

SCHEDULE
Policy: HU PI6 1732213 (2)



INSURANCE DETAILS

Period of Insurance: From 01 March 2011 to 29 February 2012 Both days inclusive
Underwritten by: Hiscox Insurance Company Limited
Payment Method : Payment by Broker's Account

INSURED DETAILS

Insured : British Aikido Board Associations Clubs & Members
Address : 6 Halkingcroft
 Langley
 Slough
 SL3 7AT
Additional Insureds : There are no Additional Insureds on this policy.
Business Description: British Aikido Board
General Wording : 6784 WD-CAL-UK-GTC(2)

PREMIUM DETAILS

| | | | | | |
|-------------------------|----------|---------------------|---------|----------------|----------|
| Annual Premium : | £ 643.00 | Annual Tax : | £ 38.59 | Total : | £ 681.59 |
| Total Premium : | £ 643.00 | Total Tax : | £ 38.59 | Total : | £ 681.59 |

PROFESSIONAL INDEMNITY

Professional indemnity for miscellaneous professions

Wording: Clubs and Associations Portfolio Wording (1)
Limit of indemnity: £ 10,000,000
Limit Applies to : any one claim excluding defence costs
Excess: £ 500
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA\CANADA

Special limit for claims brought in USA/Canada (included within and not in addition to the overall limit above)

Limit Applies to : any one claim and in the aggregate including defence costs
Excess Applies to : each claim or loss including defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide

Business Activities

British Aikido Board



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Endorsements

- 113.1 Loss of own documents endorsement
- 150.1 USA endorsement
- 604.0 Aggregate limits - USA

GENERAL LIABILITY (PUBLIC AND PRODUCTS LIABILITY)

- Wording:** 8033 WD-PIP-UK-CGL(1)
- Limit of indemnity:** £ 10,000,000
- Limit Applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
- Excess:** £ 250
- Excess Applies to :** each agreed claim for property damage only
- Geographical Limits :** European Union
- Applicable Courts :** European Union

Special limits (included within and not in addition to the overall limit/amount insured above)

- Criminal defence costs** £ 100,000
- Pollution defence costs** £ 100,000
- Court attendance costs - employees (per day)** £ 100
- Court attendance costs - directors (per day)** £ 250
- Total of all Court Attendance Compensation** £ 10,000

What is not Covered

Claims first brought in the USA are NOT covered

Endorsements

- 400.1 Retroactive date: Business performed in the past
- 471.0 Abuse extension (GL)
- What Is Covered Endorsement
- Member to Member Endorsement



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EMPLOYERS LIABILITY

Wording: 6129 WD-PIP-UK-EL(5)
Limit of indemnity: £ 10,000,000
Limit Applies to : All claims and their defence costs which arise from the same accident or event
Geographical Limits : Worldwide
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

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|---|-------------|
| Criminal defence costs | £ 100,000 |
| Court attendance costs - directors (per day) | £ 250 |
| Court attendance costs - employees (per day) | £ 100 |
| Terrorism cover | £ 5,000,000 |
| Total of all Court Attendance Compensation | £ 10,000 |

TRUSTEES AND INDIVIDUAL LIABILITY

Wording: 6787 WD-CAL-UK-TIL(2)
Policy limit: £ 10,000,000
Limit Applies to : in the aggregate including costs
Excess Applies to : each and every claimant including costs
Geographical Limits : Worldwide excluding USA\CANADA
Applicable Courts : Worldwide excluding claims brought in USA\CANADA

Endorsements

705.4 Prior & pending litigation date



Policy: HU PI6 1732213 (2)

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity Clauses In Full

| Clause | 113.1 | Loss of own documents endorsement |
|--------|-------|---|
| | | <p>This section is extended to cover you against the cost of restoring or replacing any document, information or data of yours which is necessary for the performance of your business activity if you discover during the period of insurance that it has been lost, damaged or destroyed while in your possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of your business activity.</p> <p>We will not make any payment arising from the loss or distortion of any data held electronically.</p> <p>HOW MUCH WE WILL PAY</p> <p>We will pay the reasonable expenses you incur with our prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.</p> <p>This endorsement does not increase the total amount we will pay for all claims inclusive of defence costs, and your own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. You must pay the relevant excess shown in the schedule.</p> |



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| Clause | 150.1 | <p>USA endorsement</p> <p>The following GENERAL EXCLUSIONS are added to the General Terms.</p> <p>GENERAL EXCLUSIONS</p> <p>The following exclusions apply to the whole of this policy. Any other exclusions are shown under WHAT IS NOT COVERED in the section to which they apply.</p> <p>We will not make any payment for:</p> <ol style="list-style-type: none"> 1. any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> a. any breach of the Racketeer Influenced and Corrupt Organisations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law; d. any official action or investigation by or decision or order of any federal, state, public, local or governmental body or authority in the United States of America or Canada. 2. any fines, penalties, punitive or exemplary damages first awarded in the United States of America or Canada. |
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| Clause | 604.0 | <p>Aggregate limits - USA</p> <p>Under the section of the wording headed How much we will pay, the following paragraph is deleted in its entirety in respect of claims first brought in the USA or Canada only:</p> <p>All claims or losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the period of insurance.</p> |
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| Policy Summary | SP PI Policy Summary |
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Public and products liability Clauses In Full



