

Insurance policy

Not for profit management liability

Policyholder services

We offer a range of exclusive services for policyholders, which provide practical advice and professional help from industry experts.

Cyber risks helpline

Market cyber risks policyholders can access our helpline, provided by Markel Law LLP, to obtain expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

Employer helpline and guides

Market employment law protection policyholders can access our employer helpline and guides provided by employment law specialists at Markel Law LLP. The employer helpline must be used whenever TUPE issues could potentially arise.

PR crisis management

Specified Market policyholders have access to specialist public relations advice, public relations organisation, The Counsel House (TCH), to manage adverse press coverage should certain claims situations arise.

Please note:

Cyber risks helpline is available exclusively with cyber and data risks cover.

Employer helpline and guides is available exclusively with employment law protection cover.

PR crisis management is available exclusively with the following policy sections: directors and officers, management liability, executive liability, professional liability, cyber and entity defence. For social welfare, community groups and not-for-profit management liability policyholders, PR crisis management is also available with general liability and professional liability.

For further information, please visit

www.markelinternational.com/policyholderservices

Contents

Welcome	2
The insurance contract.....	2
The cover provided	2
Exclusions	2
The meaning of highlighted words	2
Important information	3
How to make a claim	3
Fraudulent claim	3
Our reliance on the information provided to us	3
How to cancel this policy	4
How to make a complaint.....	5
Details of the Financial Services Compensation Scheme	6
Language	6
Regulatory authorities	6
Data protection.....	6
Information notices	6
Minimisation and notification.....	6
Rights of third parties	7
Sanctions limitation.....	7
Choice of law.....	7
Cover sections	8
Words with special meanings that apply throughout this policy (general definitions)	8
1 Executive liability	11
2 Entity defence.....	22
3 Professional liability.....	29
4 Employment law protection	37
5 Fidelity	42
6 Cyber and data risks.....	46
Claims conditions that apply to this policy as a whole (claims conditions).....	55
Other conditions that apply to this policy as a whole (general conditions)	58
What is not covered (general exclusions).....	61

Welcome

Welcome and thank you for choosing to buy your Not-for-profit policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between **you** and **us**. Please carefully read the following and keep them in a safe place:

- this document,
- the schedule, and
- any endorsements that apply

The insurance contract

In return for payment of the premium shown in the schedule, **we** agree to insure **you** as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

The cover provided

The cover provided depends on which sections of cover you have chosen.

It is important that:

- **you** check that the sections you have requested are included in the schedule
- **you** check that the information **you** have given **us** is accurate – see 'our reliance on the information provided to us' in the 'important information' section
- **you** notify **your** broker as soon as practicable of any inaccuracies in the information **you** have given **us**
- **you** comply with **your** duties under each section of cover and under this policy as a whole.

Exclusions

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

Some exclusions apply to this policy as a whole and are found under 'what is not covered (general exclusions)'.
There are also exclusions that apply to specific sections of cover. These are found in each section of cover under the heading 'what is not covered'.

The meaning of highlighted words

Some of the words in this policy have a special meaning, **we** have highlighted these words in bold print.

Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.
Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words is found in the list of 'words with special meaning (definitions)' in each section of cover.

Important information

How to make a claim

If **you** want to make a claim under this policy, either:

- contact **your** insurance broker, or
- contact **us** by
 - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
 - phoning our claims team on 0345 355 2227, or
 - email our claims team – claimsuk@markelintl.comquoting your policy number and the name of the policyholder shown in the policy schedule.

Things you must do

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If **you** fail to comply with these conditions **we** may not pay **your** claim or any payment could be reduced.

Fraudulent claim

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example a **officer** or an **insured person**), and a fraudulent claim is made under this policy by or on behalf of a covered person, **we** may exercise the same rights as above as if there was an individual contract of insurance between the covered person and **us**. However, the exercise of any of these rights shall not effect the cover provided under this policy for any other person.

In respect of any fraudulent claim under section of cover 1 (executive liability), **we** will not exercise **our** right to treat this policy as having been terminated.

Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **you** become aware that information **you** have given **us** is inaccurate **you** must inform **us** as soon as practicable.

The information **you** have provided us constitutes **your** fair presentation of risk.

A 'fair presentation of the risk' is one

- which discloses to **us** every material circumstance which **you** know of or ought to know of, or

- gives **us** sufficient information to put **us** on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
- which makes that disclosure in a manner which is reasonably clear and accessible to us

and

- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A 'material circumstance' is one that would influence **our** decision as to whether or not to agree to insure **you** and, if so, the terms of that insurance. If **you** are in any doubt as to whether a circumstance is material **you** should disclose it to **us**.

If **you** fail to make a fair presentation of risk there are a number of remedies available to **us** which are set out in general condition 7 (breach of the duty of fair presentation) in the section 'conditions that apply to this policy as a whole (general conditions)'.
We will write to **you** if **we** intend to take one of these remedies.

We will write to **you** if **we** intend to take one of these remedies.

How to cancel this policy

You can cancel this insurance (other than section of cover 1 (executive liability)) at any time by writing to **your** broker.

We can cancel this insurance (other than section of cover 1 (executive liability)) by giving **you** 30 days written notice. **We** will only do this for a valid reason, examples of valid reasons are:

- a change in risk occurring which means **we** can no longer provide **you** with insurance cover
- non-cooperation or failure to supply any information or documentation **we** request.

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date **you** receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

Refund of premium

If **we** pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If **we** haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if **we** cancel this policy **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time **you** have been covered will be half the annual premium.
- if **you** cancel this policy within the cooling-off period **we** will return to **you** all of the premium paid without any deduction.
- if **you** cancel this policy outside the cooling-off period **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way **we** calculate the return premium may differ, please refer to general condition 2 (premium payment).

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your** insurance broker.

In the event that **you** remain dissatisfied and wish to make a complaint **you** can do so at any time by either writing to:

Markel (UK) Limited
Verity House
6 Canal Wharf
Leeds
LS11 5AS

or to:

Markel International Insurance Company Ltd
20 Fenchurch Street
London
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk

The contact details for the FOS are:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on
mobile tariffs in the UK)

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

Website: www.financial-ombudsman.org.uk

In certain situations **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

If **you** are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and **you** employ more than 10 employees, **you** are not eligible to refer **your** complaint to the Financial Ombudsman Service. If **you** are unsure whether **you** are able to refer **your** complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect **your** right to take legal action.

Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 **you** may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover **you** hold:

- compulsory insurance, such as employer's liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme
- website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

Language

This policy and all correspondence between **you** and **us** in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3BY.

Data protection

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** collect and use relevant information about individual insureds to provide **you** with **your** insurance cover and to meet **our** legal obligations.

This information includes individual insureds' details such as their name and address [and may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** full Market privacy notice, a copy of which is available online at www.markelinternational.com/foot/privacy-policy/ or on request.

Information notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

You agree to provide to each individual insured **our** short form information notice set out in **our** proposal forms or risk profiles on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that you first provide information about the individual to **us**.

Minimisation and notification

We are committed to using only the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

You must promptly notify **us** if an individual insured contacts **you** about how **we** use their personal details in relation to **your** insurance cover so that **we** can deal with their queries.

Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Sanctions limitation

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the **United Kingdom**

Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between **you** and **us** in connection with this policy will take place in the courts of the part of the **United Kingdom** in which **you** live or have **your** registered office.

Cover sections

Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured, you, your, yours. The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover. When these words appear in either

- conditions that apply to this policy as a whole', or
- 'exclusions that apply to this policy as a whole'

then they will have the meaning which is given in the relevant section of cover.

Computer equipment means any:

- computer
- electronic data processing device, equipment or system

and includes any:

- hardware
- software programme instruction
- data
- component

utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

Computer virus means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

Costs and expenses means legal costs and expenses incurred

- by us, or
- by **you** (provided **we** have agreed with **you** in writing that **you** may incur these costs and expenses)

but does not include

- damages and costs awarded against **you**
- any kind of payment for work or service due to **you**.

Crisis response service means public relations specialist services that **we** provide.

Discovery period means the period immediately following the expiry of the period of insurance shown in the policy schedule during which

- a claim, or
- circumstance for which cover is provided under the appropriate section of cover

can be reported to **us**.

Employment wrongful act means any actual or alleged

- act or omission that results in a dispute in connection with the employment of an **employee** or prospective **employee**, or
- **retaliatory treatment**

committed or allegedly committed by **you**.

Mould means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

Mould event means any actual, alleged or threat of:

- contact with,
- exposure to,
- inhalation of,
- absorption of,
- discharge of,
- dispersal of,
- seepage of,
- migration of,
- release of,
- escape of,
- presence of,
- growth of

mould.

