



THIS POLICY (AND THE CERTIFICATE OF INSURANCE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that

This Policy the Certificate of Insurance (including any Certificate issued in substitution) and any Memoranda attached hereto shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions contained in the above documents for the Period of Insurance shown in the Certificate and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

Arranged by

Perkins Slade Ltd
3 Broadway, Broad Street, Birmingham B15 1BQ
Authorised and regulated by the Financial Services Authority

Underwritten by

Royal and Sun Alliance Insurance plc (No 93792)
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL
Authorised and Regulated by the Financial Services Authority

Contents

Certificate of Insurance

[3] Definitions to Sections 1 2 and 3

Section 1 – Civil Liability

[5] Cover

[5] Special Provisions

[5] Limitation

[6] Exclusions

[8] Extensions

Section 2 – Employers Liability

[11] Cover

[11] Exclusions

[12] Extensions

Section 3 – Legal Defence Costs

[13] Cover

[13] Exclusions

[13] Limitation

[13] Special Provision

Section 4 – Directors and Officers' Liability

[15] Cover

[15] Limitation

[16] Exclusions

[17] General Conditions applicable to Section 4

[17] Claims Conditions to Section 4

[19] Definitions to Section 4

Section 5 – Additional Liabilities – Abuse

[22] Definitions applicable to Section 5

[22] Cover

[22] Special Provision

[23] Limitation

[24] Exclusions

[25] General Conditions

[26] Claims Conditions

[27] Complaints Procedure

Definitions Applicable to Sections 1 2 and 3

1 Person Entitled to Indemnity shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
 - 1) any principal
 - 2) any director governor officer trustee or official of the Insured
 - 3) any coach leader or instructor
 - 4) any Person Employed
 - 5) any person hiring or loaning Property to the Insured

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 6) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such but this shall not include any physician surgeon or dentist in relation to the provision of medical diagnosis prescription treatment or advice
- 7) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

Definitions Applicable to Sections 1 2 3 and 5

1 Insured shall mean

- A) any sports or recreational Governing Body Club or Member and /or
- B) any business or organisation involved in the provision of sport or recreation activities

operating at or from premises in Great Britain Northern Ireland the Channel Islands or Isle of Man and to whom an Approved Certificate of Insurance has been issued

2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured

3 Person Employed shall mean any

- A) Employee
- B) labour master and persons supplied by him
- C) person employed by labour only sub-contractors
- D) self-employed person
- E) person hired to or borrowed by the Insured
- F) voluntary worker
- G) person undertaking study or work experience while under the supervision of the Insured

while under the direct control or supervision of the Insured

4 Business shall mean that which is specified in the Certificate and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the Insured's own property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed

- C) fire and security services maintained solely for the protection of the premises owned or occupied by the Insured
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- E) participation in exhibitions

but in respect of Section 2 shall not include any work undertaken Offshore

- 5 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 6 Injury shall mean

Sections 2 and 3 (Part B)

Bodily injury death disease or illness

Sections 3 (Part A)

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

- 7 Property shall mean material property (including equipment or land) but shall not include Data
- 8 Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programmes and firmware
- 9 Insured's Contribution shall mean the amount or amounts specified in the Certificate which the Insured agrees to pay
- 10 Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 11 Asbestos Dust shall mean fibres or particles of Asbestos
- 12 Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust
- 13 Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- 14 Abuse shall mean
 - A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
 - B) acts of forcing sexual activity rape or molestation or
 - C) repeated or continuing contemptuous coarse or insulting words or behaviours
- 15 Wrongful Act shall mean any actual or alleged breach of trust breach of duty neglect error mis-statement misleading statement libel slander breach of contract omission breach of warranty of authority Wrongful Trading or other act wrongfully committed or attempted
- 16 Wrongful Trading shall bear the meaning set out in Section 214 of the Insolvency Act 1986 or any subsequent amendment or re-enactment thereof
- 17 Director shall mean any natural person who was or is or may be hereafter a director of any organisation Insured under this Policy including a de facto or shadow director (as defined under Section 741(2) of the Companies Act 1985)
- 18 Officer shall mean
 - A) any natural person who was or is an officer of a company or organisation
 - B) any Employee whilst acting in a managerial or supervisory capacity
- 19 Employment Wrongful Act shall mean wrongful unlawful or unfair dismissal or termination of employment (either actual or constructive) wrongful failure to promote negligent employment-related evaluation wrongful deprivation of career opportunity wrongful disciplinary action or negligent employee evaluation sexual or work place harassment of any kind (including the alleged creation of a workplace environment conducive to harassment) wrongful failure or refusal to grant tenure employment related defamation or unlawful discrimination whether direct indirect or arising out of failure to provide adequate employee policies and procedures

The insurance provided by Section 1 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with the Insurer's written consent) of any Person Entitled to Indemnity payable in addition to the Limit of Indemnity stated in the Certificate

Section 1 Civil Liability

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1** against civil liability to pay damages arising out of the Business in respect of any claim which is first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insurance and notified to the Insurer during or within 30 days after the expiry of the same Period of Insurance
- 2** against liability for claimants' costs and expenses in connection with 1 above
- 3** in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 abovewhich may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Company's written consent
- 4** for all other costs and expenses which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with any matter which may form the subject of a claim for indemnity under this insurance

Provided that

- 1** the total amount payable in respect of 1 above including all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2** the Insured's Contribution will be payable before the Insurer shall be liable to make any payment
- 3** the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such event can be settled
The Insurer will then relinquish control of such claim or claims and be under no further liability in respect thereof except for costs and expenses for which the Insurer may be responsible prior to the date of such payment
- 4** the total amount payable by the Insurer in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Certificate

