



Management Liability Charities



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Important note

It is important to state at the outset that, on entering into this *Policy*, *You* will be deemed to understand and accept all of the terms and conditions contained within it. It is therefore vitally important that *You* read the terms and conditions of this *Policy* in detail and that *You* contact *Your* insurance broker immediately if *You* have any doubts about any of the obligations arising or terminology used.

It is also important to note that this *Policy* is a contract between *You* and the *Insurer*. Victor Insurance are not themselves a party to this insurance contract. Victor Insurance will, however, continue to be involved in dealing with any matters that may arise against this *Policy* (particularly as regards any *Claims* that may arise).

Thank you for obtaining *Your* Management Liability cover via Victor Insurance.

Your policy

As part of the process of obtaining this insurance contract, *You* have made a *Proposal* to the *Insurer* and this *Proposal* has been relied upon by the *Insurer* in deciding whether or not to enter into this *Policy* and on what terms, including premium amount.

This *Policy* and any schedule and endorsements should all be read as if they were one document. In the event of any conflict between the various documents, the words used in any endorsements and schedule will override the words used in this *Policy*. Any term that is defined outside of Section 7 will override any contradictory definition that may be contained within Section 7.

Any reference in this *Policy* to the singular will also include the plural and vice versa. Also, any reference to a statute or statutory instrument will include any modifications to (or re-enactment of) them.

Various words and phrases have a standardised meaning within this *Policy* and such words and phrases are italicised throughout this *Policy* and are defined in Section 7. Headings and notes are for information purposes only and are not intended to affect the meaning of this *Policy*.

rradar advisory service and important phone numbers

rradar assistance included in your policy

Access to rradar, an award-winning legal, regulatory and risk management advice company, is included in *Your Policy*. rradar gives *You* the tools and support to confidently run *Your* business in compliance with relevant legislation, whilst expertly guiding *You* to safety if problems do arise.

Whether *You're* worried about a business-related legal issue, or *You'd* like to know more about spotting or managing potential legal pitfalls, rradar can help. At any stage of *Your Policy*, rradar can answer *Your* questions, educate *Your* business or assist with any specific concerns or investigations against *You*, whilst offering advice on the full remit of legal and regulatory issues which could face *Your* business, including:

- Human resources and employment
- Health and safety regulation
- Waste and environmental regulations
- Taxation
- Money laundering, fraud, bribery and corruption, anti-competitive practices
- Legal advice on a wide range of areas including corporate governance, directors' and shareholders' duties, contracts, intellectual property, data protection and cybercrime, financial crime, motoring and criminal offences.

How to use rradar

Whether *Your* front-line supervisor has a quick, query on-the-go, or your Board needs an in-depth conversation on its legal position, there should be a way to access rradar which suits *Your* business needs. Every business can face risk and loss, so please use the information below to get the assistance, training and legal freedom which *You* deserve, today.

rradar station: expert friendly advice

Enquiry line: 0800 955 6111 (Mon-Fri 8am – 6pm)

Email: contactus@rradar.com

(responses during rradar station hours)

rradar station's telephone and email enquiry lines are available for *You* and *Your* nominated employees to use as many times as *You* would like; offering *Your* business the very best in business related regulatory or legal advice.

Staffed by UK based experts including HR professionals, health and safety specialists and former tax inspectors, as well as leading accountants, solicitors and barristers, rradar station offers advice on HR and employment matters, every business-related regulator, allegation, investigation and prosecution, as well as commercial disputes.

To access: call 0800 955 6111 or email contactus@rradar.com and quote *Your Policy* number.

rradar station: online resources, tools, training and information for you

Online resources: www.rradar.com (available 24/7, see log-in details below)

You and any employees who *You* authorise, also have unlimited access, at any time, to rradar station's online digital resources. rradar station online is packed full of easy to read compliance and risk management information, including templates, draft contracts of employment, specimen letters, 'how to' articles, case studies, video training process guides, policies and more.

rradar station also provides online training and education resources to simplify law and regulation for *You* and *Your employees*, so you can feel more informed to take compliance and risk management business decisions. Login via www.rradar.com *You* will need *Your Policy* number to log in.

rradar grace: your virtual legal assistant, for information on the go

Download 'grace' in the App or Play store and log in with *Your* rradar station online details

rradar grace is *Your* business' virtual legal assistant: for instant legal support, no matter where or when *You* need it. Download grace as an app to *Your* smart device/phone, or use her online and she will deliver *You* guidance, tools and templates, at the verbal ask of *Your* question or the click of a button. grace is constantly learning from our legal and risk management experts to increasingly support *Your* business areas. She will also become more helpful and tailored to *Your* business needs, the more *Your* business works with her. grace is a world-first, pioneering tool to free *Your* business from legal fear and is available to *You* now, under this *Policy*.

rradar crisis legal helpline: helping you at the toughest times

Crisis helpline: 0800 955 6222

Should an incident occur, rradar's experienced team of expert defence and investigation lawyers and industry experts are on hand to help *You* when *You* need expert legal advice: 24 hours a day, 7 days a week, 365 days a year.

The rradar legal team have experience of defending every type of investigation or prosecution in every court and by every regulator. Advice can be provided over the phone, by email, or face to face wherever needed. rradar will provide on-going support throughout a case and aim to provide advice to prevent the same problem from happening again in the future.