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| Clause | 400.1 | <p>Retroactive date: Business performed in the past</p> <p>We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 01/03/08</p> |
| Clause | 471.0 | <p>Abuse extension (GL)</p> <p>The following is added to What is covered:</p> <p>Abuse or molestation claims</p> <p>If, as a result of your business in the United Kingdom, the Channel Islands or the Isle of Man, any party brings a claim against you during the period of insurance for abuse or molestation, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> <p>The following is deleted from What is not covered A:</p> <p>Abuse or molestation</p> <p>14. abuse or molestation.</p> <p>The following is added to What is not covered B:</p> <p>Claims against employees for abuse or molestation</p> <p>5. any criminal action brought against any employee or volunteer worker of yours for abuse or molestation.</p> <p>However we will pay the costs incurred with our prior written consent to defend such an action against your employee or volunteer worker, but only up to the date of any judgment or other final adjudication against the employee or volunteer worker or an admission by the employee or volunteer worker that an act of abuse or molestation did occur.</p> <p>The following is added to How much we will pay:</p> <p>Abuse or molestation</p> <p>f. For claims arising from abuse or molestation, the most we will pay is £2500000 for the total of all such claims and their defence costs, including any claims forming part of a series of other claims regarded as one claim under this section. You must pay an excess of £2500</p> |



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Clause **What Is Covered Endorsement**

What is covered Claims against you is deleted and replaced as follows:

If, as a result of your business, any party brings a claim against you:

- a. for bodily injury or property damage occurring during the period of insurance;
- b. for personal injury or denial of access committed during the period of insurance;
- c. during the period of insurance for bodily injury or property damage occurring during the period 1 March 2008 to 28 February 2011

we will indemnify you against the sums you have to pay as compensation.

This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Clause **Member to Member Endorsement**

It is noted that in respect of individual members partaking on supervised Aikido classes cover under this Section shall apply as if an individual policy has been issued to each participant of the class provided that cover will not apply where a more specific insurance is in force and nothing contained herein shall be deemed to increase our liability under the Limit Of Indemnity arising out of any one incident

Trustees and individual liability Clauses In Full

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| Clause | 705.4 | Prior & pending litigation date |
| | | Prior & Pending Litigation Date 01/03/11 |

CLAUSES - Applicable to the whole policy.

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| Clause | 603.0 | Commercial assistance & legal advice helpline |
| | | Your Hiscox policy gives you access to a general business advice line. |
| | | For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call +44 (0)870 050 3030 . |



Policy: HU PI6 1732213 (2)

Clause

Data Protection Act

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded



Clubs and associations insurance portfolio

Policy wording

A seamless integrated insurance solution for UK clubs and associations.

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Limited:



Steve Langan
Managing Director, Hiscox UK

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Complaints procedure

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 complaint about **your** policy or the handling of a claim **you** should, in the first instance, contact **your** insurance adviser.

If **your** complaint cannot be resolved satisfactorily by **your** insurance adviser, please contact Hiscox Customer Relations:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

Telephone: 01206 773705
Email: customer.relations@hiscox.com

Complaints that cannot be resolved by the Hiscox Customer Relations department may then be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to **your** right to take legal proceedings.

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|----------------------------|---|
| General definitions | Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply. |
| Asbestos risks | <ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos. |
| Business | Your business or profession as shown in the schedule. |
| Confiscation | Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority. |
| Date recognition | Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date. |
| Endorsement | A change to the terms of the policy . |
| Excess | The amount you must bear as the first part of each agreed claim. |
| Geographical limits | The geographical area shown in the schedule. |
| Nuclear risks | <ol style="list-style-type: none">a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;c. all operations carried out on any site or premises on which anything in a. or b. above is located. |
| Period of insurance | The time for which this policy is in force as shown in the schedule. |
| Policy | This insurance document and the schedule, including any endorsements . |
| Terrorism | An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. endangers life other than that of the person committing the action; oriv. creates a risk to health or safety of the public or a section of the public; orv. is designed to interfere with or to disrupt an electronic system. |
| Virus | A piece of unauthorised executable code which propagates itself through your computer system or network. |
| War | War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. |
| We / us / our | The insurers named in the schedule. |
| You / your | The insured named in the schedule. |

Conditions precedent

General conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- | | |
|-------------------------|---|
| Basis of insurance | <p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p> |
| Change of circumstances | <p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy.</p> |
| Due diligence | <p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>5. You or we can cancel the policy by giving 30 days' written notice. We will give you a refund of the premium for the remaining period.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | <p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p> |
| Rights of third parties | <p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p> |
| Other insurance | <p>9. This policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist.</p> |
| Governing law | <p>10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p> |
| Arbitration | <p>11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p> |

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

Clubs and Associations Portfolio Wording

Professional and legal liability

The general terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

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|------------------------|---|
| Claim | Any written demand or civil, criminal, regulatory or arbitration proceeding made against you seeking monetary damages alleging a wrongful act directly arising from the performance of your business activities . |
| Corporate manslaughter | The prosecution of You or an insured person for causing unlawful death, where death is caused by you either by accident or by an unlawful act |
| Defence costs | Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against you or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim . |
| Employee | Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business |
| Employment claim | A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee . |
| Insured person | <ul style="list-style-type: none"> a. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you, b. any de facto director whilst acting in such capacity for you, c. any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction, d. Any employee of you. e. the lawful spouse of any person within a, b, c and d of this definition solely because of their spousal relationship following a claim against that person, f. the estates, heirs or legal representatives of any person in a, b, c, d or e of this definition who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p> |
| Investigation | <p>An official examination, official enquiry or official investigation into your business activities conducted by the Charity Commission or any other Regulator, Government Department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p> |
| Loss | <p>The amount you become legally liable to pay to any claimant in respect of a claim including defence costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>It does not include any civil, regulatory or criminal fines or penalties, taxes or the multiplied portion of any damages award.</p> |
| Pollutant | Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed). |