Special Provisions applicable to Section 1

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

Exclusions to Section 1

The indemnity will not apply to civil liability

- 1 for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 2 in respect of loss of or damage to any Property which at the time of the event giving rise to such liability is owned or held in trust by or in the custody or control of the Insured other than
 - A) Employees' directors' partners' officers' members' voluntary helpers' or visitors' personal effects including vehicles and their contents
 - B) premises including their contents not owned by or leased or rented to the Insured at which the Insured is undertaking activities in connection with the Business
 - C) premises and their fixtures and fittings leased or rented to the Insured unless such liability arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 3 A) in respect of loss of or damage to any
 - 1) product supplied
 - 2) contract work executed } by the Insured
caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - 1) product supplied
 - 2) contract work executed } by the Insured
necessitated by any defect therein or the unsuitability thereof for its intended purpose
- 4 arising from or in connection with any product supplied by the Insured where such liability has been accepted by agreement except to the extent such liability would have attached in the absence of such agreement
- 5 for damages which result from a deliberate act or omission of the Insured or which could reasonably have been expected by the Insured having regard for the nature and circumstances of such act or omission

but this Exclusion shall not apply if the Insured is a Sport Club or Association or Governing Body if they are held liable for the action of an individual provided that the sports club or Association or Governing Body could not reasonably have been expected to have anticipated such deliberate act or omission having regard to the circumstances
- 6 arising out of any infringement of trademark name registered design copyright or patent right
- 7 arising out of libel or slander other than provided by Extension 6 of this Section
- 8 arising from or out of the ownership possession or use by on behalf of the Insured or any Person Entitled to indemnity of any
 - A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Insured
 - 3) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
 - B) aircraft or other aerial device (other than model aircraft)
 - C) aerospace device (other than model aircraft)
 - D) hovercraft
 - E) water-borne craft (other than water-borne craft less than 3 metres in length and with a maximum speed of 7 knots or hand propelled or sailing craft or model craft in inland or territorial waters)

- 9** for
- A) fines or penalties
 - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 10** arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection of military or usurped power
- 11** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 12** caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance
- provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place
- 13** caused by or arising out of or in connection with loss of or damage to Data
- 14** arising out of any physician surgeon or dentist providing medical diagnosis prescription treatment or advice
- 15** arising from Abuse
- 16** of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Asbestos Containing Materials or Asbestos Dust
- 17** any legal action brought against the Insured in a court within the United States of America its territories and possessions or Canada
- other than
- A) individual instructors visiting the United States of America its territories possessions or Canada
 - B) teams visiting the United States of America its territories possessions or Canada
 - C) individual members of associations visiting the United States of America its territories or possessions or Canada in connection with the activities of any association
- 18** any legal action brought against any Director or Officer of any organisation insured under this Policy in respect of any actual or alleged Wrongful Act Employment Wrongful Act or Wrongful Trading
- 19** arising out of any cause happening before the Retroactive Date
- 20** in connection with any activities undertaken in any country or area within a country in respect of which at the time of outward journey the Foreign and Commonwealth Office was advising against all travel to such country or area

Extensions to Section 1 – Civil Liability

(Each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2 Compensation for Court Attendance

In the event of any partner director Employee member officer trustee or official attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under Section 1 the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director or partner of the insured £500
- B) any employee £250

3 Contingent Motor Liability

Notwithstanding Exclusion 8 the Insurer will provide indemnity to the Insured against liability arising out of the use in the course of the Business / Activity of any motor vehicle not the property of nor provided by the Insured

The indemnity will not apply to liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Insured
- C) in respect of which the Insured is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Overseas Personal Liability

The Insurer will provide indemnity to the Insured and if the Insured so requests any director partner officer committee member coach leader or instructor voluntary helper of the Insured or Employee against liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

5 Data Protection Act 1998

In respect of the indemnity provided under Section 1 the Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities

Provided that the indemnity will not apply to liability in respect of any loss or damage sustained by any party to such agreement

The Insurer will also provide an indemnity to the Insured and if the Insured so requests any partner director Employee or member trustee or official against civil liability to pay damages and claimant's costs and expenses for damage and distress as described in Section 13 of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurer's or known to the Insured at inception of this Extension

6 Libel or Slander

Notwithstanding Exclusion 7 the Insurer will indemnify the Insured against civil liability for damages and claimants costs and expenses in respect of claims arising out of the conduct of the Business made against the Insured and notified to the Insurer during any Period of Insurance for libel and slander committed in good faith other than

- A) any damages costs or expenses brought about by the personal spite or ill-will of the Insured towards any claimant
- B) any claim made against the Insured in a Court of Law outside the European Union
- C) criminal libel committed by the Insured
- D) liability accepted by agreement unless such liability would have attached in the absence of such agreement

7 Extended Claims Notification Period

In the event of the Insurer not inviting renewal of this Policy for reasons other than non-compliance with the terms of this Policy or the Insured retiring or ceasing to participate in the Business the Insurer will provide indemnity

- A) against civil liability for damages in respect of any claim arising out of the conduct of the Business during any Period of Insurance
 - 1) which is first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) and
 - 2) which is notified to the Insurer during the thirty six calendar months immediately following the final Period of Insurance for which the Insured shall have paid and the Insurer shall have agreed to accept the premium
- B) against civil liability for claimant's costs and expenses in connection with A) above
- C) in respect of
 - 1) costs of legal representation at
 - A) any coroner's inquest or inquiry in respect of any death
 - B) proceedings in any court arising out of any alleged breach of statutory duty resulting in any injury loss or damage in connection with A) abovewhich may be the subject of indemnity under this Extension
 - 2) all other costs and expenses in relation to any matter which may be the subject of indemnity under A) above incurred with the Insurer's written consent

