this cover is £100,000 for any one claim. This is also the most we will pay for all data protection breach cover claims in any one period of insurance.

Employee dishonesty cover

We will pay for your direct financial loss caused by the dishonesty of an employed person discovered during the period of insurance.

Provided that there was a clear intention to cause you financial loss or damage and for that person to obtain a financial gain other than salary, bonus or commission.

The most we will pay under this cover is £100,000 for any one claim. This is also the most we will pay for all Employee dishonesty claims in any one period of insurance.

Identity fraud cover

We will pay for your loss resulting from identity fraud.

Infringement of copyright cover

We will pay your defence costs caused by any infringement of copyright claim. The most we will pay under this cover is £50,000 for any one claim. This is also the most we will pay for all infringement of copyright claims in any one period of insurance.

Investigation costs cover

We will pay for your investigation costs caused by an investigation against you which you first notified as being required during the period of insurance.

Pre-investigation cover is available via **rradar** policy helpline page 4.

Loss of documents cover

We will pay the costs of replacing or restoring any document, data or information lost, damaged or destroyed whilst in your possession (other than where any document data or information loss, destruction or damage is caused by a cyber attack) during the period of insurance.

The most we will pay under this cover is £100,000 for any one loss of documents event. This is also the most we will pay for all loss of documents events in anyone period of insurance.

Management buy-out cover

If during the period of insurance members of your existing management team conduct a management buy-out, we agree to provide cover for the new company at the same level and terms as this policy for a period of 30 days from the buy-out date for any wrongful act carried out by any insured person within this 30 day period.

Manslaughter claims cover

We will pay for your defence costs caused by a manslaughter claim made against you for a wrongful act.

Negative social media crisis public relations costs cover

We will pay crisis public relations costs necessary to mitigate the adverse effect or potentially adverse effect to your reputation following any sustained negative publicity in relation to your business activities or practices that is posted on any internet-based social media platform or website.

The most we will pay for all negative social media public relations costs claims in any one period of insurance is £25,000.

Other wrongful acts cover

Other than where more specific cover applies, we will pay for your loss caused by any claim made against you for a wrongful act.

Company legal liability section

Pension or employee benefit schemes cover

We will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act** in connection with **your** operation or administration of any pension or employee benefit scheme or trust fund.

Pollution claims cover

We will pay for **your defence costs** caused by any **claim** made against **you** for a **wrongful act** in connection with **pollution**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all **claims**, made against **you** for a **wrongful act** in connection with **pollution**, in any one **period of insurance**.

Pollution claims clean up costs cover

We will pay **your loss** for **pollution clean up costs** for any **claim** and/or **investigation** made against **you**.

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay for all **pollution clean up costs claims** in any one **period of insurance**.

Regulatory mitigation cover

We will pay **your regulatory mitigation costs** for any regulatory self reporting.

Safety legislation claims cover

We will pay for **your defence costs** caused by a **safety legislation claim** caused by any **claim** made against **you** for a **wrongful act**.

Tax investigation cover

We will pay **your defence costs** for any **tax investigation claim**.

Telephone fraud cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **telephone fraud**.

The most **we** will pay for all **telephone fraud claims** in any one **period of insurance** is the limit shown in **your** schedule.

Third party electronic funds transfer cover

We will pay for **your** direct financial **loss** caused by the dishonesty of any third party accessing **your** computer systems and transferring funds with the intention of obtaining an improper financial gain.

The most **we** will pay for all **third party electronic funds transfer claims** in any one **period of insurance** is the limit shown in **your** schedule.

Third party fraud or forgery cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **third party fraud or forgery**.

The most **we** will pay for all **third party fraud or forgery claims** in any one **period of insurance** is the limit shown in **your** schedule.

Section extensions

Legal pursuit extension

This extension attaches to and forms part of **your policy** and is subject to the Policy conditions, exclusions and defined terms.

The cover

Aggregate limit of liability: £25,000 unless otherwise stated **Excess:** £2,500 each and every **claim**.

We will provide cover up to the **aggregate limit of liability** any one **period of insurance** and subject to the **excess** stated provided that:

- 1 the **date of occurrence** happens during the **period of insurance** and occurs within the **policy territories** in connection to **your** business;
- 2 any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **policy territories**; and
- 3 all cover provided by this Legal pursuit extension relates to costs solely incurred by **rradar**.

Contract disputes and debt recovery cover

rradar will negotiate for **your** legal rights in a contractual dispute entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings. Provided that:

- 1 the amount in dispute exceeds £500
- 2 if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the **claim** exceed £500
- 3 if the dispute relates to money owed to **you**, a **claim** is notified to **rradar** within 90 days of the money becoming due and payable.