Clubs and Associations Portfolio Wording

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| Pollution | Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant. |
| Subsidiary | <p>Any entity in which you:</p> <ol style="list-style-type: none"> a. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or b. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act or employment practice wrongful act committed before it ceased to be a subsidiary.</p> |
| Wrongful act | <p>Any actual or alleged act, error or omission committed or attempted by you arising from the performance your duties including:</p> <ol style="list-style-type: none"> a. breach of any duty, including fiduciary or statutory duty; b. breach of trust; c. negligence, negligent misstatement, misleading statement or negligent misrepresentation; d. defamation; e. breach of warranty of authority; f. any other act, error or omission attempted or allegedly committed or attempted by an you solely as a result of your business activity. |
| You/your | <p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <ul style="list-style-type: none"> • is not domiciled in the United States of America; • does not trade any of its securities on any United States of America exchange; <p>but only for a claim against you arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.</p> <p>If You require cover for any newly created or acquired subsidiary which does not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the policy terms and conditions during the period of insurance including but not limited to the charging of a reasonable additional premium.</p> |
| What is covered | |
| Claims by others | <p>We will pay on behalf of you the loss arising from a claim first made during the period of insurance against you for any wrongful act within the geographical limits.</p> <p>You must pay the relevant excess (if any) shown in the schedule.</p> |
| Representation costs | <p>We will pay on your behalf the legal representation costs arising from an investigation where your attendance is required against you first notified as being required during the period of insurance.</p> |
| Corporate manslaughter | <p>We will pay on your behalf the loss arising from a claim for corporate manslaughter (or equivalent legislation in any other jurisdiction) first made during the period of insurance against you for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p> |
| Your own losses | <p>We will pay your direct financial loss if during the period of insurance, and in the performance of your business activity, you discover a loss from the dishonesty of an employee, where there was a clear intention to cause you financial loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission.</p> |
| Document replacement | <p>If during the period of insurance any document, information or data of yours is lost, damaged or destroyed while in your possession we will pay the cost of replacing and/or restoring.</p> |

Clubs and Associations Portfolio Wording

What is not covered

Deliberate or dishonest acts

We will not make any payment for any **claim or loss or investigation**:

1. Based upon, attributable to or arising out of:
 - a. Other than **your own losses**, a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation.
 - b. Other than **your own losses**, an act intended to secure or which does secure profit or advantage to which **you** or an **Insured person** is not legally entitled;
 - c. an act intended to secure or which does secure a profit for any other company where an **insured person** is a trustee, director, officer or employee of such company.
 - d. Any statement **you** or an **Insured person** knew was defamatory at the time of publication by **you** or the **Insured person**.
2. Based upon, attributable to or arising out of any **claim** or circumstance that has been reported under any policy existing or expired prior to the start of the **period of insurance**.
3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an **insured person, you** or an **outside entity** initiated prior to the date shown under the prior and pending litigation date in the schedule.
4. Based upon, attributable to or arising out of an **your** operation or administration of any pension or employee benefit scheme or trust fund, or their breach of any legislation or regulation relating to these activities.
5. Based upon, attributable to or arising out of any **employment claim**.
6. Based upon, attributable to or arising out of any **wrongful act** committed or attempted in the United States of America.
7. Based upon, attributable to or arising out of mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use thereof.
This exclusion shall not apply to any **claim** for **corporate manslaughter** or arising under the Health & Safety at Work etc Act 1974. This cover will only apply excess of any other insurance and indemnification available from any other source.
8. Based upon, attributable to or arising out of the provision of or failure to provide any medical services required in the treatment or care of any person.
9. Based upon, attributable to or arising out of the manufacture, sale supply, installation or maintenance of any product of **yours**.
10. Based upon, attributable to or arising out of any **claim** brought or maintained by **you** or an **insured person**.
11. Based upon, attributable to or arising out of any **claim** in respect of a breach of contract, whether actual or implied, written or oral.
12. Based upon, attributable to or arising out of any **claim** resulting from any market trends and/or fluctuations over which **you** or any **Insured person** have no control.
13. Based upon, attributable to or arising out of any **claim** for a breach of any statute, common law or regulation relating to anti competitive behaviour, monopolies or price fixing.
14. Based upon, attributable to or arising out of any **claim** for **pollution**.
15. Based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by **you** after you merge or consolidate with another company.
In the event of a **subsidiary** ceasing during the **period of insurance** to be a **subsidiary** cover under this section shall be amended to apply solely to arising out any **claim** for a **wrongful act** committed by **you** prior to the effective date of sale or dissolution.

Clubs and Associations Portfolio Wording

Matters specific to your own losses

16. Based upon, attributable to or arising out of:
 - a. any accounting or arithmetical error or omission or unexplained shortage;
 - b. any default or non payment of any loan or other credit arrangement;
 - c. **you** or any **insured persons** expenses incurred in establishing the amount of any financial loss to **you**;
 - d. any loss of interest, loss or profit or any consequential loss.

Special conditions

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of YOUR OBLIGATIONS will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 45 days following the end of the **period of insurance**; and
- b. this section of the policy is not replaced or succeeded by any other policy providing corporate liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring **policy**, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

We will not make any payment for a **claim** due to a **wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You shall not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse.

We will treat more than one **claim**, or circumstance likely to give rise to a **claim**, arising from a single **wrongful act** or a series of related **wrongful acts** as one **claim**. Such **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

Special limits

For any **claim** for your own losses, the most **we** will pay is £100,000.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

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Your obligations

Notification

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 30 days after it expires:

- a. **Your** first awareness of any **wrongful act** or any shortcoming in performing **your** duties which is likely to lead to a **claim** against **you**. This includes any criticism **you** regard it as unjustifiable.

If **we** accept **your** notification, **we** will regard any subsequent **claim** as notified to this insurance.

- b. Your discovery or the existence of reasonable grounds for your suspicion, that any **insured person** has acted dishonestly.
- c. any **investigation** into **you**.