Our, us, or we means Markel International Insurance Company Limited.

Pollution means the:

- discharge,
- dispersal,
- release, or
- escape

of any irritant or contaminant-

Proposal means all the information supplied to **us** (whether by written, electronic or any other means) for the purpose of affecting this policy.

Retaliatory treatment means action taken against an **employee** on account of the **employee** exercising or attempting to exercise their rights under law.

Terrorism means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political,
- religious,
- ideological,
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

United Kingdom means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unlawful association means any unlawful organisation which is engaged in **terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

War means:

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.

1 Executive liability

Please look at the policy schedule to see if this cover is provided.

What is covered

a Officer's liability

We will pay any **officer** for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a **officer** during the performance of their duties as a **officer** of **yours** including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a **officer** of **yours**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition **we** will pay

- the **officer's costs and expenses** resulting from the claim.
- punitive or exemplary damages awarded against the **officer** where the payment is lawfully allowed under this policy.
- the premium paid by the **officer** for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

If claims are made against both **you** and the **officer** and those claims arise from the same **wrongful act**, **we** will pay the **officer's costs and expenses** in full even if those **costs and expenses** incidentally benefit **you**. However, this does not apply if the **wrongful act** is an **employment wrongful act**.

However, if **you** are legally allowed to pay the **officer** under **your** Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability and **we** reimburse **you** or make that payment on **your** behalf under section of cover h (reimbursement) below, then **we** will not make any payment under this section of cover a (officers liability).

b Outside board cover

We will pay any **officer** for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by an **officer** during the performance of their duties as an **officer** of, or in any managerial or supervisory capacity in, the **outside company** when they hold that position at **your** written request including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under **United Kingdom** law

- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of **officer** of the **outside company**.
- Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition **we** will pay

- the **officer's costs and expenses** resulting from the claim.
- punitive or exemplary damages awarded against the **officer** where the payment is lawfully allowed under this policy.
- the premium paid by the **officer** for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

c Disqualification proceedings

We will pay any **officer** for **costs and expenses** arising from **disqualification proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **officer** recovers from the **organisation** and where **we** pay the **organisation** under 'h' (reimbursement) below.

d Investigation costs

We will pay any **officer** for **costs and expenses** arising from an **investigation** which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **officer** recovers from **you** and where **we** pay **you** under 'h' (reimbursement) below.

e Environmental proceedings

We will pay any **officer** for **costs and expenses** arising from **environmental proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **officer** recovers from **you** and where **we** pay **you** under 'h' (reimbursement) below.

f Extradition proceedings

We will pay any **officer** for **costs and expenses** arising from **extradition proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **officer** recovers from **you** and where **we** pay **you** under 'h' (reimbursement) below.

g Manslaughter claims cover

We will pay any **officer** for **costs and expenses** arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **officer** recovers from **you** and where **we** pay **you** under 'h' (reimbursement) below.

h Reimbursement

If **you** are legally allowed to pay on behalf of an **officer** any amount which the **officer** would otherwise be entitled to payment by **us** under

- a above (officers liability)
- c above (disqualification proceedings)
- d above (investigation costs)
- e above (environmental proceedings)
- f above (extradition proceedings)
- g above (manslaughter claims cover)

then **we** will reimburse **you** for that payment.

i Discovery period

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if any **officer** or **you** declines to accept **our** renewal terms, then the **officer** or **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to:

- **wrongful acts**
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The **discovery period** can be extended from 30 days to:

- 90 days subject to an immediate payment to **us** of 25% of the premium applicable to this section of cover.
- 180 days subject to an immediate payment to **us** of 50% of the premium applicable to this section of cover.
- 12 calendar months subject to an immediate payment to **us** of 100% of the premium applicable to this section of cover.

The extension of the **discovery period** must be requested within 30 days of the expiry of the period of insurance shown in the policy schedule and can only be extended once.

The **officer** or **you** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

If a **discovery period** is also provided under 'j' (retired officers) then the two **discovery periods** shall run concurrently.

j Retired officers

If, for any reason, **we** or any **officer** or **you** refuse to renew this section of cover a **retired officer**

shall automatically be entitled to a 72 calendar months **discovery period**.

The **discovery period** shall only apply to:

- **wrongful acts**
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The **retired officer** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

If a **discovery period** is also provided under 'i' (discovery period) then the two **discovery periods** shall run concurrently.

k **Public relations crisis management**

We will pay any **officer** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following a **crisis**.

In addition **we** will pay any other related costs agreed with **us**.

l **Non-executive directors**

If the **limit** of this section of cover and any other cover that the **officer** is entitled to is completely used up, **we** will consider the **limit** to be increased by a further 10% but only in respect of **costs and expenses** incurred in the **officer's** capacity as a non-executive director of **yours**.

m **Emergency costs and expenses**

If **our** prior written consent cannot reasonably be obtained before a **officer** becomes subject to **costs and expenses** (or costs resulting from the use of the **crisis response service**) then **we** will agree to pay these up to a maximum of 10% of the **limit**.

n **Compensation for court attendance**

If at **our** request

- any **officer** of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any **officer** £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all **costs and expenses**, plus

- all punitive or exemplary damages, plus
- all premiums for insurance or bonds required to begin an appeal,

is the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **crisis response service** is £25,000. This amount is in addition to the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** arising from **environmental proceedings** is £250,000. This amount is not in addition to the **limit**.

Under 'h' (reimbursement) **we** will not pay the **excess** where:

- action for damages is brought in a court of law of, or **costs and expenses** arise within, the United States of America, or
- action is brought in a court of law elsewhere to enforce a judgement of a court of law of the United States of America.

This amount must be paid by **you**.

What is not covered (exclusions)

1 Other insurance

We will not pay an **officer** or **you** where they or **you** have a right to payment under any other insurance.

However, if they have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance

2 Legal action

We will not pay an **officer** or **you**

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.
- where **disqualification proceedings, investigation, environmental proceedings** or **extradition proceedings** are ordered or commissioned outside that jurisdiction.

3 Employment disputes

If

- **you** are an unincorporated body, or
- if section of cover 4 (employment law protection) has been chosen

then **We** will not pay an **officer** or **you** for

- an **employment wrongful act**
- an **investigation** in respect of employment discrimination or health and safety.

4 Dishonest and malicious acts

We will not pay an **officer** or **you** if the **officer** admits to dishonest, fraudulent or malicious conduct

or if this is established in a judgement or final ruling.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of the dishonest, fraudulent or malicious conduct of the **officer**.

5 Remuneration

We will not pay an **officer** or **you** to the extent of any remuneration of any kind that is due to any **officer** or **employee**.

6 Prior and pending litigation

We will not cover any claim made against any **officer** or **you** or pay any **costs and expenses** arising from

- a **wrongful act**
- **disqualification proceedings**
- an **investigation**
- **environmental proceedings**
- **extradition proceedings**
- any proceedings brought under the Corporate Manslaughter and Corporate Homicide Act

arising in any way from any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **officer, you** or an **outside company** that was first started prior to the date that this section of cover came into force.

We will not cover any claim, proceedings or circumstances which have been reported or notified under any contract of insurance which this section of cover renews or replaces.

7 Pollution

We will not pay an **officer** or **you** in respect of any claim or proceedings arising from or in any way involving **pollution**.

This exclusion does not apply to section of cover 'e' (environmental proceedings).

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **pollution**.

8 Injury or property damage

We will not cover any claim for

- **injury** to any person
- loss, damage, destruction or loss of use of property.

This exclusion does not apply to emotional distress arising from

- libel, slander or defamation
- **employment wrongful act** (provided section of cover 4 (employment law protection) has not been chosen)

This exclusion does not apply to the criminal prosecution of any **officer** for manslaughter in relation to **your** activities,

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **injury** or loss, damage, destruction or loss of use of property.

9 Pension funds

We will not pay an **officer** or **you** in respect of any claim or proceedings arising from the **officer** acting in the capacity of trustee or administrator of any pension, retirement or superannuation scheme or programme created for the benefit of an **officer** or **employee**.

10 Takeover or merger.

We will not cover any actual or alleged **wrongful act** committed or attempted after the effective date of **your** takeover or merger by or with any person or entity.

We will not cover any **disqualification proceedings, investigations, environmental proceedings** or **extradition proceedings** instigated after the effective date of **your** takeover or merger by or with any person or entity.

11 Professional duties to third parties

We will not cover any claim made by a third party for any breach of any professional duty owed to that party.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of breach of professional duty owed.

13 Punitive and exemplary damages (employment)

We will not cover the cost of any punitive or exemplary damages awarded in relation to any claim arising from or in any way involving an **employment wrongful act**.

This exclusion shall not apply to exemplary damages in respect of employment related libel, slander or defamation.