Provided that

- A) the indemnity will not apply where indemnity is provided by any other insurance
- B) the total amount payable for damages costs and expenses in respect of claims made during the final Period of Insurance together with those made under the terms of this Extension shall not exceed the Limit of Indemnity for the final Period of Insurance

8 Dishonesty

The Insurer will indemnify the Insured against civil liability for damages and claimants costs and expenses in respect of claims arising out of the conduct of the Business made against the Insurers and notified to the Insurer during any Period of Insurance arising out of any dishonest or fraudulent act or omission on the part of the Employee or member provided that

- A) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the legal representatives of such person
- C) the following shall be deducted from any amount payable under this Extension
 - 1) any monies which but for such dishonest or fraudulent act or omission would be due from the Insured to the person committing or condoning such act or omission

- 2) any monies held by the Insured and belonging to such person
- 3) any monies recovered following action as described in B) above
- D) the Insurer shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by
 - 1) any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty
 - 2) any director of the Insured

The insurance provided by Section 2 Employers' Liability is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Certificate

Section 2 – Employers' Liability

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1** against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
or
 - B) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2** against legal liability for claimants costs and expenses in connection with 1 above
- 3** in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury
which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** aboveincurred with the Insurer's written consent

Provided that in respect of any one occurrence or all occurrences of a series consequential on or attributable to one source or original cause

- 1** the total amount payable under this Section (including all extensions and memoranda) shall not exceed the Limit of Indemnity
- 2** the Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurer the claims arising out of such occurrence or occurrences can be settled
the Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 3** the total amount payable arising directly or indirectly out of Terrorism shall not exceed £5,000,000

Exclusions to Section 2

The indemnity will not apply to legal liability

- 1** of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofwhere such legal liability is
 - 1) that of any principal
 - 2) accepted under agreement and would not have attached in the absence of such agreement
- 2** in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by an Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment

at the request of the Insured the Insurer will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Insurer

2 Compensation for Court Attendance

In the event of any partner director Employee attending Court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A) any director or partner of the Insured £500
- B) any Employee member officer governor trustee or official of the Insured £250

Section 3 Legal Defence Costs

The Insurer will provide indemnity to the Insured and if the Insured so requests any Person Employed or director or partner of the Insured

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Insurer's written consent
- B) costs awarded against the Insured or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and Part B below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc., Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured
- 2 Part II of the Consumer Protection Act 1987

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc., Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

Provided that in respect of Part A and Part B

- 1 the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) where Injury of any person or loss of or damage to Property has occurred
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - 1) the Insured
 - 2) any partner or director of the Insured
 - 3) any Person Employed with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the indemnity will apply only where shown in the Certificate
- 3 The Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurer the claims arising can be settled but including any amount for which the Insurer may be responsible prior to the date of such payment
The Insurer will then relinquish control of such claims and be under no further liability in respect thereof
- 4 where the Insurer is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Insurer shall pass notification to a third party provider approved by Royal and Sun Alliance Insurance plc with which it has an agreement for the provision of legal defence costs services which shall thereafter administer claims settlement on the Insurer's behalf

This is a claim made Insurance which only covers Claims made against the Insured Persons and notified to the Insurer during the Period of Insurance and any Extended Reporting Period the terms and conditions on which cover is offered are as set out in the policy wording, set out below

Section 4 Directors and Officers' Liability

1 Insuring Clause

- 1.1** The Insurer will pay on behalf of the Insured Persons Loss and Defence Costs for which the Company has not provided indemnity
- 1.2** The Insurer will pay on behalf of the Company Loss and Defence Costs but only when and to the extent that the Company is required or permitted to indemnify the Insured Persons for such Loss or Defence Costs
- 1.3** The Insurer will pay on behalf of the Company costs and expenses incurred by a shareholder in pursuing a Claim against a Director or Officer and which the Company is liable to pay pursuant to an order of a court

Other Provisions

2 Severability

- 2.1** No fact relating to or knowledge of any Insured Person shall be imputed to any other Insured Person for the purpose of determining the availability of insurance for any Insured Person
- 2.2** The Proposal shall be construed as a separate application for cover by each of the Insured Persons with respect to the declarations and statements contained in the Proposal No statement or knowledge possessed by any Insured Person shall be imputed to any other Insured Person for the purpose of determining the availability of insurance
- 2.3** For the purposes of determining the Limit of Indemnity the Policy will be construed as a joint policy with an aggregate limit available to all Insured Persons and to the Company collectively

3 Post Winding Up Protection

- 3.1** If the Company (excluding for this purpose its subsidiaries) is wound- up during the Period of Insurance this Policy shall remain in force until expiry of the Period of Insurance but only with respect to Loss where the events causing Loss occurred prior to the winding- up of the Company

4 Acquisitions and Disposals

- 4.1** If the Company creates or acquires during the Period of Insurance a new Subsidiary either directly or indirectly through any existing Subsidiary and the new Subsidiary so created or acquired

(a) is registered outside the United States of America its territories and possessions or Canada

and

(b) does not have any of its Securities listed on any North American Exchange

the Company shall not have to provide the Insurer with full particulars of the new Subsidiary so created or acquired during the Period of Insurance and the new Subsidiary shall be covered under this Policy from the date of its creation or acquisition