You may notify us of any circumstance you reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.

Control of defence and payment of a claim

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** should not do anything which may prejudice **our** position.

You may with **our** prior written approval appoint legal representation, however, **we** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or other appropriate person to deal with the **claim**.

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing the defence of a **claim**, **we** may obtain an opinion from a Queens Council or equivalent in a different jurisdiction and such opinion shall be binding on **us** and **you**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person. **We** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Employment practices liability

The general terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Benefits

Any compensation awarded to an **employee** other than basic remuneration including but not limited to health benefits, amounts due in respect of employee benefit or pension scheme, share or stock options, incentives or deferred compensation.

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding made against **you** or an **insured person** seeking monetary damages or other legal relief alleging an **employment practice wrongful act**.

Defence costs

Costs incurred with **our** prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any **claim** made against **you** or an **insured person** or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any **claim**.

Employee

Any person under a contract of service with **you** or any person directly engaged by **you** with or without payment including any volunteer solely whilst under **your** control in connection with your **business**.

Employment claim

A **claim** by any **employee** for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide

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adequate employee procedures and policies, invasion of privacy or any other **claim** as a result of the employment or non-employment by **you** of any current, former or potential **employee**.

Employment practice wrongful act

Any actual or alleged act, error or omission committed or attempted by **you** or an **insured person** or by any third party where **you** are held vicariously liable relating to any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related mis-representation, wrongful deprivation or a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or any other **claim** arising solely as a result of the employment by **you** of any current, former or prospective **employee**.

Insured

- a. any natural person who was, is or during the **period of insurance** becomes a trustee, committee member, volunteer, director or officer of **you**,
- b. any de facto director whilst acting in such capacity for **you**,
- c. any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction,
- d. Any **employee** of **you**,
- e. the lawful spouse of any person within a, b, c and d of this definition solely because of their spousal relationship following a **claim** against that person,
- f. the estates, heirs or legal representatives of any person in a, b, c, d or e of this definition who has died or become incapacitated, insolvent or bankrupt but only for a **claim** against that person.

Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.

Investigation

An official examination, official enquiry or official investigation into **you** conducted by any Regulator, Government Department or other body legally empowered.

Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to **your** or any **insured person's** conduct.

Legal representation costs

Reasonable and necessary legal costs, fees, charges and expenses for which **you** are legally liable, incurred with **our** prior written consent (not including remuneration of any **insured person** or other additional costs of **yours**) for legal representation directly in relation to an **investigation**.

Subsidiary

Any entity in which **you**:

- a. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
- b. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act or employment practice wrongful act** committed before it ceased to be a **subsidiary**.

Loss

The amount **you** and/or any **insured person** becomes legally liable to pay in respect of a **claim** including **defence costs, legal representation costs**, awards of damages, awards of costs, settlements with **our** prior written agreement (which shall not be unreasonably withheld).

Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an **employment claim** or the multiplied portion of any damages award.

Retaliation

Any **claim** brought against an **employee** relating to any actual or alleged action taken by such **employee** exercising or attempting to exercise their rights under law.

You/your

Also includes:

- a. any **subsidiary**;

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- b. any **subsidiary** created or acquired during the **period of insurance** provided that the number of the subsidiary's employees does not exceed 20% of the existing number employed by **you**, but only for a **claim** against **you** or an **Insured person** arising from an **employment practice wrongful act** committed after the date of acquisition.

What is covered

Claims by employees

We will pay on **your** behalf the **loss** arising from a **claim** by an **employee** first made during the **period of insurance** against **you** or an **insured person** for an **employment practice wrongful act**.

You must pay the relevant **excess** (if any) shown in the schedule. This **excess** shall not apply to any **claim** brought solely against an **Insured person**.

Claims by others

We will pay on **your** behalf the **loss** arising from a **claim** by anyone other than an **employee** first made during the **period of insurance** against **you** for an **employment practice wrongful act**.

You must pay the relevant **excess** (if any) shown in the schedule. This **excess** shall not apply to any **claim** brought solely against an **Insured person**.

Representation costs

We will pay on behalf of **you** or any **insured person** the **legal representation costs** where **your** or an **insured person's** attendance is required arising from an **investigation** first notified as being required during the **period of insurance**.

What is not covered

Specific activities

A. We will not make any payment for any **claim, loss or investigation**:

1. Based upon, attributable to or arising out of the loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme or the operation or administration of any pension or employee benefit scheme or trust fund, or **your** breach of any legislation or regulation related to these activities.
2. Based upon, attributable to or arising out of:
 - a. membership or non-membership of any trade union or equivalent labour organisation or any involvement in trade union activities;
 - b. **your** failure to act in accordance with any collective bargaining agreement.

The above shall not apply to any **claim** for **retaliation**.

3. Based upon, attributable to or arising out of any responsibility, duty or obligation imposed by law in relation to health and safety, unemployment, social security, retirement or disability benefits or any similar law whether statutory or common law.

The above shall not apply to **retaliation**.

4. Based upon, attributable to or arising out of anyone else's liability which **you** are legally obliged to assume under any contract or agreement. This does not apply to any **claim** that would have resulted in the absence of such contract or agreement.

Matters insurable elsewhere

5. For the death or any bodily or mental injury or emotional distress suffered by anyone, or the loss, damage or destruction of any tangible property, other than emotional distress directly arising from any **employment practice wrongful act**.

Prior claims, investigations and circumstances

6. Based upon, attributable to or arising out of any **claim, investigation** or circumstance which **you** were aware of, or that has been reported under any policy existing or expired, prior to the start of the **period of insurance**.

Claims in the United States of America

7. Based upon, attributable to or arising out of any **employment practice wrongful act** committed or attempted in the United States of America.