14 Charities

If **you** and/or the **outside company** are a registered charity then **we** will not pay an **officer** or **you**

- in respect of any claim or proceedings arising from a **wrongful act** which the **officer** knew to be a breach of duty or which was committed by the **officer** in reckless disregard of whether it was a breach of trust or duty or not
- for the unsuccessful defence to a criminal prosecution brought against the **officer** in their capacity as an **officer** or **yours** or an **officer** of the **outside company**.

15 Funding exclusion

We will not pay an **officer** or **you** where the **officer's** and/or **your** legal liability and/or **costs and expenses** arise in any way from any dispute between **the officer** or **you** and the following providers of finance or funds in relation to **your** legal entitlement to, or obtaining of, the finance or funds

The providers of finance to which this exclusion applies are:

- a non enterprise, or government business enterprise, or a government agency; or
- a local authority or local authority agency; or
- a European Union funding agency.

Conditions that apply to this section of cover

1 Unintentional non-disclosure

You or the **officer** must have provided the **proposal** with reasonable skill and care and after having made all reasonable and appropriate enquiries.

Despite general condition 7 (breach of the duty of fair presentation):

- If **you** or the **officer** have made any misrepresentation or non-disclosure of any material facts or circumstances then **we** will not avoid this section of cover
 - unless either:
 - **we** reasonably believe the misrepresentation or non-disclosure was deliberate or reckless; or
 - **we** would not have underwritten this section of cover on any terms if the facts or circumstances had been disclosed or not misrepresented
 - and provided that
 - where **you** or the **officer** should have notified **us** during a preceding period of insurance to that shown in the policy schedule of a claim or the instigation of **disqualification proceedings, investigation, environmental proceedings or extradition proceedings** and the cover to which **you** or the **officer** would have been entitled was in any way more restrictive than that provided at the date of notification **we** will only be liable to the extent available during that preceding period of insurance.
 - where **you** or the **officer** have prejudiced the handling or settlement of any claim, **disqualification proceedings, investigation, environmental proceedings or extradition proceedings**, the amount **we** will pay **you** will be reduced to the amount which, in **our** opinion, would have been payable in the absence of the prejudice.
- Subject to the above, if **you** or the **officer** make any misrepresentation or non-disclosure of any material facts and **we** would still have underwritten this section of cover but on different terms had the facts been disclosed or not misrepresented, then **we** may instead:
 - reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which **we** would have charged had **you** or the **officer** told **us** about a material fact or circumstance. The same reduction will be applied to any claims which have already been paid and any overpayment of claims by **us** will be repaid by **you** or the **officer**; and/or
 - treat this section of cover as if it had included such additional terms (other than terms relating to premium) as **we** would have imposed had **you** or the **officer** told **us** about a material fact of circumstance. These additional terms will apply equally to existing, past and future claims.
- **We** will not deny payment on the grounds of the breach of claims conditions 1 or 2 of this policy subject to the above.

2 Cancellation

Neither an **officer** nor **you** have a right to cancel this section of cover or to reduce the cover provided.

We will only consider a request for cancellation or a reduction in cover if **we** are reasonably satisfied that the request has been sanctioned by all the **officers** whose rights under this section of cover are or may be affected.

Whether or not **we** agree to a request for cancellation or reduction in cover is at **our** complete discretion.

3 Offering

If **you** decide to make a public or private offering of **your** shares or other equity interest during the period of insurance shown in the policy schedule then

- **you** shall provide **us** with
 - any prospectus, and/or
 - any offering statement, and/or
 - any other information **we** may require
- **we** may at our discretion
 - amend the terms, limitations, exclusions and/or conditions of this section of cover, and/or
 - charge an additional premium.

4 Severability

Nothing in the **proposal** or otherwise known or done by any **officer** shall be attributed to any other person in determining any right or obligation of the **officer** under this section of cover.

In no case shall an **officer** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **officer**.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Crisis means

- the allegation of a **wrongful act** committed by the **officer** during the period of insurance shown in the policy schedule
- the successful defence of an allegation of a **wrongful act** originally alleged to have been committed by the **officer** during the period of insurance shown in the policy schedule

where, in **our** opinion, there is a risk to the livelihood of the **officer** as a consequence of adverse press, publicity or media attention.

Crisis response service means public relations specialist services that **we** provide.

Officer means

- any person who was, is, or during the period of insurance shown in the policy schedule becomes a governor, director, council member, officer or trustee of **yours**.
- Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- Any **employee** of **yours**.
- The lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- The estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

Disqualification proceedings means legal action taken against the **officer** following which they are liable to be disqualified from continuing to be a director or officer of **yours**.

Employee means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers

and who are working for and under **your** direct control in connection with **your** activities.

Environmental proceedings means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

Extradition proceedings means proceedings brought against the **officer** under

- the Extradition Act 2003, or
- any legislation amending or re-enacting the Act

including any appeal relating to those proceedings.

Injury shall mean bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

Investigation means any

- official investigation
- examination
- inquiry, or
- other proceedings

(other than when arising from **pollution** or alleged **pollution**) by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

Outside company means

- any registered charity
- any trade, research, promotional, training or similar organisation existing for non-profit making purposes (whether incorporated or not)

- any profit-sharing or share option committee, sports, social or similar association or organisation (whether incorporated or not) that is established or conducted for the **officers** and their family's or dependent's benefit or the benefit of and **employee** and their families and dependents.

but this does not include any company, charity or non-profit making organisation that is domiciled, registered or incorporated in the United States of America.

Retired officer means any natural person who voluntarily ceased to be an **officer** during the period of insurance shown in the policy schedule and who does not resume a position of **officer**.

Shareholder action means a claim brought by any shareholder or bondholder of the **organisation** (which is made without any solicitation by, or assistance or participation of, any **officer**) due solely to any actual or alleged loss in value of the share capital of the **company**.

Subsidiary company means any company where **you**

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

If a company ceases to be a subsidiary cover will continue but only for

- wrongful acts covered under 'a' (officers liability)
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

But, **subsidiary company** shall not include any company acquired or created on or after the inception date of this policy which is domiciled, registered or incorporated in the United States of America unless agreed by **us** in writing.

Wrongful act means any actual or alleged wrongful act, error or omission committed or attempted by a **officer** during the performance of their duties as an **officer of yours** including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a **officer of yours**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

You/your/yours shall mean

- the charity or not for profit organisation named as the policyholder in the policy schedule, and
- the **subsidiary company**.

2 Entity defence

Please look at the policy schedule to see if this cover is provided.

What is covered

a Public relations crisis management

We will pay **you** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following a **crisis** first occurring and reported to **us** during the period of insurance shown in the policy schedule.

In addition **we** will pay any other related costs agreed with **us**.

b Identity fraud

We will pay **you** for **costs and expenses** in establishing that **identity fraud** has occurred following the attempted enforcement within the **United Kingdom** of an agreement in connection with **your business** by a third party and which is first discovered and reported to **us** during the period of insurance shown in the policy schedule

We will not pay **you** under this section of cover if cover is provided under section of cover 5 (Fidelity) or would be

- if the section of cover had been chosen, or
- but for the excess or any conditions applicable to section of cover 5 (Fidelity).

c Investigations

We will pay **you** for **costs and expenses** arising from an **investigation** which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **you** under this section of cover for **costs and expenses** arising from an **investigation** in respect of employment discrimination and/or health and safety if section of cover 4 (employment law protection) is in force.

d Corporate manslaughter

We will pay **you** for **costs and expenses** arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

e Breach of contract

We will pay **you** for **costs and expenses** in defending a claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule for alleged breach of any express written contract or agreement between **you** and **your** customer for the provision of goods or services in connection with **your business**.

We will not pay **you** for defending a claim alleging

- infringement of copyright, patent, registered design, trademark, merchandise marks or any other intellectual property rights
- breach of any secrecy and/or any confidentiality agreements.

We will not pay **you** for defending a claim relating to any licence or franchise agreement.

We will not pay **you** for defending a claim involving an **employment wrongful act**

We will not pay **you** for defending a claim

- involving the ownership, occupation or use of any land or building
- relating to the tenancy or letting of property
- relating to the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property.

We will not pay **you** for defending a claim involving the provision of insurance.

We will not pay **you** for defending a claim relating to modified proprietary and/or bespoke software and/or hardware and/or hardware systems.

We will not pay **you** for defending a claim involving an amount of less than £5,000.

f Pollution

We will pay **you** for **costs and expenses** in defending a claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged **wrongful act** committed by an **officer** during the performance of their duties as an **officer** of **yours** which results in **pollution**.