- 4.2** If the Company acquires or creates a Subsidiary that falls outside the parameters specified in Clause 4.1 (a) and (b) above such new Subsidiary shall not be automatically covered under this Policy If the Company specifically requests the cover provided under this Policy to be extended to include such new Subsidiary then full particulars of the new Subsidiary must be supplied to the Insurer to allow the inclusion of such new Subsidiary to be considered Should the Insurer agree to include such new Subsidiary within the scope of cover provided by this Policy the Insurer will advise the Company of any alterations in the terms of this Policy and any additional premium payable Upon acceptance of any notified alterations and the payment of any additional premium required by the Insurer the Insurer will include such new Subsidiary within the scope of cover provided under this Policy by way of Endorsement with effect from the date of acquisition or creation
- 4.3** The provision of cover to newly created or acquired subsidiaries shall apply to Wrongful Acts committed after the date the new Subsidiary was created or acquired by the Company The Insurer will consider the provision of retroactive cover for any new Subsidiary in respect of Wrongful Acts committed or alleged to have been committed prior to the date of any acquisition or creation of such Subsidiary upon specific request If the Insurer agrees to provide such cover it will be recorded by way of Endorsement
- 4.4** If the Company named in the Certificate (excluding for this purpose its Subsidiaries) effects a sale of its controlling interest in a Subsidiary or a dissolution of a Subsidiary cover under this Policy shall continue to apply during the Period of Insurance and any Extended Reporting Period in respect of persons who were Insured Persons of that Subsidiary prior to the sale or dissolution for Claims relating to Wrongful Acts committed or alleged to have been committed prior to the date of the sale or dissolution

5 Extended Reporting Period

5.1 If the Insurer declines to offer any terms for renewal of this Policy or the Insured refuses to renew this Policy the Insured Persons shall be entitled to the Extended Reporting Periods set out in 5.2 and 5.3 below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew.

5.2 Extended Reporting Period on Expiry of the Policy

12 months in return for payment of 150% of the Full Annual Premium

Provided that the application to the Insurer to exercise the right to this Extended Reporting Period is made within 15 days of the expiry of the Period of Insurance and payment of the premium, if applicable, is made within 30 days (such premium being non-refundable)

5.3 Extended Reporting Period for Former Directors and Officers

In the event that any Insured Person ceases to be a Director or Officer during any Period of Insurance such Insured Person shall be entitled to an Extended Reporting Period for a period of 180 days after the expiry of the Period of Insurance

5.4 During any Extended Reporting Period the Insured Persons may continue to notify Claims to the Insurer but only in respect of Wrongful Acts committed prior to the expiry of the Period of Insurance

6 Employment Practices

6.1 The Insurer will pay on behalf of the Insured Persons Loss and Defence Costs resulting from Employment Practices Claims against the Insured Persons whether directly or indirectly by a class action or by the Equal Opportunity Commission or by any other country European Union State or federal government authority regulating employment practices or by any other person or entity

6.2 The Insurer shall not be liable for Loss and/or Defence Costs arising out of the Employment Practice Claim made against the Insured Persons or the Company within the U.S.A its territories possessions or in Canada which is instituted or pursued before an arbitrator or tribunal or in courts within the U.S.A its territories possessions or in Canada (whether for enforcement of judgements or otherwise) or in which it is contended that the laws of the U.S.A or Canada should apply

6.3 For the purposes of Clauses 6 the Exclusion in Clause 8.5 shall be amended by the deletion of the words "mental anguish"

6.4 The cover provided by this Provision is limited to £1,000,000 any one Loss and in the aggregate irrespective of how many Insured Persons may claim under this Policy during the Period of Insurance and any Extended Reporting Period and irrespective of the number of Claims

For the avoidance of doubt Insured Persons and the Company shall together be treated as one for the purposes of calculating the Limit of Indemnity

This limit is part of and not in addition to the Limit of Indemnity listed in the Certificate

7 Pollution

7.1 The Insurer will pay on behalf of the Insured Persons Defence Costs subject to the aggregate limit specified in Sublimit (b) of the certificate (such limit being part of and not in addition to the Limit of Indemnity under this Policy) incurred in defending themselves against criminal or regulatory proceedings in respect of seepage pollution or contamination of any kind which results from a Wrongful Act

7.2 The Insurer will pay on behalf of the Insured Persons Defence Costs subject to the aggregate limit specified in Sublimit (c) of the certificate (such limit being part of and not in addition to the Limit of Indemnity under this Policy) in respect of civil proceedings by any shareholder and/or bondholder of the Company either directly or derivatively alleging loss in the value of the share capital of the Company by reason of seepage pollution or contamination of any kind which results from a Wrongful Act