Prior litigation

8. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an **insured person, you** or an **outside entity** initiated prior to the date shown under the prior and pending litigation date in the schedule.

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Deliberate or dishonest acts

9. Based upon, attributable to or arising out of a dishonest or fraudulent act or omission or committed by any **insured person**.

This exclusion shall only apply after a judgment or other final adjudication or an admission by an **insured person** such act did occur.

In applying the above, the actions of any **insured person** shall not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

- B. We will not make any payment other than defence costs or legal representation costs.**

Specific activities

1. Based upon, attributable to or arising out **your** failure to pay any amount **you** are contractually committed to pay to an **employee** including but not limited to any payments for contractual or statutory notice periods or breach of any obligation pursuant to any minimum wage legislation or **benefits** payable.

2. Based upon, attributable to or arising out **your** failure to pay taxes.

Non-compensatory payments

3. Based upon, attributable to or arising out any non-pecuniary or injunctive relief.

4. Based upon, attributable to or arising out any amount in respect of the costs of complying or refusing to comply with a court or other order for the reinstatement of an **employee**, however this shall not apply to basic remuneration from the original date of dismissal to the date of court or other order.

Special conditions

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under YOUR OBLIGATIONS will then be amended to:

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- we** receive **your** written notice of purchase and **your** premium within 45 days following the end of the **period of insurance**; and
- this section of the **policy** is not replaced or succeeded by any other policy providing employment practices liability cover; and
- at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring **policy**, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

We will not make any payment for a claim due to an employment practice wrongful act committed or alleged to have been committed after the end of the original period of insurance.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company.

Excess reduction for Business HR Audit

If **you** complete and implement any recommendations of an online audit by Business HR, **we** agree to reduce the excess, shown in the schedule by 50%.

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Takeovers and acquisitions

If during the **period of insurance you** acquire or create a **subsidiary** where the number of employees exceeds 20% of the total number already employed by **you**, then this section will cover that **subsidiary** for 30 days after its acquisition or creation. Cover will not extend beyond this period unless **we** have received written notice containing full details of such acquisition or creation and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium. **We** will not provide any cover for any **claim** arising from an **employment practice wrongful act** occurring prior to the acquisition or creation, unless **we** specifically agree to do so.

No cover will be available under this section for claims based on any **employment practice wrongful act** occurring after the date of:

- a. **your** acquisition by, or **your** merger or consolidation with another entity so that **you** are not the surviving entity;
- b. the appointment of a liquidator, trustee, receiver or any similar official; or

unless **we** have received prior written notice and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium.

In the event of a **takeover or merger** occurring during the period of insurance **we** may extend the policy to continue in force for a period of up to 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to **claims** arising from any **employment practice wrongful act** committed or alleged prior to the date of takeover or merger.

The above extension shall be at **our** sole discretion and will be subject to such additional terms and conditions and premium as **we** may require. The extended notification period special condition shall not apply to any such extension.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse.

We will treat more than one **claim**, or circumstance likely to give rise to a **claim**, arising from a single **wrongful act** or a series of related **wrongful acts** as one **claim**. Such **claim** or circumstance shall be treated as first made when **we** receive notice of the first **claim** or circumstance. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule. The **excess** shall not apply to any **claim** or **investigation** made solely against an **insured person**.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

If a problem arises

We will not make any payment under this section:

1. unless you notify **us** promptly of the following within the **period of insurance** or at the latest within 30 days after it expires:
 - a. **your** first awareness of any **employment practice wrongful act** or any shortcoming in **your** employment practices which is likely to lead to a **claim** against **you**. This includes any criticism of **your** practices even if **you** regard it as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent **claim** as notified to this insurance.

- b. any **claim** or threatened **claim** against **you**.

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2. if, when dealing with an **employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance.

You may notify us of any circumstance you reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

You may with **our** prior written approval appoint legal representation, however, **we** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or other appropriate person to deal with the **claim**

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **we** may obtain an opinion from a Queens Counsel or equivalent in a different jurisdiction and such opinion shall be binding on **us** and **you** and any **insured person**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Trustees and individual liability

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding made against an **insured person** seeking monetary damages or other legal relief alleging a **wrongful act**.

Corporate manslaughter

The prosecution of **you** or an **insured person** for causing unlawful death, where death is caused by **you** either by accident or by an unlawful act.

Defence costs

Costs incurred with **our** prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any **claim** made against an **insured person** or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any **claim**.

Employee

Any person under a contract of service with **you** or any person directly engaged by **you** with or without payment including any volunteer solely whilst under **your** control in connection with your **business**.

Employment claim

A **claim** by any **employee** for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other **claim** as a result of the employment or non-employment by **you** of any current, former or potential **employee**.

Insured person

- a. any natural person who was, is or during the **period of insurance** becomes a trustee, committee member, volunteer, director or officer of **you**,
- b. any de facto director whilst acting in such capacity for **you**,
- c. any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction,

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- d. Any **employee** of **you**,
- e. the lawful spouse of any person within a, b, c and d of this definition solely because of their spousal relationship following a **claim** against that person,
- f. the estates, heirs or legal representatives of any person in a, b, c, d or e of this definition who has died or become incapacitated, insolvent or bankrupt but only for a **claim** against that person.

Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.

Investigation

An official examination, official enquiry or official investigation into **you** or **any insured person** conducted by any regulator, government department or other body legally empowered.

Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to **your** or any **insured person's** conduct.

Legal representation costs

Reasonable and necessary legal costs, fees, charges and expenses for which any **insured person** is legally liable, incurred with **our** prior written consent (not including remuneration of any **insured person** or other additional costs of **yours**) for legal representation directly in relation to an **investigation**.