Restrictive covenant cover

rradar will negotiate **your** legal rights in pursuing;

- 1 an undertaking or injunction against a former employee alleging breach of their **restrictive covenant** or **confidentiality clause**.
- 2 damages for breach of **restrictive covenant** or **confidentiality clause**.

Trespass, nuisance, person removal and property damage cover

rradar will negotiate for **your** legal rights in any dispute relating to **your** property, arising from nuisance, the need to remove any trespassing persons or damage to **your** property.

Additional exclusion applicable to Legal pursuit extension

We will not pay for:

- 1 any **excess** shown
- 2 any **claim** relating to:
 - a settlement payable under an insurance policy or loan, mortgage, pension, investment or borrowing;
 - b any dispute arising from or relating to the renewal of a lease or tenancy agreement or rent review
- 3 the recovery of money and the interest due from another party other than disputes where the other party intimates that a defence exists
- 4 any **claim** relating to any actual or alleged professional negligence or defective workmanship
- 5 any **claim**, that in the opinion of **rradar**, has a less than 51% prospect of success
- 6 costs incurred before **rradar** have consented to such costs being incurred.

Company legal liability section

Additional definitions applicable to Legal pursuit extension only

Confidentiality clause

A term in **your** employment contract restricting the use of **your** information or trade secrets gained in the ordinary course of **your** business.

Date of occurrence for contract disputes

The date of occurrence is when the **insured person** could reasonably be expected to become aware of the breach of contract.

Policy territories

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

Aggregate limit of liability

The most **we** will pay in total in any one **period of insurance** in respect of **claims** made during the **period of insurance**.

Claim(s)

The cost of **rradar** advice and support in pursuing **your** legal rights under the terms and conditions of this Legal pursuit extension.



Restrictive covenant

An express term in **your** employment contract preventing an ex-employee acting in a manner that prejudices **your** business interests by:

- 1 competing with **you**
 - 2 soliciting business from **your customers**
 - 3 dealing with **your customers**
 - 4 attempting to employ **your** employees
- for a reasonable time after leaving **your** employment.

X What is not covered

Claims outside of the policy territories exclusion

We will not cover any **loss** or **investigation** caused by any **claim** outside the **policy territories**.

Cyber act and loss of computer system exclusion

We will not cover any **claim**, **loss**, or **investigation** caused by:

- 1 a **Cyber act**
- 2 use of, inability to use or partial or total unavailability or failure of any **computer system** provided the **computer system** is owned or controlled by **you** or any party acting on **your** behalf
- 3 any failure or interruption of service provided
 - a to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider or cloud provider but not including the hosting of hardware or software owned by **you**
 - b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.

Defective Workmanship

Any contractual liability or other wrongful acts **claim** caused by **your** actual or alleged defective workmanship.

Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person** acting for **you**

This exclusion does not apply to any regulatory self reporting.

- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs other than a **claim** under the Employee dishonesty cover or Third party electronic funds transfer cover
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

Employment exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **employment practice claim**.

Employee dishonesty and third party funds transfer exclusions

We will not cover any **claim**, **loss** or **investigation** caused by employee dishonesty or third party funds transfer in relation to:

- 1 any accounting or arithmetical error, omission or unexplained shortage
- 2 any default on a credit or other loan agreement
- 3 any **loss** of interest, **loss** of profit or any other indirect financial **loss**.

We will also not cover **your** costs of establishing the amount of **your** direct financial **loss**.

Failure to fund pension, share ownership or employee benefit schemes exclusion

We will not cover any **claim**, **loss** or **investigation** for **your** failure to fund any pension, share ownership, employee benefit or any other similar scheme.

Products liability exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the sale, manufacture, installation or supply of any of **your** **products**. This exclusion does not apply to any **investigation costs** cover and/or criminal or regulatory proceeding.

Virus exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the transmission or receipt of a **virus** or similar mechanism.

Company legal liability section

Section condition

The Policy conditions all apply equally to each **insured person** and to **you** other than:

Other insurance contribution condition

Cover under this section shall apply solely in excess of any more specific insurance.

Severability condition

Only statements made (whether in the Proposal or otherwise) and information possessed by any Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of the Company or any other person authorized by the Company to make statements or complete the proposal shall be imputed to **you** in determining whether cover applies under **your policy**.

Meanings of defined terms

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Meanings which apply to the Employment practices liability section	35
Meanings which apply to the Company legal liability section	35

Meanings which apply to the whole policy

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used.

Bail costs

Costs agreed with **us**, to pay for a bond to guarantee an **insured person's** bail or equivalent in another country as required by a court of law.

Circumstance

- 1 Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employment disciplinary action or employee dismissal
- 2 Any non-routine regulatory intervention, serious accident or near miss likely to give rise to a **claim** and/ or **investigation**.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an **employment practice wrongful act**.

Any claims involving allegations from the same or essentially the same facts shall be treated as one claim.