In addition **we** will pay **you** for **costs and expenses** arising from **environmental proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

g Taxation

We will pay **you** for **costs and expenses** in negotiating on **your** behalf and in an **appeal** following a **tax investigation** by HM Revenue and Customs which is first **instigated** and reported to **us** during the period of insurance shown in the policy schedule.

We will not pay **you** for **costs and expenses** in respect of

- an **aspect enquiry**
- any **tax investigation** arising from a tax avoidance scheme
- any **tax investigation** caused by **your** failure to register for Value Added Tax
- any **tax investigation** or enquiry into alleged dishonesty or alleged criminal offences
- an application for judicial review.

We will not pay you for **costs and expenses** after a **tax investigation** first becomes referred to or dealt with by Special Investigations or Civil Investigations of Fraud Units of HM Revenues & Customs.

We will not pay **you** to the extent of the cost of undertaking anything which **you** would necessarily deal with in the absence of a **tax investigation**.

h Data protection

We will pay **you** for **costs and expenses** in defending a claim (and in an appeal) first made against **you** and reported to **us** during the period of insurance shown in the policy schedule for a breach or alleged breach of the Data Protection Act 1988 (or any legislation amending or re-enacting the Act, for example General Data Protection Regulation) in connection with **your business**.

We will not pay **you** under this section of cover for **costs and expenses** if the breach or alleged breach involves data processed outside the European Union.

We will only pay **you** under this section of cover if **you** have a data protection accountability statement which is reviewed at least annually

i **Discovery period**

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to

- a **crisis** occurring, or
- **identity fraud** committed, or
- an **investigation, environmental proceedings** instigated, ordered or commissioned, or
- **tax investigation instigated**, or
- a breach of **contract** occurring, or
- a **wrongful act** committed or allegedly committed, or
- a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act, occurring

during the period of insurance shown in the policy schedule.

You shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- all **costs and expenses**, plus
- costs resulting from the use of the **crisis response service**

is the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **crisis response service** is £25,000. This amount is not in addition to the **limit**.

Under section of cover 'c' (investigations) **we** will not pay the **excess**. This amount must be paid by **you**.

What is not covered (exclusions)

1 **Other insurance**

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance

2 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover became operative then **we** will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** that arises from such circumstances.

3 Dishonest and malicious acts

We will not pay **you** if **you** admit to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

4 Known acts

We will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** that arises from something **you** did knowing it to be wrongful or ignoring that possibility.

5 Disputes between insureds

We will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** arising from any dispute between **insureds** in the same partnership, trust or committee.

6 Takeover or merger

We will not pay **you** for any **costs and expenses** or costs resulting from the use of the **crisis response service** arising from

- any **crises** occurring
- any **identity fraud** discovered
- any **investigation** or **environmental proceedings** ordered or commissioned
- any **tax investigation instigated**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 that are ordered or commissioned
- any claim made against **you**
- an **appeal** made

after either

- the effective date of **your** takeover or merger by or with any person or entity, or
- the appointment of an administrator, liquidator, trustee, receiver or any other similar official.

7 Legal action

We will not pay **you** for any **costs and expenses** where

- a claim is brought in a court of law outside the jurisdiction of the **United Kingdom**, and/or
- where action for damages is brought in a court of law within the jurisdiction of the **United Kingdom** to enforce a foreign judgement.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Appeal means

- in respect of a **tax investigation**
 - appeal proceedings in respect of a **full enquiry**, and/or
 - appeal proceedings in a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations, and/or
 - appeal proceedings following an assessment for Value Added Tax due.
- in respect of a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act
 - an appeal against the refusal of **your** application for registration by the Data Protection Commissioner
 - an appeal against the refusal of an application for the alteration of registered particulars by the Data Protection Commissioner
 - an appeal against an enforcement notice
 - an appeal against a de-registration notice
 - an appeal against a transfer prohibition notice.

Aspect enquiry means an examination by HM Revenue & Customs which considers one or more specific aspects of **your** self assessment and/or corporation tax return.

Business means **your** normal business activities.

Crisis means

- allegations of fraud or corruption
- serious injury to **employees** or members of the public
- dismissal or resignation of members of **your** main board of directors, trustees, governors or council members
- investigation by any official body or institution that is empowered to investigate **your** affairs

where in **our** opinion there is a risk to **your business** as a consequence of adverse press, publicity or media attention within the **United Kingdom**.

Crisis response service means public relations specialist services that **we** provide.

Director or officer means any natural person who was or is or who may be in the future

- a governor, director, council member, officer or trustee of **yours**, or
- an **employee**, or
- a shadow director as defined under **United Kingdom** law.

Employee means any person (other than an independent agent, consultant, sub-contractor or professional

advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteer

and who are working for and under **your** direct control in connection with **your business**

Environmental proceedings means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs arising from **pollution** or alleged **pollution**.

Excess means £1000.

Full enquiry means a fundamental challenge to and an extensive examination of **your** tax affairs by HM Revenue & Customs.

Identity fraud means an agreement with a third party entered into by anyone other than a **director or officer** who fraudulently represents themselves as **you**

Insured, you, your, yours means the charity or not for profit organisation named as the policyholder in the policy schedule and any **subsidiary company**.

Instigated means

- in respect of a **full enquiry**, the date HM Revenue & Customs first notifies **you** in writing of their intention to make enquiries
- in respect of disputes concerning **your** compliance with Pay As You Earn or Social Security Regulations or **your** liability to pay Value Added Tax, the date when HM Revenue & Customs sends **you** an assessment or written decision.

Investigation means any official investigation, examination, inquiry or other proceedings instigated against **you** by any official body or institution, other than HM Revenue & Customs that is empowered to investigate **your** affairs within the **United Kingdom**.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

Subsidiary company means any company where the person named as the policyholder in the policy schedule

- owns more than 50% of the share capital

- has a majority of the voting rights
- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for

- a **crisis** occurring, or
- **identity fraud** committed, or
- an **investigation, environmental proceedings or tax investigation** instigated, ordered or commissioned, or
- corporate manslaughter proceedings brought, or
- a breach of **contract** occurring, or
- a **wrongful act** committed, or
- a breach or alleged breach of the data protection Act 1998, or any legislation amending or re-enacting the Act, occurring

before it stopped being a subsidiary.

Tax investigation means

- a **full enquiry**, and/or
- a dispute concerning **your** compliance with Pay as You Earn or Social Security Regulations, and/or
- a dispute concerning **your** liability for Value Added Tax

Wrongful act means any actual or alleged wrongful act, error or omission committed or attempted by a **director or officer** during the performance of their duties as an **officer** of **yours**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, will constitute a single wrongful act.

3 Professional liability

Please look at the policy schedule to see if this cover is provided.

What is covered

a Civil liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

committed during the carrying out of **your professional services**.

In addition **we** will pay **your costs and expenses** resulting from the claim

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for all claims in total plus all **costs and expenses** is the limit.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to **your** legal liability for damages and **costs and expenses** in respect of each claim or series of claims arising from the same original cause.

b Public relations crisis management

We will pay **you** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following

- any actual or alleged incident of abuse, maltreatment or molestation
- the death or injury
- the disappearance, misplacing or abduction

of any person in **your** care, first occurring and reported to **us** during the period of insurance shown in the policy schedule, which could result in a claim under section of cover 1a (civil liability) and where, in **our** opinion, there is a risk to **your business** as a consequence of adverse press, publicity or media attention.

In addition **we** will pay any other related costs agreed with **us**.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **crisis response service** is £25,000.

c Loss of documents

We will pay **you** the amount of money spent by **you** in replacing or restoring any **document** which, during the period of insurance shown in the policy schedule, has been either

- physically destroyed or damaged, or
- lost or mislaid and which cannot be found after careful search

and which is reported to **us** during that same period of insurance.

What we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule is £10,000

We will not pay **you** for the first £100 of the amount spent for each and every occurrence of destruction, damage, loss or misplacement. this must be paid by **you**.

We will not pay **you** if the destruction, damage, loss or mislaying of the **document** arises in any way from the

- failure, or
- the failure to produce the desired or intended result

of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage.

d Compensation for court attendance

If at **our** request

- any governor, director, council member, officer or trustee of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay **you** the following amounts:

- for governor, director, council member, officer or trustee £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

e Discovery period

If **we** refuse to renew this section of cover (3 – professional liability) for reasons other than

- non-payment of premium; or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** will automatically be entitled to a 30 day **discovery period**.

The **discovery period** will only apply to **wrongful acts** first committed or allegedly committed during the period of insurance shown in the policy schedule.

You will not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

What is not covered (exclusions)

1 Other insurance

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2 Legal action

We will not pay **you**

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.

3 Employers liability

We will not pay **you** where **your** legal liability arises in any way from

- **injury** to any **employee** that results from their employment by **you**, or
- a breach of your responsibility as an employer to any **employee** or prospective **employee**.