Loss

The amount any **insured person** becomes legally liable to pay in respect of a **claim** including **defence costs, legal representation costs**, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with **our** prior written agreement (which shall not be unreasonably withheld).

Loss does not include:

- a. any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;
- b. punitive and exemplary damages in relation to an **employment claim**;
- c. the multiplied portion of any damages award unless awarded for defamation.

Pollutant

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

Pollution

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

Retired trustee

Any **insured person** no longer acting in such capacity.

Subsidiary

Any entity in which **you**:

- a. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
- b. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act or employment practice wrongful act** committed before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by an **insured person** arising from the performance of the **insured person's** duties in their capacity as **your** trustee, committee member, volunteer, director, officer or **employee** including:

- a. breach of any duty, including fiduciary or statutory duty;
- b. breach of trust;
- c. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
- d. defamation;

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- e. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);
- f. breach of warranty of authority;
- g. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, officer or **employee of you**.

You / your

Also includes any **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:

- a. is not domiciled in the United States of America;
- b. does not trade any of its **securities** on any United States of America exchange;

but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims against an insured person

We will pay on behalf of any **insured person** the **loss** arising from a **claim** first made during the **period of insurance** against any **insured person** for any **wrongful act** within the **geographical limits**.

Clubs and association reimbursement

We will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **claim** first made during the **period of insurance** against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** (if any) shown in the schedule.

If **you** are permitted or obliged to provide such payment but fail to do so for any reason other than **your** insolvency, **we** will pay the amount of the **claim** less the relevant **excess** regardless of whether **you** advanced payment or indemnified an **insured person** for such **loss**.

Employment claims

We will pay on behalf of an **insured person** the **loss** arising from an **employment claim** first made against an **insured person** during the **period of insurance** brought by a current, former or potential **employee of yours**.

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

Corporate manslaughter

We will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **claim** for **corporate manslaughter** (or equivalent legislation in any other jurisdiction) first made during the **period of insurance** against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** (if any) shown in the schedule.

This cover will only apply excess of any other insurance and indemnification available from any other source.

Representation costs

- a. **We** will pay on behalf of any **insured person** the **legal representation costs** arising from an **investigation** where **your** or an **insured person's** attendance is required first notified as being required during the **period of insurance**,
- b. **We** will pay on **your** behalf the **legal representation costs** arising from an **investigation** where an **insured person's** attendance is required which **you** are legally obliged or permitted to pay on behalf of the **insured person** first notified as being required during the **period of insurance**.

What is not covered

Deliberate or dishonest acts

- A. We** will not make any payment for any **claim, loss or investigation**:
 1. based upon, attributable to or arising out of:
 - i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any **insured person**;
 - ii. an act intended to secure or which does secure a personal profit or advantage to which any **insured person** was not legally entitled.

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- iii. an act intended to secure or which does secure a profit for any other company where an **insured person** is a director, officer or employee of such company.
- This exclusion will only apply after a judgment or other final adjudication or an admission by an **insured person** that such act did occur.
- Prior claims, investigations and circumstances 2. based upon, attributable to or arising out of any **claim, investigation** or circumstance which **you** were aware of, or that has been reported under any policy existing or expired, prior to the start of the **period of insurance**.
- Prior litigation 3. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an **insured person** or **you** initiated prior to the date shown under the prior and pending litigation date in the schedule.
- Pension fund trustees 4. based upon, attributable to or arising out of an **insured person's** operation or administration of any pension or employee benefit scheme or trust fund, or their breach of any legislation or regulation relating to these activities.
- Claims in the United States of America 5. based upon, attributable to or arising out of any **wrongful act** committed or attempted in the United States of America.
- Bodily injury or property damage 6. based upon, attributable to or arising from or mental or emotional distress (except an **employment claim**), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.
- This exclusion shall not apply to any **claim** for **corporate manslaughter** or arising under the Health & Safety at Work etc Act 1974. This cover will only apply excess of any other insurance and indemnification available from any other source.
- Claims brought by a related party 7. based upon, attributable to or arising out of any **claim** by **you**.
- Takeovers and mergers 8. based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by an **insured person** after **you** merge or consolidate with another company.
- In the event of a **subsidiary** ceasing during the **period of insurance** to be a **subsidiary** cover under this section shall be amended to apply solely to **loss** arising out of any **claim** for a **wrongful act** committed by an **insured person** prior to the effective date of sale or dissolution.

Special conditions

General terms

The general definitions, general conditions and general claims conditions set out in the general terms all apply equally to each **insured person** and to **you**, except for general condition 3. Premium payment which apply only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only we waive our right to rescind the policy on the grounds of non-disclosure or mis-representation.

General condition 4 cancellation will only apply on the grounds of non-payment of the premium.

You agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Information provided by an Insured person

All information which any **insured person** provides before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