7.3 This clause shall not apply to proceedings of any kind instigated or pursued outside the European Union

Exclusions to Section 4

The Insurer shall not be liable in respect of

- 8.1** Loss directly or indirectly relating to or arising from or in any way connected with
- (a) any dishonesty fraud or malicious conduct found by way of final adjudication to have been committed by an Insured Person
 - (b) an Insured Person found by way of final adjudication to have gained any profit or advantage or to have received any remuneration to which he or she was not legally entitled
- 8.2** fines penalties and/or any other form of Loss which is uninsurable at law in the country to whose laws the Claim is subject
- 8.3** Loss and/or Defence Costs directly or indirectly relating to or arising from or in any way connected with any Claim brought against any Insured Person or the Company acting in the capacity of trustee or administrator of any occupational pension scheme or employment benefit programme
- 8.4** Loss and/or Defence Costs directly or indirectly relating to or arising from or in any way connected with any actual or alleged violation of any responsibility obligation or duty imposed by the Employee Retirement Income Security Act 1974 or any amendment consolidation or re-enactment or any similar provisions of state statutory law or common law enacted in any other jurisdiction in which the Insured Operates
- 8.5** Loss and/or Defence Costs resulting directly from the death disease mental anguish or illness of or bodily injury to any person or loss of or material damage to property including loss of use thereof save that Insurers shall provide cover in respect of Defence Costs incurred in respect of any criminal proceedings including those for corporate manslaughter (or any similar offence in any jurisdiction in which the Company operates) resulting from a Wrongful Act or Investigation
- 8.6** Loss and/or Defence Costs directly or indirectly relating to arising from or in any way connected with seepage pollution or contamination of any kind save insofar as Defence Costs are covered pursuant to Clause 7
- 8.7** Loss and/or Defence Costs directly or indirectly relating to arising from or in any way connected with
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 8.8** Loss and/or Defence Costs incurred as a consequence of any circumstance
- (a) notified or which should have been notified under any insurance which was in force prior to the Original Inception Date of this Policy or
 - (b) which was known to any of the Insured Persons at the Original Inception Date of this Policy and which might reasonably be expected to produce a Claim
- 8.9** Loss and/or Defence Costs directly or indirectly relating to arising from or in any way connected with
- (a) any Claim or Investigation brought before any arbitrator tribunal or court in the United States of America its territories and possessions or in Canada
 - (b) the actual or attempted enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside the United States of America its territories and possessions or in Canada of any damages or other monetary awards orders judgements or negotiated settlements claimants costs and expenses and other costs and expenses connected with or arising out of any Claim or Investigation brought before any arbitrator tribunal or court of the United States of America its territories and possessions or of Canada
 - (c) any Claim or Investigation brought against the Insured as a consequence of the operations of any branch or subsidiary in the United States of America its territories and possessions or in Canada
 - (d) any Claim or Investigation brought against the Insured to which the laws of the United States of America its territories and possessions or Canada are applied or sought to be applied
- 8.10** Loss and/or Defence Costs directly or indirectly relating to arising from or in any way connected with any actual or alleged defamation libel slander injurious falsehood slander of title or slander of goods
- 8.11** Loss directly or indirectly based on arising out of or in any way involving any breach of professional duty to a client customer or other third party who relies on advice design specification or other professional services provided by or on behalf of the Insured
- 8.12** For the purposes of these Exclusions Loss and Defence Costs shall include any costs and expenses otherwise covered under Clause 1.3

8.13 The Insurer shall not be liable for Loss and/or Defence Costs directly or indirectly relating to arising from or in any way connected with any Claim or Investigation from any act or omission which the Insured Person knew to be a Wrongful Act or which was committed by the Insured Person in reckless disregard of whether it was a Wrongful Act or not

The Insurer shall not be liable for Loss and/or Defence Costs incurred in relation to any proceedings in a court of criminal jurisdiction in which an Insured Person is (in the capacity of trustee of a Charity) convicted of a criminal offence or in which such conviction is upheld on appeal

For the purposes of this Exclusion Charity shall mean the Company or any Subsidiary which is a recognised charity

9 General Conditions to Section 4

9.1 Policy Voidable

In the event of the Insurer being entitled to avoid this Policy from inception or from the time of any variation in the Insurance provided the Insurer may at its discretion maintain this Policy in full force but exclude the consequences of any non-disclosure misrepresentation or other action giving rise to the right to avoid the Policy

9.2 Due Diligence

The Insured shall use due diligence and use all reasonable endeavours to do and concur in doing all such things as are reasonably practical to diminish any loss or Defence Costs and to assist with the defence and/or settlement of any Claim

9.3 Limit of Indemnity

The total aggregate liability of the Insurer in respect of all Loss and/or Defence Costs shall in no circumstances exceed the Limit of Indemnity described in the Certificate irrespective of how many Insured Persons may claim under this Policy during the Period of Insurance and any Extended Reporting Period and irrespective of the number of Claims For the avoidance of doubt Insured Persons and the Company shall together be treated as one of the purposes of calculating the Limit of Indemnity

9.4 Series of Claims

Any Claim or series of Claims which have as their originating cause or source the same Wrongful Act(s) or which are otherwise causally connected shall constitute a single Claim for the purposes of this Policy

9.5 Excess

Any Excess under this Policy shall be borne by the Company or the Insured Persons as applicable

9.6 Change of Control

If an offer is made for the whole or controlling interest of the issued share capital of the Company named in the Certificate (excluding for this purpose its Subsidiaries) and that offer is declared or becomes unconditional in accordance with its terms or in the case of a private limited company there is a change in ownership of the controlling interest of the share capital of the organisation named in the Certificate (excluding for this purpose its Subsidiaries) the cover provided under this Policy shall be amended to apply only to Claims made during the Period of Insurance in respect of Wrongful Acts which are alleged to have taken place prior to the date that such offer is declared or becomes unconditional or the change in ownership became effective

10 Claims Conditions to Section 4

10.1 Claims Notification

Notification of Claims must be sent to the Insurer via Perkins Slade Ltd The Insured shall notify the Insurer as soon as practicable in writing, but in any event no later than 30 days after a Claim is first notified to the Company The notification shall provide full details of the claim, (including any Writ Summons or other legal document which must be forwarded to the Insurer immediately following receipt by the Insured) and the Insured shall provide Insurers with such further information and documentation as they shall reasonably require

10.2 Reasonable Endeavours

The Insured shall use all reasonable endeavours to do and concur in doing all such things as are reasonably practical to diminish any Loss or Defence Costs and to assist with the defence and/or settlement of any claim

10.3 Claims Handling Procedure

Upon receipt of written notice in accordance with Clauses 10.1 and/or 10.2 Insurers shall be entitled to appoint a representative to investigate the Claim on their behalf The Insured shall co-operate fully with Insurer's representative in the conduct of it's enquiries including but not limited to making available to it all necessary information and documentation as it may require together with facilities for the interviewing of all the Insured's personnel whom it may consider to be relevant to its enquiries

10.4 Defence of a Claim

The Insurer may at any time appoint lawyers of its choice and take over and conduct in the name of the Insured the defence and settlement of any Claim. The Insured shall provide all reasonable information and assistance required by the Insurer and its lawyers. The Insured shall not admit liability for or enter into any settlement or compromise in relation to any Claim against them nor shall they incur any Defence Costs without the prior written consent of the Insurer.