4 Property

We will not pay **you** where **your** legal liability arises in any way from the ownership, possession or use by **you** or on **your** behalf of any

- land
- buildings
- aircraft
- watercraft, or
- mechanically propelled vehicle.

5 Dishonest and malicious acts

We will not pay **you** where **your** legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning that act or omission.
- **we** will deduct from any amount payable by **us**:
 - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

6 Penalties or liquidated damages

We will not pay **you** where **your** legal liability arises from any agreement **you** have entered into to pay penalties or liquidated damages if **your** liability is increased beyond that applicable in the absence of the agreement.

7 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

8 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability that arises from those circumstances.

9 Retroactive date

We will not pay **you** where **your** legal liability arises from the carrying out of **your professional services** prior to the **retroactive date**.

10 Pollution

We will not pay **you** where **your** legal liability arises from or in any way involves **pollution**.

11 Products

We will not pay **you** where **your** legal liability arises from or in any way involves any **product**.

12 Insolvency or bankruptcy

We will not pay **you** where **your** legal liability arises in any way from **your** insolvency or bankruptcy.

13 Financial interest

We will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against **you**.

14 Trading losses

We will not pay **you** where **your** legal liability arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by **you**.

15 Funding exclusion

We will not pay **you** where your legal liability and costs awarded against you and/or **costs and expenses** arise in any way from any dispute between **you** and the following providers of finance or funds in relation to **your** legal entitlement to, or obtaining of, the finance or funds

The providers of finance to which this exclusion applies are:

- a non enterprise, or government business enterprise, or a government agency; or
- a local authority or local authority agency; or
- a European Union funding agency.

16 Directors and officers

We will not pay **you** where **your** legal liability arises in any way from or involves the performance or non-performance by

- **you**, or
- any director or member of **yours**, or
- any **employee**

of any duties as a director or officer of any company.

17 Asbestos

We will not pay **you** where **your** legal liability arises in any way from or involves the

- manufacture,
- mining,
- processing,
- distribution,
- testing,
- remediation,
- removal,
- storage,
- disposal,
- sale,
- use,

or exposure to asbestos or materials or products containing asbestos.

18 Intellectual property rights

We will not pay **you** for any claim alleging any breach of intellectual property rights including:

- copyright
- patent
- registered design
- trade mark
- passing off

However, **we** will pay **you** if the claim alleges unintentional breach of confidentiality or unintentional breach of copyright.

19 Clinical Trials

We will not pay **you** where **your** legal liability arises in any way from **you** conducting a **clinical trial**.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as this policyholder or partner or former partner of this policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any governor, director, council member, member, officer or trustee of **yours**, or
- any **employee**

Clinical trials means the systematic investigation or study of humans carried out to

- discover and/or verify the effects and or reactions of substances including medical, pharmaceutical or similar products or drugs; or
- verify the safety and performance of a medical device under normal conditions of use.

Document means

- all documents other than
 - stamps
 - currency
 - coins
 - bank notes and bullion
 - travellers cheques
 - cheques
 - postal orders

- money orders
- securities
- negotiable instruments

and documents of the same kind.

- separable program, instruction or data for physical incorporation into any computer system

that belong to **you** or for which **you** are legally responsible and which are in **your** custody or control (or the custody or control of any person they have been entrusted, lodged or deposited by **you**) in the ordinary course of **your professional services**.

Employee means any person (other than a governor, director, council member or trustee of **yours**) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- self-employed persons
- a volunteer

and who is working for **you**

- under **your** direct control in connection with **your business**, and
- they are normally resident in the **United Kingdom**.

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Injury means

- bodily injury,
- mental injury,
- emotional distress,
- shock,
- sickness,
- disease, or
- death.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

Product means any goods or services, including

- their containers,
- labelling and instructions provided for the goods or services,

which are

- sold,
- supplied,
- processed,

- installed,
- serviced,
- repaired,
- altered,
- treated, or
- renovated

by **you** or on **your** behalf.

Professional services means those professional services performed by **you** or on **your** behalf in connection with **your business**

Retroactive date means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Wrongful act means any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

4 Employment law protection

Please look at the policy schedule to see if this cover is provided.

What is covered

a Employment disputes

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged

- act or omission resulting in a dispute concerning the employment of an **employee** or any prospective **employee**, and/or
- action taken against an **employee** on account of the **employee** exercising or attempting to exercise his or her rights under law

committed or allegedly committed by **you**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

b Investigations

We will pay **your costs and expenses** arising from **your** or **your** representative's attendance at any official investigation, examination, inquiry or other proceedings instigated against **you** by any official body or institution that is empowered to investigate **your** affairs in respect of:

- employment discrimination
- health and safety

which is first ordered or commissioned during the period of insurance shown in the policy schedule.

c Discovery period

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to

- **employment wrongful acts** first committed or allegedly committed during the period of insurance shown in the policy schedule and/or
- **investigations** which are first ordered or commissioned during the period of insurance shown in the policy schedule.

You shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

What we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all **costs and expenses** in total

is the **limit**.

We will not pay the **excess**. This must be paid by **you**. The **excess** will be applied to each claim made against **you** by or on behalf of each **employee**.

What is not covered

1 Other insurance

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2 Legal action

We will not pay **you**

- where the claim is brought in a court of law outside the jurisdiction of England and Wales and/or Scotland, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.

3 Dishonest or fraudulent conduct

We will not pay **you** if **you** admit to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

4 Deliberate acts

We will not pay **you** in respect of any claim or **investigation** that results from **your** wilful, reckless or intentional disregard of any employment legislation. However, **we** will not impute the wilful, reckless or intentional disregard of one **insured** to another **insured**.

5 Voluntary assumption of liability

We will not pay **you** in respect of any claim or **investigation** arising from or in any way involving **your** voluntary assumption of liability for any act or omission of whatever nature of any other person.

6 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability that arises from such circumstances.

7 Injury/property damage

We will not pay **you** in respect of any claim

- for **injury** sustained by anyone (other than emotional distress arising from any libel, slander, defamation or **employment wrongful act**), or
- for any loss, damage or destruction of property, including loss of use of the property.

8 Takeover, merger or liquidation

We will not cover

- any actual or alleged **employment wrongful act** occurring, or
- any **investigation** instigated

after

- **your** takeover or merger by or with any person or entity, or
- the appointment of a liquidator, trustee, receiver or other similar officer.

9 Failure to adapt premises or working methods

We will not pay **you** in respect of any claim arising from or in any way involving **your** obligation to adjust or adapt any premises or working methods to meet the needs of a person with a disability. However, **we** will pay **your costs and expenses** in defending a claim.

10 Remuneration, redundancy and benefits

We will not pay **you** any amount that **you** are obliged to pay any **employee** in accordance with

- any law governing health and safety, worker's compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including any regulations created under those laws.
- the **employee's** contract of employment with **you**
- any **benefit scheme** or the failure to contribute to, fund, reimburse or make payment in connection with a **benefit scheme**.

11 Non-pecuniary relief

We will not pay **you** any amount that arises in any way from the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief. However, **we** will pay **your costs and expenses**.

12 Disputes between insureds

We will not pay **you** in respect of any claim arising from a dispute concerning the dissolution of any partnership agreement between two or more **insureds**.

Conditions that apply to this section of cover

1 Severability

Nothing in the **proposal** or otherwise known or done by any **insured** shall be attributed to any other person in determining any right or obligation of the **insured** under this section of cover.

In no case shall an **insured** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **insured**.

2 TUPE

You must consult and follow the advice of the **Markel employer helpline** in any matter to which the terms of the

- Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), or
 - any legislation amending or re-enacting the above
- apply.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

3 Subsidiary companies

- If **you** acquire or create a **subsidiary company** after the date that this section of cover came into force, and
- if **your** total number of **employees** increases by more than 10% compared with the number of **employees** at the beginning of the period of insurance shown in the policy schedule as a result of that acquisition or creation

you will

- notify **us** in writing within 30 days of its acquisition or creation, and
- give **us** any additional information **we** may require, and
- agree to any terms and/or additional premium **we** may require.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured/you/your/yours means:

- the **organisation**
- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, , governor, council member or officer of **yours**.
- any **employee** of **yours**.
- the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

Benefit scheme means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other **employee** benefit plan or trust

established or conducted for the benefit of any **employee** and their families and dependants

Employee means anyone who was or is or may become subject to a contract of service or apprenticeship with the **organisation** including anyone held to be an **employee** of **yours** by an Employment Tribunal or the Employment Appeals Tribunal.

Organisation means the charity or not for profit organisation named as the policyholder in the policy schedule and the **subsidiary company**.