Crisis public relations consultants

Specialist crisis public relations consultants as appointed or agreed in writing by **rradar** legal or **us**.

Crisis public relations costs

Costs incurred by the **crisis public relations consultants** following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to **your** or any **insured person's** reputation from negative publicity or media attention.

Defence costs

Costs agreed with **us**, in writing, to:

- 1 investigate or defend any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Meanings of defined terms

Employed person

Anyone:

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of the Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer
 - c a voluntary helper or someone taking part in a work experience or training scheme and under your control or supervision.

Employment practice claim

- 1 Any **claim** by any **employed person** for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e **retaliatory treatment**
 - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

Employment practice wrongful act

1 Any actual or alleged act, conduct, error or omission carried out or attempted by you, an insured person or a third party where you are held to be legally responsible for any actual or alleged:

- a wrongful, unfair or constructive dismissal, termination of employment
- b breach of written or implied contract
- c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
- d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
- e retaliatory treatment
- f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

2 Any other claim happening only as a result of you employing any current, former or prospective **employed person**.

Employment related benefits

Any payment to an insured person as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or **claims** as detailed in **your policy** schedule for which **you** are responsible. The excess applies to **loss** (as defined in each section of the **policy**), **crisis public relation costs**, **defence costs** and **investigation costs**. The excess will only be charged at the end of each **claim** and/or investigation.

Extradition proceeding

Any **claim** or proceeding brought against an **insured person** under United Kingdom extradition law or similar law in any other country.

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a director trustee, partner, member or officer of **yours** (excluding any shareholder of **yours** apart from otherwise covered in any other **Insured person** capacity).
- 2 Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person** of **yours**.
- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The lawful husband, wife, civil or unmarried partner of an insured person described in 1 to 5 above, only because of their relationship, following a **claim** against the insured person.

Meanings of defined terms

- 7 The estates, heirs or legal representatives of any insured person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the insured person.

Insolvency hearing costs

Costs incurred by **rradar** in any **insured person's defence costs** in any official investigation into **you** or an **insured person's** affairs following **your** insolvency or administration.

Investigation

Other than investigations by HMRC, any official hearing, investigation, examination, official enquiry or enquiry into **you** or an **insured person's** business carried out by any government department, regulator or third party with legal rights to do so.

For HMRC investigations, investigation is restricted to those enquiries undertaken by the Special Civil Investigations Office under Code of Practice 8 or Code of Practice 9, an enquiry held under section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not related only to **you** or any **insured person's** conduct.

Any **investigations** involving allegations from the same or essentially the same facts shall be treated as one **investigation**.

Investigation costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by **you** or an **insured person** in preparing for and attending any **investigation**.

This does not include salary or any other additional costs of **you**s.

Limit of liability

The amount shown in **your policy** schedule as the limit of liability.

Where any cover attaches in respect of United States of America, the limit of liability is the most **we** will pay for all **claims, losses or investigations** brought in the United States of America during any one **period of insurance** including defence costs and/or investigation costs.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Outside company

Any company other than **you**:

- 1 that is a charity or association, or;
 - 2 in which **you** hold any issued share capital
- but this does not include
- a any company registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man
 - b any listed company
 - c any financial services company.

Period of insurance

The period from the start date to the expiry date of **your** cover, shown in **your policy** schedule.

Policy

The policy and schedule and any endorsements attached or issued.

Pollutant

Any contaminant, irritant or other substance including, but not limited to: asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Meanings of defined terms

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Pollution clean up costs

Costs incurred by **you** or imposed by the Environment Agency or equivalent body in any other territory to investigate and clean up any **pollution** incident.

Regulatory mitigation costs

Costs incurred by **you** in reporting and representing **you** following a report to any official regulator to reduce or avoid any potential fine or penalty.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**;

- 1 own more than 50% of the share capital
 - 2 have a majority of the voting rights
 - 3 have the right to appoint or remove a majority of the company's board of directors
- control a majority of its voting rights under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a subsidiary.

Tax investigation claim

- 1 Aspect investigation by HM Revenue and Customs.
- 2 Full enquiry by HM Revenue and Customs.
- 3 A challenge following a compliance review by HM Revenue and Customs regarding Income Tax, PAYE regulations, National Minimum Wage and National Insurance contributions.
- 4 An appeal to VAT or Duties Tribunal up to and including First Tier Tribunal or Upper Tribunal.

Tax investigation will not include:

- a any costs incurred in the normal completion of tax or VAT returns
- b any tax investigations where returns have been submitted more than 30 days after the statutory filing deadline
- c any tax investigation where **you** or any **insured person** have failed to maintain proper accounting records
- d any tax investigation where **rradar** assess HMRC findings to be reasonable and there is no realistic prospect of a successful defence.