10.5 Subrogation

The Insurer shall be entitled to pursue or prosecute in the name of the Insured for the Insurer's benefit any associated recovery of third party proceedings. The Insured shall provide all reasonable information and assistance required by the Insurer including doing all such things as are reasonably necessary to enable the Insurer to bring a claim in the name of the Insured.

10.6 Disputes as to Contesting Legal Proceedings

In the event of a disagreement arising between the Insurer and the Insured as to whether or not to contest legal proceedings the issue shall be remitted to a Queen's Counsel (whose identity shall be agreed by the parties and in default of such agreement shall be chosen by the Chairman for the time being of the Bar Council) whose decision on the probability of successfully defending the Claim shall be final.

10.7 Disputes as to Policy Construction

In the event of a disagreement arising between the Insurer and the Insured concerning the construction of this Policy either party shall be entitled to refer to arbitration any such matter which has not been resolved to its reasonable satisfaction. Any such matter shall be referred to a single arbitrator who shall be either a solicitor or a barrister as agreed upon by the parties or failing such agreement one who is nominated by the President for the time being of the Law Society. The arbitration will be carried out according to the terms of the Arbitration Act 1996 and the decision of the arbitrator shall be final and binding on the Insured and the Insurer. All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

10.8 Advancement of Defence Costs

The Insurer shall advance Defence Costs on behalf of the Insured prior to the resolution of a Claim provided that such advance payments shall be repayable by the Insured to the Insurer in the event that it is determined that the Claim was not covered under the terms of this Policy.

10.9 Contribution

If the Insured Persons are or would but for the existence of this Policy be entitled to cover under any other policy or policies in respect of any Claim or Investigation during the Period of Insurance or Extended Reporting Period if applicable the Insurer shall not be liable for any Loss or Defence Costs or costs and expenses incurred in respect of any such Claim or Investigation save in respect of any amount in excess of that which is or would be payable in respect of such other policy or policies.

10.10 Allocation

If an Insured incurs both Loss and/or Defence Costs covered by this Policy and Losses and/or Defence Costs not covered by this Policy either because a Claim is made against both an Insured Person and the Company or because a Claim or Investigation includes both Loss and/or Defence Costs which are covered and those which are not the Insurer shall negotiate in good faith with the Insured to determine a fair and reasonable allocation of the Loss and/or Defence Costs taking into account the relative legal exposures of the parties with respect to covered and uncovered matters.

If the Insured and the Insurer cannot agree on an allocation in respect of Loss the Insured and the Insurer agree to remit the issue of allocation to a Queen's Counsel (whose identity shall be agreed between the parties and in default of agreement within 30 days of one party receiving written notice of a nomination being made by the other party shall be chosen by the Chairman for the time being of the Bar Council) whose decision shall be binding.

The Queen's Counsel shall be directed to apportion all costs of the determination and shall act as an expert and not as an arbitrator.

Any allocation or payment of Defence Costs shall not create any presumption as to the allocation or other Loss.

All references to Queen's Counsel in this section include where proceedings have been commenced in jurisdictions outside England and Wales a lawyer of similar status.

Reference to the Chairman for the time being of the Bar Council or his nominee include where proceedings have been commenced in jurisdictions outside England and Wales a similar appointee.

Definitions to Section 4

Claim: shall mean

- (a) any writ suit or other proceedings served upon one or more Insured Persons in respect of a Wrongful Act
- (b) any written communication received by one or more Insured Persons threatening commencement against them of proceedings in respect of a Wrongful Act
- (c) any criminal prosecution of an Insured Person resulting from a Wrongful Act

provided that it is first made against the Insured Persons during the Period of Insurance or Extended Reporting Period if applicable

Company:

shall mean the business club association or other organisation specified in the certificate and any subsidiary

Defence Costs:

shall mean

legal costs charges and expenses incurred by the Insured Persons with the Insurer's prior written consent

- (a) in the defence of the Claim
- (b) in respect of an Investigation into the affairs of the Company
- (c) in respect of any Investigation involving a Wrongful Act said to have been committed by one or more Insured Persons or in respect of which one or more Insured Persons are required to attend and/or give evidence by reason of their capacities as Directors or Officers

provided that all such Defence Costs are in respect of a Claim and/or an Investigation first made against the Insured during the Period of Insurance or Extended Reporting Period if applicable and provided they are subject to the Limit of Indemnity

Director:

shall mean any natural person who was or is or may be hereafter

- (a) a director of the Company including de facto or shadow director (as defined under section 741(2) of the Companies Act 1985 or any equivalent provision in the jurisdiction in which the Company is domiciled
- (b) a shadow director of any Company directly as a result of his or her activities as a Director or Officer of the Company

Employment Practice Claim:

shall mean any claim brought by a past present or prospective employee of the Company for or arising out of any actual or alleged

- (a) wrongful and/or unfair dismissal or termination of employment (either actual or constructive) wrongful failure to promote negligent employment-related evaluation wrongful deprivation of career opportunity wrongful disciplinary action or negligent employee evaluation sexual or workplace harassment of any kind (including the alleged creation of a workplace environment conducive to harassment) wrongful failure or refusal to grant tenure employment related defamation or unlawful discrimination whether direct indirect or arising out of failure to provide adequate employee policies and procedures
- (b) breach of any undertaking which has been transferred to the Insured by virtue of the Transfer of Undertakings (Protection of Employment) Regulations and or the EC Acquire Rights Directive