Excess means the first amount of any claim for which **you** are responsible. That amount is:

- in respect of any claim that arises in any way from
 - Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
 - any legislation amending or re-enacting the aboveeither £10,000 or the amount shown in the policy schedule for this section of cover, whichever is the most.
- in respect of any other claim, the amount shown in the policy schedule for this section of cover.

Injury means bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

Investigation means any

- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs in respect of

- employment discrimination
- health and safety.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule..

Markel employer helpline means employer helpline specialist services provided by **us** or on **our** behalf.

Retaliatory treatment means action taken against an **employee** on account of the **employee** exercising or attempting to exercise their rights under law.

Subsidiary company means any company where **you**

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

If a company ceases to be a subsidiary cover will continue but only for

- **employment wrongful acts**
- **investigations**

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

5 Fidelity

Please look at the policy schedule to see if this cover is provided.

What is covered

a. Employee dishonesty

We will pay **you** for loss of **money or goods**, which **you** first discover during the period of insurance shown in the policy schedule, as a result of any fraudulent or dishonest act committed by an **employee** (or **employees** acting in collusion together) with the intent to

- cause **you** to sustain loss of **money or goods**
- obtain personal gain for the **employee** or anyone else intended by the **employee** to benefit from their fraudulent or dishonest act.

b. Third party computer and funds transfer fraud

We will pay **you** for

- loss of property through **computer fraud**
- loss of funds from **your transfer account** at a **financial institution** through **fraudulent transfer instructions** communicated to the **financial institution**

(including the costs of reinstating electronic data destroyed, erased or stolen as a consequence of the above) by anyone other than **you** and/or any **employee**, and which **you** first discover **you** have sustained during the **period of insurance**.

c. Discovery period

If **we** refuse to renew this cover section reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy

or if **you** decline to accept our renewal terms, then you shall automatically be entitled to a 30 day **discovery period**.

The discovery period shall only apply to loss arising from a fraudulent or dishonest act committed during the **period of insurance**.

You shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

What we will pay

The most **we** will pay in the **period of insurance** is the **limit** shown in the policy schedule for this section of cover.

We will also pay up to £25,000 towards the costs of any professional audit incurred with our written consent solely to formulate the amount of **your** loss. This amount is not in addition to the **limit**.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to each claim or series of claims arising from the same original cause.

We will deduct from the amount **we** pay **you**

- any amount which would have been due to the **employee** had they not committed the fraudulent or dishonest act and which **you** have not paid them
- any amount which **you** have recovered from the **employee** committing the fraudulent or criminal act.

What is not covered (exclusions)

1 Unexplained shortages

We will not pay **you** for any loss caused by or consisting of a mysterious disappearance or unexplained shortage or shortages

2 Dishonest and malicious acts

We will not pay **you** for loss which results from

- any fraudulent or dishonest act committed by an **employee** whose shareholding or financial interest exceeds 5% of **your** equity
- any fraudulent or dishonest act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by **us**:
 - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

3 Circumstances known at inception

If **you** know or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any loss that arises from those circumstances.

4 Territorial limits

We will not pay **you** for loss that arises outside **United Kingdom**.

5 Takeover and merger

We will not pay **you** for loss resulting from a fraudulent or dishonest act committed after

- the effective date of **your** takeover or merger by or with any person
- the appointment of a liquidator, trustee, receiver or any other similar officer.

6 Retroactive date

We will not pay **you** for any loss resulting from a fraudulent or dishonest act or **computer fraud** or **fraudulent transfer instructions** committed prior to the **retroactive date**.

7 Computer fraud and funds transfer fraud

Under 'b' (third party computer and funds transfer fraud) of this section of cover **we** will not pay you

- for loss of interest or loss of profits or any indirect loss
- for loss of computer time or use

- for loss arising from the voluntary giving or lending of property or its surrender in a franchise or exchange whether legitimate or fraudulent
- for loss arising from the fraudulent or dishonest act of an **employee** whether acting alone or **acting in collusion**.

Conditions that apply to this section of cover

1 Recovery

We will apply any recovery of loss under this section of cover in the following order

- any loss incurred by **you** over and above the **limit** which would otherwise have been insured by this cover section
- the total loss paid by **us**
- the **excess** borne by **you**

The total amount recovered will be applied, as far as it will go and **you** and **we** will make whatever settlement is necessary between ourselves to reflect this

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this cover section. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Computer fraud means **theft** effected by means of accessing a computer system or by the introduction, alteration or deletion of any data, program or instruction in relation to a computer system.

Employee means any person (not being a director or former partner of **yours**) who was or is or may be in the future

- a governor, director, council member, officer or trustee of **yours**, or
- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers

and who are working for **you** under **your** direct control in connection with **your** normal activities

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Financial institution means

- a banking or saving institution, or
- a stockbroker or similar investment institution at which **you** maintain a **transfer account**.

Fraudulent transfer instructions means

- electronic, telegraphic, cable, teletype or telephone instructions to a **financial institution** to debit a **transfer account** and to transfer, pay or deliver funds from the account, which instructions purport to have been transmitted by **you** but which have been fraudulently transmitted by another, or

- written instructions to a financial institution to debit a transfer account and to transfer, pay or deliver funds from the account through an electronic funds transfer system at specified or under specified conditions, which written instructions purport to have been duly issued by you but which have been fraudulently issued, forged or altered by another.

Insured/you/your/yours means the charity or not for profit organisation named as the **policyholder** in the schedule of this policy and the **subsidiary company**.

Limit means the amount stated in the policy schedule in respect of this cover section 8 – fidelity.

Money or goods means stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like and tangible property belonging to **you** or for which **you** are legally liable.

Period of insurance means the period stated in the schedule of this policy.

Retroactive date means either

- the date when this section of cover was first incepted, or
- where equivalent cover to that provided under this cover section has been continuously maintained immediately prior to the inception of this cover sections, then it means the date that applied to that equivalent cover.

Subsidiary company means any company in respect of which **you** or any other subsidiary company of **yours** controls, at the date when this section of cover became operative

- owns more than 50% of the share capital
- has a majority of the voting rights
- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members

and any company which is subsequently acquired or created and included with **our** written consent

Theft means

- the dishonest appropriation of property with the intention of permanently depriving **you** of it, or
- the taking of property without lawful authority.

Transfer accounts means an account, maintained by **you** with the **financial institution** to or from which **you** or **your** authorised representative may cause the transfer, payment or delivery of funds by means of

- electronic, telegraphic. Cable, teletype or telephone instructions (whether communicated directly or through a cash management service or funds transfer system), or
- written instructions establishing the conditions under which the transfers are to be initiated by the financial institution through an electronic funds transfer system.

6 Cyber and data risks

Please look at the policy schedule to see if this cover is provided

What is covered

a Data loss

For 90 days immediately following **your** first discovery, during the period of insurance shown in the policy schedule, of a **data breach** in connection with **your activities**, **we** will pay **your** costs, reasonably incurred with **our** written consent, of

- using the services of the **cyber response service** to
 - contain, recover and assess the **data breach**
 - comply with **United Kingdom** legal requirements to establish a credit monitoring, identity theft and/or similar mitigation service
- complying with **United Kingdom** legal requirements to notify third parties and/or **employees** of an actual or suspected **data breach**
- notifying third parties and/or **employees** of an actual or suspected **data breach** where there are no legal requirements to do so but where notification will effectively reduce or avoid a loss which otherwise **you** would have been entitled to payment under the following section of cover 'data liability'.

b Data liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from a **data breach** in connection with **your activities**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

c Cyber loss

We will pay **your** costs, incurred with **our** written consent,

- in restoring, replacing, rebuilding, replicating or reinstating **your computer equipment** that has been subjected to a **cyber attack**
- to contain, reduce and/or pay a ransom demand resulting from **data extortion**

first discovered by **you** and reported to **us** in the period of insurance shown in the policy schedule.

d Cyber liability

We will pay **you** for **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from

- **your** negligent transmission of a **computer virus** that has originated from or passed through **your computer equipment**
- a **cyber attack**
- an **e-media incident**

in connection with **your activities**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

e Network interruption

If **your computer equipment** is subject to a **cyber attack**, first discovered and reported to **us** during the period of insurance shown in the policy schedule, and as a result **your activities** are interrupted or interfered with then **we** will pay **you** the subsequent reduction in **your** net profit (before taxes) and/or increase in cost of working.

The amount **we** will pay in respect of the reduction in **your** net profit will be determined by taking into account

- **your** net profit in the months preceding the **cyber attack**
- **your** probable net profit during the **cover period** had the **cyber attack** not occurred
- seasonal variations and influences
- changes in market and/or economic conditions

However, the amount **we** will pay will not include any increase in net profit **you** would likely have attained as a result of an increase in volume of business due to favourable business conditions caused by the impact of a similar event on other businesses.