Clubs and Associations Portfolio Wording

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| Extended notification period | <p>If we or you refuse to renew this section of the policy for any reason other than non-payment of premium, you may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If you do so, the first paragraph of item 1 under YOUR OBLIGATIONS will then be amended to:</p> <p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 12 months after it expires:</p> <p>This extended notification period is only available if:</p> <ol style="list-style-type: none">we receive your written notice of purchase and your premium within 30 days following the end of the period of insurance; andthis section of the policy is not replaced or succeeded by any other policy providing directors' and officers' liability cover; andat the end of the period of insurance, you have not merged or consolidated with another company. <p>If we offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.</p> <p>The entire premium for this section is considered fully earned at the beginning of the extended notification period. We will not refund any premium to you if you cancel the extended notification period before it ends.</p> <p>The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.</p> <p>You will not have the right to purchase an extended notification period if you merge or consolidate with another company or any party acquires more than 50% of your issued share capital or if cover under this section is continued solely as a result of the retired trustees special condition.</p> |
| Takeovers and mergers extended notification period | <p>In the event that you merge or consolidate with another company during the period of insurance we may extend this section to continue in force for a period of up to 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to claims arising from any wrongful act committed or alleged prior to the date of such takeover or merger.</p> <p>The above extension shall be at our sole discretion and will be subject to such additional terms and conditions and premium as we may require. The extended notification period and retired directors special conditions shall not apply to any such extension.</p> |
| Retired trustees | <p>In the event that you do not renew or replace this section of the policy, and only in respect of any insured person who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 72 months from the date of non renewal (the 'run-off period'), provided that:</p> <ol style="list-style-type: none">this section shall only apply to claims arising from any wrongful act committed or alleged prior to the date of retirement of the insured person;the run-off period shall run concurrently with any extended notification period;no similar insurance is effected elsewhere. |
| Additional defence costs | <p>In the event that the limit of indemnity is exhausted we will provide an additional limit of indemnity of £100,000 in the aggregate, provided that the insured person has previously not been the subject of a claim for a wrongful act or series of wrongful acts that led to the exhaustion of the limit of indemnity.</p> <p>This limit applies to the payment of defence costs only.</p> |

Clubs and Associations Portfolio Wording

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount for **claims** against an **insured person's** spouse.

We will treat more than one **claim**, or circumstance likely to give rise to a **claim**, arising from a single **wrongful act** or a series of related **wrongful acts** as one **claim**. Such **claim** or circumstance shall be treated as first made when **we** receive notice of the first **claim** or circumstance. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 30 days after it expires:
 - a. the **insured person's** first awareness of any **wrongful act** or any shortcoming in performing their duties which is likely to lead to a **claim** against them. This includes any criticism of the **insured person** even if they regard it as unjustifiable.

If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse.
 - c. any **investigation** into **you**.
 - d. the start of any disqualification proceedings against any **insured person**.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

Any **insured person** may with **our** prior written approval appoint legal representation, however, however, we have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or other appropriate person to deal with the **claim**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **we** may obtain an opinion from a Queens Counsel or equivalent in a different jurisdiction and such opinion shall be binding on **us** and **you** and any **insured person**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.



Clubs and Associations Portfolio Wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

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| Bodily injury | Death, or any bodily or mental injury or disease of any person. |
| Defence costs | Costs incurred with our prior written agreement to investigate, settle or defend a claim against you . |
| Denial of access | Nuisance, trespass or interference with any easement or right of air, light, water or way. |
| Personal injury | False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy. |
| Pollution | Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves. |
| Products | Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you . |
| Property damage | Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property. |
| Tool of trade | Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. |
| You / your | Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations. |
| Abuse or molestation | Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment. |

What is covered

| | |
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| Claims against you | <p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> |
| Overseas personal liability | <p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than</p> <ol style="list-style-type: none">where indemnity arises out of the ownership or occupation of land or buildings;where indemnity is provided by any other insurance |
| Claims against principals | <p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them; |

Public and products liability

Policy wording

- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Pollution

4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere, or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8.
 - a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
 - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

Public and products liability

Policy wording

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| Deliberate or reckless acts | 9. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated. |
| Contracts | 10. your liability under any contract which is greater than the liability you would have at law without the contract. |
| Date recognition | 11. date recognition. |
| War, terrorism and nuclear | 12. war, terrorism or nuclear risks. |
| Asbestos | 13. asbestos risks. |
| Abuse or molestation | 14. abuse or molestation. |
| Restricted recovery rights | B. We will not make any payment for: 1. that part of any claim where your right of recovery is restricted by any contract. |
| Non-compensatory payments | 2. fines and contractual penalties, punitive or exemplary damages. |
| Claims outside the applicable courts | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. |
| Claims outside the geographical limits | 4. Any claim brought against you resulting from work you undertake in any country outside the geographical limits. |

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

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| Products | a. For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule. |
| Pollution | b. For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. You must pay the relevant excess shown in the schedule. |
| Claims brought in USA/Canada | c. For claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule. |
| Criminal proceedings costs | d. The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance . |
| Court attendance compensation | e. For court attendances, we will pay the amount shown in the schedule for each day or part of a day. The most we will pay for the total of all court attendances is the amount shown in the schedule. |
| Paying out the limit of indemnity | At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs . |

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless you notify us as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

| | |
|----------------------|--|
| Bodily injury | Death or any bodily or mental injury or disease. |
| Defence costs | Costs incurred with our prior written agreement to investigate, settle or defend a claim against you . |
| Employee | Any person working for you in connection with your business who is: a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you ; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper. |
| Terrorism | An act, including but not limited to the use of force or violence and/or the threat of force or 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 any government and/or to put the public, or any section of the public, in fear. |

What is covered

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| Claims against you | If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within, or while working temporarily outside, the geographical limits , we will indemnify you against the sums you have to pay as compensation. The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section. |
| Criminal proceedings | If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you . |
| Claims against principals | If, as a result of your business , any party brings a claim, which falls within the scope of What is covered , Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you , provided that the party to be indemnified: a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; d. gives us the information and co-operation we reasonably require for dealing with the claim. |
| Court attendance compensation | If any person within the definition of you , or any other relevant party chosen by you (except expert witnesses) has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day that their attendance is required by our solicitor. |

| What is not covered | A. We will not make any payment for: |
|--------------------------------------|---|
| Deliberate or reckless acts | 1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> any act, breach or omission you deliberately or recklessly commit, condone or ignore. |
| Offshore | <ol style="list-style-type: none"> any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform. |
| Road traffic legislation | <ol style="list-style-type: none"> any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source. |
| Claims outside the applicable courts | <ol style="list-style-type: none"> Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts. |