Virus or similar mechanism

Program code, programming instruction or any other set of instructions intentionally constructed with the ability to damage, interfere or otherwise adversely affect computer programs, data files or operations whether involving self replication or not, including but not limited to Trojan horses, worms or logic bombs.

We/us/our

AXA Insurance UK plc.

You/your/yourself

The firm, company or organisation shown in the **policy** schedule as the insured.

Meanings of defined terms

Meanings which apply to the Directors' and officers' liability section

These meanings apply within the Directors' and officers' liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in the Directors' and officers' liability section.

Deprivation of assets expenses

Costs and expenses of any insured person paid directly to the provider of the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any insured person during the period of insurance

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

Such costs and expenses shall only be paid where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which an **insured person** becomes legally liable to pay and incurred with **our** prior written agreement, to investigate defend or settle a **claim** against any **insured person** and this will include

- 1 **defence costs** and **investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under the Tax cover), salary or **employment related benefits**. Civil fines are covered only where they are insurable under United Kingdom law.

Policy territories

Worldwide.

Wrongful act

Any actual or alleged act, error or omission carried out, proposed or attempted by an **insured person** during the performance of their duties but only in their role as **your** director, officer or **employed person** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority
- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a director, officer or **employed person of yours**.

Meanings of defined terms

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:
 - a is not registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man
 - b does not trade any of its securities on any exchange;

But only for a **claim** against an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 any pension or employee benefit scheme or trust fund of yours.

Meanings which apply to the Employment practices liability section

These meanings apply within the Employment practices liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in the Employment practices liability section.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which **you** or an **insured person** becomes legally liable to pay and incurred with **our** prior written consent, to investigate, defend or settle a **claim** against **you** or any **insured person** and this will include:

- 1 **defence costs** and **investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

But this will not include any criminal fines or penalties, salary or **employment related benefits**. Civil fines are covered only where they are insurable under United Kingdom law.

Policy territories

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

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** is not registered outside of the United Kingdom;

But only for a **claim** against you or an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 any pension or employee benefit scheme or trust fund of yours.

Meanings which apply to the Company legal liability section

These meanings apply within the Company legal liability section of **your policy**.

If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in the Company legal liability section.

Computer systems

Any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Meanings of defined terms

Cyber Attack

Any malicious attempt or attempts to damage, disrupt or gain access to computer systems, networks or devices, via cyber means including an incident in which data, computer systems or networks or accessed or affected in a non authorised way.

Identity fraud

Any agreement entered into by anyone other than **you**, pretending to be **you**, for the purpose of committing a criminal or malicious act.

Infringement of copyright

Infringement of copyright, patent, trademark or any other intellectual property rights.

Loss

Costs and expenses of any claimant and monetary regulatory penalties (including prosecution costs) which **you** become legally liable to pay and incurred with **our** prior written agreement to investigate, defend or settle a **claim** against **you** and this will include:

- 1 **defence costs** and **investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under the Tax cover), salary or **employment related benefits**.

Regulatory civil penalties are covered only where they are insurable under United Kingdom law and are restricted to the following:

- a Fees for intervention payments due under Health and Safety (Fees) Regulations 2012.
 - b Penalties due under the Pensions Act 2008, 2004 and earlier legislation.
 - c Environment Agency, Scottish Environmental Protection Agency
- or equivalent fees due following an **investigation**.

Products

Products that **you** supply, provide or deliver including containers, packaging, labelling, instructions, advice and services in connection with **your** product.

Policy territories

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

Telephone fraud

The dishonest access and use of **your** telephone systems by any third party.

Third party fraud or forgery

- 1 The signing, creation or alteration of any cheque, draft, promissory note or other written or electronic instrument with the intention to deceive.
- 2 Telephonic or written instruction acted on by **you** when the instructions are purported to have come from an **insured person**, client, customer, supplier or financial institution but have in fact come from a fraudster.

Wrongful act

Any actual or alleged act, error or omission carried out or attempted by you including but not limited to:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 breach of warranty or authority.

Meanings of defined terms

You/your

In addition to the policy definition this will include:

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** as long as the newly created or acquired **subsidiary** is not registered outside of the United Kingdom;
But only for a **claim** against you caused by a **wrongful act** or **investigation** carried out after the date of creation or acquisition.
- 2 Any pension or employee benefit scheme or trust fund of yours.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a **claim on your policy**, please contact the department dealing with **your claim**. If **your** complaint relates to anything else, please contact the agent office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at:

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:



Telephone: **01204 815359**



Email: **commercial.complaints@
axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and email address (if **you** have one).
- **Your policy** and/or **claim** number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Making a complaint

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service

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

 Telephone: **0800 023 4567***
or **0300 123 9123****
Fax: **0207 964 1001**

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

Website: **www.financial-
ombudsman.org.uk**

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** maybe entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

This document is available in other formats.

If you would like a Braille, largeprint or audio version, please contact your insurance adviser.