The amount **we** will pay in respect of increase in cost of working shall be the additional amount of money, necessarily and reasonably spent, in order to avoid or reduce the reduction in **your** net profit which would have occurred during the **cover period** as a result of the **cyber attack** had that money not been spent.

If any of the charges or expenses of **your activities** cease or are reduced as a result of the **cyber attack** the amount of those savings during the **cover period** shall be deducted from the amount **we** pay **you**.

We will not pay **you** where the interruption or interference to **your business** arises from or involves in any way a self-replicating or non-targeted **computer virus**, or **hacking incident**

f Cyber Crime

We will pay **you**

- the theft of **your** money or funds, and/or
- the cost of unintended or unauthorized call or bandwidth charges to **your** telephone systems directly resulting from a **cyber attack** on **your** computers

However, **we** will not pay **you** where the theft of **your** money or funds

- arises from the fraudulent representation of **you** by one of **your** clients or customers
- is the result of a cyber attack against **your** customers or suppliers

g Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

h Public relations crisis management

We will pay **you** for costs resulting from the use, with **our** prior agreement, of the **crisis response service** following a **crisis**.

In addition **we** will pay any other related costs agreed with **us**.

However, **you** must:

- immediately notify **us** of any event or circumstances which might result in a **you** seeking payment under this section of cover and comply with **our** recommendations or the recommendations of the **crisis response service**
- take all reasonable and practical measures to avoid or reduce the costs of the **crisis**

i Regulatory investigations/fines

Despite exclusion 7 of this section of cover (contractual liability) and general exclusion 1 (fines and penalties), **we** will pay **you**

- the cost of legal representation, that **we** agree to in writing, at any investigation or proceedings brought about by the United Kingdom Information Commissioner's Office in connection with any matter for which **you** might receive payment from **us** under this section of cover. Examples of investigations or proceedings are those brought under the Data Protection Act 1988 and/or General Data Protection Regulation (GDPR).
- any **PCI fines**, penalty, fine or award made against **you** provided that it is legally permissible to insure against the payment of the penalty, fine or award.

What we will pay

The most **we** will pay in total in the period of insurance shown in the policy schedule for

- all costs in total, plus
- all claims in total, plus
- all **costs and expenses** in total, plus
- the reduction in **your** net profit and/or increase in cost of working in total

is the **limit**.

However,

- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'c' (cyber loss) in respect of containing, reducing and/or paying a ransom demand resulting from **data extortion** is either £25,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'e' (network interruption) is either £50,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'f' (cyber crime) is either £25,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'g' (public relations crisis management) is either £25,000 or the **limit**, whichever is the least.
- the most **we** will pay in total in the period of insurance shown in the policy schedule, under cover section 'h' (regulatory investigations/fines) is either £100,000 or the **limit**, whichever is the least.

these amounts are included within and are not in addition of the **limit**

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate claim, **data breach, data extortion**, loss of money or funds and/or cost of unintended or unauthorized call or bandwidth charges under subsections of cover a (data loss), b (data liability), c (cyber loss) and d (cyber liability) g (cyber crime).

Under the section of cover 'e' (network interruption) **we** will not pay for any reduction in **your** net profit occurring during the **time retention**. This must be paid by **you**.

What is not covered (exclusions)

1 Other insurance

We will not pay **you** where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

2 Betterment

We will not pay **you** to the extent that **your computer equipment** or **your** financial position are in a better or improved position compared to their position in the absence of the event giving rise to payment under this section of cover.

3 Legal action

We will not pay **you** under section 'b' (data liability) or 'd' (cyber liability)

- where the claim is brought in a court of law outside the jurisdiction of the European Union, and/or
- where action for damages is brought in a court within the European Union to enforce a foreign judgement.

4 Geographical limits

We will not pay **you** for any legal liability or loss that **you** suffer that results from the conduct of **your activities** outside of the **United Kingdom** other than whilst a director of **yours** or an **employee** is temporarily outside the **United Kingdom** in connection with **your activities**.

5 Employers liability

We will not pay **you** where **your** legal liability arises in any way from

- bodily injury, mental injury, emotional distress, shock, sickness, disease or death (other than emotional distress arising from a **data breach**) to any **employee** that results from their employment by **you**, or
- a breach of your responsibility as an employer to any **employee** or prospective **employee**.

6 Dishonest and malicious acts

We will not pay **you** where **your** legal liability or any loss that **you suffer** results from any

- dishonest
- fraudulent
- criminal,
- malicious,
- wilful, or
- reckless act or omission

of any

- board director,
- trustee,
- governor,
- council member,
- committee member,
- partner, or member of **yours**,
- **your** in-house lawyers,
- risk managers,
- chief operating officers,
- chief technology officers,
- chief information officers,
- chief privacy officers,
- self-employed persons working for **you**,
- or any other person acting in a similar capacity

or any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or **costs and expenses** resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- **we** will deduct from any amount payable by **us**:
 - any amounts due from **you** to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amounts held by **you** and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

7 Contractual liability

We will not pay **you** where **your** legal liability arises from any agreement **you** have entered if **your** liability is increased beyond that applicable in the absence of the agreement.

8 Joint ventures

If **you** are part of a joint venture or consortium **we** will only cover **you** for **your** legal liability arising from **your** own acts or omissions; **we** will not pay **you** where **your** legal liability arises from the acts or omissions of other members of the joint venture or consortium.

9 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then **we** will not pay **you** for any legal liability or loss that you suffer that arises from those circumstances.

10 Retroactive date

We will not pay **you** where **your** legal liability arises from the carrying out of **your activities** prior to the **retroactive date**.

11 Injury/property damage

We will not pay **you** where **your** legal liability arises from any claim

- for bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person (other than emotional distress arising from a **data breach**), or.
- for any loss, damage or destruction of property including the loss of use of the property (other than in respect of **computer equipment**)

12 Insolvency/bankruptcy

We will not pay **you** where **your** legal liability or any loss that **you** suffer results in any way from **your** insolvency or bankruptcy, or the insolvency or bankruptcy of **your** suppliers, subcontractors or service providers.

13 Financial interest

We will not pay **you** for any claim made against **you** by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in **your** operation, or
- any company or entity in which **you** or any director, member or partner of **yours** has a financial, executive or controlling interest.

However, **we** will pay **you** if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against **you**.

14 Trading losses

We will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by **you**.

This exclusion shall not apply to the section of cover 5 (network interruption).

15 Patents

We will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from any actual or alleged infringement of any patent.

16 Directors and officers

We will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from or is in connection with the performance or non-performance by **you**, any director or member of **yours**, or any **employee**, of any duties as a director or officer of any company.

17 Taxation, competition, restraint of trade and anti-trust

We will not pay **you** where **your** legal liability or any loss that **you** suffer arises in any way from a breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust provisions.

18 Electromagnetic or electrical disturbances

We will not pay **you** where **your** legal liability or any loss that **you** suffer arises from

- electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation
- any alleged or actual electrical or mechanical failures and/or interruption including electrical disturbance, surge or spike.

19 Infrastructure failures

We will not pay **you** where **your** legal liability or any loss that **you** suffer arises from any failure of the provision of **your** infrastructure and utilities including the provision of gas, water, electricity, telecommunications or internet services.

20 Data extortion

We will not pay **you** for any loss that **you** suffer arising from **data extortion** by an **employee** or a self-employed person working for you or anyone acting in collusion with them.

Conditions that apply to this section of cover

1 Data extortion

You must not disclose the existence of the cover provided in respect of **data extortion** to anyone.

You must advise, or allow **us** to advise the police of any **data extortion**.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Activities means **your** activities, profession or occupation that **you** have told **us** about and which **we** have confirmed are acceptable to **us** for the purpose of this insurance.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or

- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if **you** request us to, **we** will pay the following persons in the same way that **we** would pay **you** provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as **you** are:

- any director or member of **yours**, or
- any **employee**

Cover period means the period starting immediately following the expiry of the **time retention** and ending not later than 720 hours afterwards.

Crisis means a **data breach** or any event which would result in a payment under this section of cover and where in **our** opinion there is a risk to **your activities** as a consequence of adverse press, publicity or media attention.

Crisis response service means the public relations specialist services provided by **us** or on **our** behalf.

Cyber attack means either

- a **hacking incident**, or
- a **denial of service attack**.

Cyber response service means the IT security specialist services provided by **us** or on **our** behalf.