European Union:

means the member states of the European Union and shall be extended to include the Channel Islands and the Isle of Man

Excess

shall mean the amount for which the Insured is responsible for paying in respect of each and every Claim as specified in the Schedule

Extended Reporting Period

Shall mean the period following the expiry of the Period of Insurance during which the Insured Persons may continue to notify Claims in accordance with the provisions of Clause 5

Financial Institution:

shall mean any company that is predominantly or wholly engaged in providing financial services including but not limited to those involved in the business of a bank a building society insurance assurance an insurance intermediary stockbroking moneybroking arbitrating investment advice venture capital unit trusts investment trusts fund management or any similar form of activity

Full Annual Premium:

shall mean the annual premium payable by the Insured including Insurance Premium Tax as applicable relating to the Period of Insurance in question including any additional premium which becomes payable subsequent to renewal pursuant to the provisions of this Policy

Insured:

Shall mean the Insured Persons and the Company

Insured Persons:

shall mean

- (a) any natural person who was or is or may hereafter be a Director or Officer
- (b) the legal representatives estate or heirs of such Directors or Officers in the event of their bankruptcy incapacity or death or
- (c) the spouse or civil partner of a Director or Officer in respect of any claim made against him or her (including a claim seeking recovery of marital property transferred from a Director or Officer to his or her spouse) which arises directly from an actual or alleged Wrongful Act on the part of such Director or Officer and which is itself the subject of a Claim

Insurer:

shall mean Royal & Sun Alliance Insurance plc

Investigation:

shall mean any formal or official investigation examination or other proceedings made or commenced during the Period of Insurance including any such proceedings initiated by the Department of Trade and Industry the International Stock Exchange the Bank of England the Panel on Take Overs and Mergers the Securities and Investments Board the Financial Services Authority the Health and Safety Executive the Commission for Racial Equality or any other official recognised regulatory professional or trade body or any similar trade body and any criminal investigation

Limit of Indemnity:

shall mean the limit specified in the Certificate

Loss:

shall mean:

- (a) damages compensation contributions judgements or settlements concluded with the Insurer's prior written consent
- (b) claimant's costs and expenses
- (c) punitive exemplary and aggravated damages to the extent awarded by a court in any Member State of the European Union and save insofar as uninsurable under the law of the country to which the Claim is subject and in any event not including the multiple portion of any multiplied damages
- (d) all other costs and expenses ordered by a court or other legally authorised tribunal or incurred with the Insurer's prior written consent other than Defence Costs

in respect of a Claim arising from a Wrongful Act made against the Insured Persons jointly or severally subject always to the Limit of Indemnity

Officer:

shall mean:

- (a) any natural person who was or is or may become an officer committee member of the Insured or any other person authorised by the committee of the Insured other than its external auditor liquidator administrator receiver or solicitor

- (b) any employee of the Insured whilst acting in a managerial or supervisory capacity including any employee of the Insured who at the specific written request of the Company is appointed to a managerial or supervisory position within any entity established for the sole purpose of any profit sharing share option sporting social or welfare purpose and which exists predominantly for the benefit of any or all of the Insured Persons and employees of the Insured and their families and dependants
- (c) any employee of the Insured when such employee is named as a co-defendant in respect of a Claim made against a Director or Officer (which shall bear the meaning as defined in parts (a) and (b) of this definition only
- (d) any employee of the Insured in respect of any Employment Practice Claim

Original Inception Date:

shall mean the date at which this insurance was originally effected with the Insurer, whether under this Policy or any preceding Policy
Provided that the insurance afforded by this Policy and any preceding Policy effected with the Insurer has been continuous and without a break in time

Period of Insurance:

shall mean the period specified in the current Certificate

Policy:

shall mean this policy of insurance including the Proposal

Proposal:

shall mean the signed proposal form and declaration forwarded in connection with this Policy and any information supplied by or on behalf of the Insured in addition thereto or in substitution thereof

Securities:

shall mean shares stock bearer instruments derivatives bonds warrants debentures rights under a depository receipt or other securities (or interests therein) of whatever nature

Subsidiary:

shall mean any company in which the Insured

- (a) holds directly or indirectly more than 50% of the voting rights or
- (b) has the right to appoint or remove a majority of the board of directors

provided always that cover shall only be provided in respect of Wrongful Acts committed during the period of time that such company falls within this definition

Wrongful Acts:

shall mean any actual or alleged breach of trust breach of duty neglect error mis-statement misleading statement libel slander breach of contract omission breach of warranty of authority Wrongful Trading or other act wrongfully committed or attempted by the Insured Persons in their capacities as Directors or Officers or any matter claimed against the Insured Persons solely by reason of their acting as Director or Officer

Wrongful Trading:

shall bear the meaning set out Section 214 of the Insolvency Act 1986 or any subsequent amendment or re-enactment thereof

The insurance provided by Section 5 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Certificate

Section 5 Additional Liabilities Insurance - Abuse

Definitions applicable to Section 5

1 Person Entitled to Indemnity shall mean

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured
 - 1) any principal
 - 2) any manager or governor of the Insuredagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured and each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply other than
 - a) any natural person committing or alleged to have committed Abuse against any other natural person
 - b) any Person who has or has been alleged to have
 - i) authorised or permitted Abuse
 - ii) disregarded knowledge of Abuse
 - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse
 - iv) aided or contributed to or supported Abuse or
 - v) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

2 Abuse shall mean

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

3 Injury shall mean bodily injury mental injury death disease or illness

4 Person shall mean

- A) an individual (a natural person) whether operating in the individual's own name or under a trade name
- B) an individual's personal agent or representative or
- C) any legal or commercial entity including but not limited to
 - 1) a body corporate
 - 2) a corporation sole
 - 3) a body politic
 - 4) a partnership
 - 5) any association or body of persons whether incorporated or not
 - 6) a charity or
 - 7) a trust