How much we will pay We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

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| Terrorism | a. The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism . |
| Criminal proceedings costs | b. We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance . |
| Court attendance compensation | c. For court attendances, we will pay the amount shown in the schedule for each day or part of a day. The most we will pay for the total of all court attendances is the amount shown in the schedule. |

Your obligations

| Your obligations | We will not make any payment under this section: |
|---------------------|--|
| If a problem arises | <ol style="list-style-type: none"> unless you notify us promptly of any claim or threatened claim against you. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body. if, when dealing with your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. |

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

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|--|---|
| Bail costs | Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person's bail or equivalent in any other jurisdiction. |
| Claim | Any written demand or civil, criminal, regulatory or arbitration proceeding made against an insured person seeking monetary damages or other legal relief alleging a wrongful act . |
| Crisis containment costs | Costs incurred in utilising the services of Chelgate Limited following a claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of you . |
| Defence costs | Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim . |
| Employee | Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business . |
| Employment claim | A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee . |
| Health and safety/ manslaughter claim | Any claim against any insured person alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction. |
| Extradition proceeding | Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals. |
| Insured person | <ol style="list-style-type: none"> 1. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you. 2. any de facto director whilst acting in such capacity for you. 3. any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. 4. any employee of you. 5. the lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. 6. the estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p> |
| Investigation | <p>An official examination, official enquiry or official investigation into you or any insured person conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p> |
| Legal representation costs | Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation . |

Clubs and associations - Trustees and individual liability

Policy wording

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| Loss | <p>The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include:</p> <ol style="list-style-type: none">any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;punitive and exemplary damages in relation to an employment claim;the multiplied portion of any damages award unless awarded for defamation. |
| Pollutant | <p>Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).</p> |
| Pollution | <p>Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.</p> |
| Retired trustee | <p>Any insured person no longer acting in such capacity</p> |
| Subsidiary | <p>Any entity in which you:</p> <ol style="list-style-type: none">own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; orcontrol a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act or employment practice wrongful act committed before it ceased to be a subsidiary.</p> |
| Wrongful act | <p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties in their capacity as your trustee, committee member, volunteer, director, officer or employee including:</p> <ol style="list-style-type: none">breach of any duty, including fiduciary or statutory duty;breach of trust;negligence, negligent misstatement, misleading statement or negligent misrepresentation;defamation;wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);breach of warranty of authority;any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, officer or employee of you. |
| You / your | <p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <ol style="list-style-type: none">is not domiciled in the United States of America;does not trade any of its securities on any United States of America exchange; <p>but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.</p> <p>If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.</p> |

What is covered

| | |
|---|--|
| Claims against an insured person | We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits. |
| 'Not for profit' body reimbursement | We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule. If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss. |
| Employment claims | We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours. This cover does not apply if the insured person is covered under the employment practices liability section of this policy. |
| Extradition proceedings | We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance. |
| Health and safety/manslaughter | We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health & safety/manslaughter claim (or equivalent legislation in any other jurisdiction) against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule. This cover will only apply excess of any other insurance and indemnification available from any other source. |
| Pension/employee benefit schemes claims | We will pay on your behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund. |
| Pollution claims | We will pay on your behalf loss in respect of a claim arising from pollution. |
| Representation costs | a. We will pay on behalf of any insured person the legal representation costs arising from an investigation where your or an insured person's attendance is required first notified as being required during the period of insurance, b. We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance. |
| Bail costs | We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits. The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule. |
| Crisis containment costs | We will pay on behalf of any insured person the crisis containment costs arising from a claim. The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule. For the avoidance of doubt, should the Professional and legal liability section of this policy also be effected, only one crisis containment costs limit shall apply. |

What is not covered

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| Deliberate or dishonest acts | <p>A. We will not make any payment for any claim, loss or investigation:</p> <p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; ii. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled. iii. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.</p> |
| Prior claims, investigations and circumstances | <p>2. based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p> |
| Prior litigation | <p>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person or you initiated prior to the date shown under the prior and pending litigation date in the schedule.</p> |
| Defined benefit pension schemes | <p>4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p> |
| Claims in the United States of America | <p>5. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.</p> |
| Bodily injury or property damage | <p>6. based upon, attributable to or arising from or mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by you.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim. This cover will only apply excess of any other insurance and indemnification available from any other source.</p> |
| Takeovers and mergers | <p>7. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p> |

Special conditions

General terms

The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each **insured person** and to **you**, except for General condition 3. Premium payment, which applies only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or mis-representation.

General condition 5. Cancellation will only apply to this section at the end of the **period of insurance** or anniversary date whichever comes first.

You agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Clubs and associations - Trustees and individual liability

Policy wording

Information provided by
an Insured person

All information which any **insured person** provides before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under **Your Obligations** will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired trustees special condition.

Takeovers and mergers
extended notification period

In the event that **you** merge or consolidate with another company during the period of insurance you may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to claims arising from any wrongful act committed or alleged prior to the date of such takeover or merger.

The extended notification period and retired trustees special condition shall not apply to any such extension.

Retired trustees

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 120 months from the date of non renewal (the 'run-off period'), provided that:

- a. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £250,000 in the aggregate, provided that the **insured person** has not been the subject of a previous **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
 - a. The **insured person's** first awareness of any **wrongful act**.
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
 - c. Any **investigation** into **you**.
 - d. The start of any disqualification proceedings against any **insured person**.
 - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** we will give retrospective consent provided our consent is obtained within 14 days of first incurrence of such **defence costs**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.



Clubs and associations - Trustees and individual liability

Policy wording

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use **our** best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Crisis containment costs contact details

24 hour crisis line: Telephone 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: hiscox@chelgate.com

Web: www.chelgate.com

You will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.