Data breach means

- when used under the section of cover 'data loss', the
 - loss of, and/or
 - unlawful or unauthorised alteration of, and/or
 - inappropriate publication of, and/or
 - theft of

data kept on **your computer equipment** or held by **you** in non-electronic format

- when used elsewhere in this section of cover, the
 - loss of, and/or
 - unlawful or unauthorised alteration of, and/or

- inappropriate publication of, and/or
- theft of

either electronic or non-electronic data.

Data extortion means a demand made against **you** by someone who threatens to introduce, start or continue a **data breach** which could result in **you** suffering a financial loss if the demand is not met.

Denial of service attack means an unlawful or unauthorised attempt by someone, that is specifically targeted at **you** alone and not at anyone else, to overload, hinder, interrupt or suspend service to **your computer equipment**, via the internet.

E-media incident means

- libel, slander or defamation, or
- unintentional infringement of intellectual property rights or any unintentional act of passing off solely occasioned through
- **your** website content,
- **your** social media presence (including comments made by others for which **you** may be held legally responsible), or
- **your** other online mediums.

Employee means anyone (other than a director of **yours**) who was, or is or may become

- under a contract of service or apprenticeship with **you**
- under a work experience or similar scheme with **you**
- supplied to **you** or hired in or borrowed by **you**

who work for **you** in connection with **your activities** and are under **your** direct control and who are normally resident in the **United Kingdom**.

Excess means the first amount of any claim or payment for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Hacking incident means an electronic attack of a malicious or unauthorised nature, by someone (including an **employee**) with the intention of damaging, destroying, altering, encrypting, overloading or interfering with **your** computer systems or records.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

PCI fines means those fines imposed against **you** due to a breach of the PCI Data Security Standard, but only as a result of a **data breach**.

Retroactive date means either

- the date when this section of cover was first inceptioned, or

- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Time retention means 24 hours starting from the time of **your** first discovery of a **cyber attack**.

Claims conditions that apply to this policy as a whole (claims conditions)

1 Notification of claims

You must notify **us** in writing of

- any claim made against **you** or an **officer**
- the receipt of any communication of an intention to make a claim against **you** or an **officer**
- the discovery of any act of fraud or dishonesty by any **employee** or any reasonable cause for suspicion of fraud or dishonesty by an **employee**
- any circumstance of which **you** or an **officer** shall become aware which is likely to give rise to
 - a claim against **you** or an **officer**, or
 - the instigation of **disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation**, or
 - **you** or an **officer** seeking payment under this policy

you must give **us**

- **your** reasons for **your** anticipation of a claim, **disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation**, or **request for payment**
- full details of dates and persons involved

Your notification to **us** must be within the period of insurance shown in the policy schedule.

If **you** comply with the above then any subsequent

- claim made, or
- **disqualification proceedings, investigation, environmental proceedings, extradition proceedings or tax investigation** instigated, or
- request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

2 General claims handling

- **you** must give **us** the information and co-operation that **we** may reasonably request
- **you** must not do anything which might prejudice **us**
- **you** must take all reasonable steps to prevent any further claim or request for payment under this policy
- **you** must not admit liability or settle any claim or incur any **costs and expenses** without **our** written consent

- **you** must tell the police as soon as possible of any loss involving theft or attempted theft, and, in respect of the section of cover 1k (executive liability – public relations crisis management) and 2a (entity defence - public relations crisis management)
 - **you** must comply with **our** recommendations or the recommendations of **our** public relations specialist and/or **our** IT security specialist as directed
- If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

3 Fidelity losses

You must, at **your** own expense, give us

- full written details of **your** loss, and
- proof of the correctness of **your** claim

within three months (or whatever other period **we** may agree in writing) of

- the discovery of any act of fraud or dishonesty by an **employee**, or
- any reasonable cause for suspicion of fraud or dishonesty by an **employee**.

If **you** fail to do this **your** claim under section of cover 8 (fidelity) may not be covered or the amount **we** pay **you** may be reduced.

4 Defence of claims

- **we** are entitled to take over the defence or settlement of any claim in **your** name
- under cover clauses 3, professional liability, and 4, employment law protection, **you** will not be required to contest any legal proceedings unless a mutually agreed counsel advises that the proceedings should be contested.
- **you** are entitled at **your** own risk to contest any claim or legal proceedings which in **our** opinion should be compromised or settled but, if **you** choose to do this, **we** will not be liable for any loss incurred as a result of **your** refusal to compromise or settle the claim or legal proceedings.
- in respect of section of cover 1, executive liability,
 - **you** or the **officer** have a duty to defend any claim, **disqualification proceedings, investigation, environmental proceedings or extradition proceedings.**
 - **we** have the right, but not the obligation, to actively associate with **you** or the **officer** in the settlement or handling of any claim, **disqualification proceedings, investigation, environmental proceedings or extradition proceedings.**
 - **you** have the right, subject to **our** written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to **us** in accordance with claims condition 1.

5 Payment of indemnity limit

We are entitled at any time to pay **you** or the **officer**:

- the **limit** (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If **we** do this **we** will not be under any further liability to **you** or the **officer** in respect of the claim.

6 Electronic data processing media valuation

Despite any provision relating to the basis of settlement of any request for payment under this policy, if electronic data processing media insured by this policy suffers physical **damage** that is insured by this policy then the basis of valuation will be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation.

If the media is not repaired, replaced or restored the basis of valuation will be the cost of the blank media.

The costs will not include

- (i) research and engineering or any costs of recreating, gathering or assembling the electronic data.
- (ii) any amount relating to the value of the electronic data to **you** or any other party even if the electronic data cannot be recreated, gathered or assembled.

Other conditions that apply to this policy as a whole (general conditions)

1 Subrogation

We will be entitled to take over and undertake in **your** name, or in the name of the **officer**, all **your** rights of recovery against anyone before or after any payment under this policy.

You or the **officer** will give **us** all the assistance **we** may require to exercise those rights of recovery.

We agree not to exercise those rights under section of covers 3 (professional liability) and 6 (cyber and data risks) against any director or member of **yours** or any **employee** unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, member or **employee**.

We agree, under all section of covers apart from

- 1 (executive liability),
- 3 (professional liability),
- 4 (employment law protection),

not to exercise those rights against any company that is a subsidiary or parent company of **yours**. ('Subsidiary' or 'parent' company being defined by current legislation).

2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by **you** under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to **us** during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

3 Notice

Any notice under this policy will be regarded as given

- to **us** if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- to **you** or the **officer** if sent by post to **your** last known address.

4 Multiple insureds

Our liability under each section of cover is as shown in the section of cover. **Our** liability shall not be varied or regarded as varied because of the number or type of **insureds** or claims under the section of cover.

5 Breach of terms not relevant to the actual loss

If **you** or the **officer** fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

we cannot rely on the breach of the term to exclude, limit or discharge **our** liability under this policy if **you** or the **officer** show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

6 Breach of the duty of fair presentation

(a) breach of duty prior to entering into the contract of insurance

If **you** or the **officer** breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - **we** may avoid this policy and refuse all requests for payment, and
 - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** or the **officer** had complied with the duty of fair presentation
 - if **we** would not have entered into the contract of insurance at all **we** may avoid this policy and refuse all requests for payment and will return the premium paid
 - if **we** would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
 - in addition, if **we** would have entered into the contract but would have charged a higher premium **we** may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged

(b) breach of duty prior to entering into a variation of this contract of insurance

If **you** or the **officer** breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to **us** are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - **we** may treat this policy as having been terminated from the time when the variation was concluded, and
 - **we** need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, **our** remedy will depend upon what **we** would have done if **you** or the **officer** had complied with the duty of fair presentation
 - if **we** would not have agreed to the variation at all **we** may treat the contract as if the variation was never made and will return any extra premium paid
 - if **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- **we** would have increased the premium by more than **we** did or at all, or

- **we** would not have reduced the premium as much as **we** did or at all, then **we** may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

7 Calibration procedures and maintenance

You must ensure that all equipment utilised for the purpose of **your business** and/or **professional services** is calibrated and/or maintained in accordance with the manufacturer's recommendations.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

8 Maintenance of rights and remedies

You must maintain all **your** rights and remedies against all service providers, designers, consultants or contractors that **you** engage.

If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

What is not covered (general exclusions)

1 Fines and penalties

We will not pay **you** or an **officer** for any

- fine or penalty
- non-compensatory damages.

This exclusion does not apply to sections of cover 1 (executive liability) or 6 (cyber and data risks) in respect of non-compensatory damages

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** or an **officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** or an **officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- Contamination due to Terrorism

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you** and/or the **officer**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Confiscation etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and

This exclusion does not apply to section of covers 3 (professional liability), 1 (executive liability) or 4 (employment law protection)

5 Mould

We will not pay **you** or an **officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from **mould** or a **mould event**.

Markel (UK) Limited

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