5 Loss shall mean any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

6 Person Employed shall mean any

- A) Employee
- B) labour master and persons supplied by him
- C) person employed by labour only sub-contractors
- D) self-employed person
- E) person hired to or borrowed by the Insured
- F) voluntary worker
- G) person undertaking study or work experience while under the supervision of the Insured

while under the direct control or supervision of the Insured

Section 5 Additional Liabilities Insurance - Abuse

The Company will provide indemnity to any Person Entitled to Indemnity

- 1** against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is
 - A) first made in writing to the Insured (or any other Person Entitled to Indemnity) during the Period of Insurance and
 - B) notified to the Company during or within thirty days after expiry of the same Period of Insurance
- 2** in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in 1 above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of indemnity under 1 above incurred with the Company's written consent

Provided that in respect of any Loss the following shall apply

- 1** the total amount payable under this Section (including all Memoranda) shall not exceed the Limit of Indemnity stated in the Certificate
- 2** where the Company is liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity
- 3** the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim can be settled
The Company will then relinquish control of such claim and be under no further liability in respect thereof
- 4** all Loss shall be deemed to be made in the Period of Insurance when
 - A) the first claim in respect of Loss was first made in writing to the Insured (or any other Person Entitled to Indemnity) and notified to the Company
 - or
 - B) the first notification of any circumstance in respect of Loss was first made in writing to the Company
- 5** Where Loss involves one or more claimants
 - A) the Company shall not provide indemnity against the consequences of any circumstances
 - 1) where the first claim in respect of Loss was made against the Insured (or any other Person Entitled to Indemnity) and notified to the Company under any policy which was in force prior to the Period of Insurance or
 - 2) where the first notification of any circumstance in respect of Loss was first made to the Company under any policy which was in force prior to the Period of Insurance
 - B) the total amount payable shall not exceed the Limit of Indemnity

Special Provision applicable to Section 5

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

Exclusions applicable to Section 5

The indemnity will not apply to legal liability

- 1** arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
 - A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Insured
 - 3) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
 - B) aircraft or other aerial device
 - C) aerospacial device
 - D) hovercraft
 - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2** for Injury to any Person Employed arising out of and in the course of employment by the Insured
- 3** for
 - A) fines or penalties
 - B) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 4** arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 5** in the event of any intentional wilful or deliberate non-compliance by
 - A) any director of the Insured or
 - B) any Person Employed with specific responsibility for the protection from Abuse of children or any other vulnerable personwith any procedural guidelines adopted by the Insured concerning Abuse
- 6** in respect of claims arising from Loss caused prior to the Retroactive Date
- 7** in respect of claims arising out of circumstances
 - A) known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance or
 - B) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim

General Conditions Applicable to Sections 1 2 3 and 5

1) Observance

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

2) Policy Voidable

In the event of the Insurer being entitled to avoid this Policy from inception or from the time of any variation in the insurance provided the Insurer may at its discretion maintain the Policy in full force but exclude the consequences of any non-disclosure misrepresentation or other action giving rise to the right to avoid the Policy

3) Reasonable Precautions

The Insured at his own expense shall

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in sound condition
- B) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

4) Premium Adjustments

If any part of the premium or renewal premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Insurer to inspect such record

The Insured shall within one month after expiry of each Period of Insurance provide such information as the Insurer may require The premium or renewal premium shall then be adjusted and the difference paid by or allowed to the Insured subject to any minimum premium that may apply

5) Notice of Cancellation

This Policy may be cancelled by the Insurer sending 30 day's written notice by recorded delivery letter to the Insured's last known address

The Insured shall be entitled to a proportionate return of premium calculated from the date of cancellation subject to any minimum premium that may apply

6) Law Applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

7) Data Protection Act

All personal information supplied by the Insured will be treated in confidence by the Royal & Sun Alliance Insurance plc and its Holding and Subsidiary Companies and will not be disclosed to any third parties except where the Insured's consent has been received or where permitted by law In order to provide the Insured with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance plc and its Holding and Subsidiary Companies or our agents or subcontractors

Royal & Sun Alliance Insurance plc and its Holding and Subsidiary Companies may pass the Insured's personal data to other companies for processing on its behalf Some of these companies may be based outside Europe in countries which may not have laws to protect personal data but in all cases the Insurer will ensure that it is kept securely and only used for the purposes for which it was provided Details of the companies and countries involved can be provided to you on request

Claims Conditions Applicable to Sections 1 2 3 and 5

1) Notification

The Insured shall give to the Insurer immediate written notice via Perkins Slade Ltd with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)
Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Insurer immediately on receipt

Written notice shall also be given by the Insured to the Insurer immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

2) Defence of a Claim

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Insurer may require

All benefit is forfeited if fraudulent means are used by or on behalf of the Insured or any Person Entitled to Indemnity to obtain any benefit under this Policy

3) Contribution

Other than in respect of Extensions 3 and 7 to Section 1 if at the time of any claim there is or but for the existence of this Policy any other insurance covering the same liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

4) Series of Claims

Any claim or series of claims which have as their originating cause or source the same event or which are otherwise causally connected shall constitute a single claim for the purposes of this claim

5) Misrepresentation

This insurance shall be voidable in the event of misrepresentation mis-description or non-disclosure of any material fact or circumstance

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA

Tel: 0800 1076160
Fax: 01422 325146
e-mail: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied, Royal & SunAlliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800
e-mail: enquiries@financial-ombudsman.org.uk
web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

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

Royal and Sun Alliance Insurance plc (No 93792),
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised and regulated by the Financial Services Authority