All incidents that require instant defence or investigation expertise covered under *Your Policy* have immediate access to rradar's expert team.

For crisis assistance call 0800 955 6222 and quote *Your Policy* number.

rradar: always supporting you

rradar's purpose is entirely focussed on supporting *You* and *Your* business. Through the ever-expanding legal support which *You* need and updating the key resources and support tools available to *You* at least four times a year, meaning *Your Policy* never stops improving. Please also regularly visit www.rradar.com for more information including upcoming education pieces, reporting tools, podcasts, webinars and more.

In addition to the assistance included in *Your* policy, rradar can provide a review of documents and can support *You* in the drafting and production of documents. rradar can also provide expert legal advice and representation for issues falling outside the scope of *Your Policy*, as well as bespoke legal education, support or training for *Your* organisation. A simple fixed fee will be agreed with *You* before any work begins.

Legal privilege: peace of mind for you

rradar is a fully authorised and regulated legal practice. This means that legal advice, or communication with rradar because of specific claims against *You*, may not be disclosed in related legal proceedings.

Making a claim

If *You* need to make a *Claim*, please first check *Your Policy* to make sure *You* are covered. *You* must then follow the instructions under the *Claims* notification condition and *Claims* procedures condition under Section 1, *Policy* conditions. The contact details for notification of claims can be found on *Your Policy schedule*.

Please contact *Your* insurance advisor who will help us deal with *Your Claim* quickly and fairly.

Making a complaint

If *You* are not happy with the way in which a *Claim* or any other matter has been dealt with, please read Section 8 of the Policy, Complaints.

Crisis public relations advice

Crisis PR advice is available when making a *Claim* under *Your Policy*.
Please contact rradar for crisis PR access: 0800 955 6111
(Mon-Fri 8pm-6pm) or 0800 955 6222 (crisis line – outside office hours)

Section 1

Policy conditions

You must comply with the following conditions to have the full protection of *Your Policy*. If You do not comply then the *Insurer* may at their option take one or more of the following actions:

- Cancel the *Policy*;
- Declare *Your Policy* void (treating *Your Policy* as if it has never existed);
- Change the terms of *Your Policy*;
- Refuse to deal with all or part of any *Claim* or reduce the amount of any *Claim* payments.

If You are unsure about any of these conditions or whether You need to notify the *Insurer* about any matter, please contact the *Insurer*.

Arbitration condition

If the *Insurer* agrees to pay *Your Claim* and You disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of *Your* business, You may be able to refer *Your* case to the Financial Ombudsman Service (FOS). In either case this will not affect *Your* right to take legal action against the *Insurer* over this disagreement.

Cancellation condition

You may cancel *Your Policy* within 14 days of receiving *Your Policy* for the first *Period of Insurance* if for any reason You are dissatisfied or the *Policy* does not meet *Your* requirements.

Claims conditions

You and/or any *Insured Person* must reimburse the *Insurer* for any *Defence Costs* paid where it is later determined that there is no cover under this *Policy*.

If a *Claim* is made which is not completely covered by any section of this *Policy*, the *Insurer* will do their best to agree with You or any *Insured Person* a fair allocation between *Loss* (as defined in each section of the *Policy*) that is covered and *Loss* (as defined within each section of the *Policy*) not covered by this *Policy*.

Claims notification condition

You must:

- a) as soon as possible within the *Period of Insurance* or at the latest within 45 days after it expires:
 - i) give the *Insurer*, and the *Crisis Public Relations Consultants* where appropriate, notice of any *Claim* under this *Policy*, in accordance with the terms of each section
 - ii) give the *Insurer*, and the *Crisis Public Relations Consultants* where appropriate, all the information the *Insurer* requests
- b) immediately
 - i) on receipt send the *Insurer* every letter, court order, summons or other legal documents served upon You
 - ii) tell the *Insurer* about any *Investigation*, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential *Claim*, in accordance with the terms of each section
 - iii) unless otherwise agreed by the *Insurer* in writing, notify the police of any fraudulent or criminal activity upon discovery.

If *You* do not comply with this condition the *Insurer* has the right to refuse to pay *Your Claim*.

Claims procedures condition

- a) *You* must take, or allow others to take, practical steps to minimise any *Claim*
- b) At *Your* expense *You* must provide the *Insurer* with
 - i) full details in writing and any further information the *Insurer* may reasonably require
 - ii) any assistance to enable the *Insurer* to settle or defend a *Claim*
 - iii) details of any other relevant insurances
- c) *You* may appoint legal representation with the *Insurer's* written consent. . Where the *Insurer* agrees to *Your* legal representation, the maximum following hourly rates shall apply:
 - Partner - £185 per hour
 - Associate - £150 per hour
 - Solicitor - £115 per hour
 - Paralegal - £90 per hour
- d) *You* must not accept, negotiate, pay, settle, admit or reject any *Claim* without the *Insurer's* prior written consent
- e) The *Insurer* has the right to fully participate in the defence of any *Claim* including the negotiation of any settlement. The *Insurer* will also have the right to defend any *Claim* made against *You*.
- f) Where it is assessed by the *Insurer* and *Your* legal representation that *You* have a greater than 70% prospect of success, *You* shall have the right to defend any *Claim* made against *You* or any *Insured Person*.

If *You* do not comply with this condition the *Insurer* has the right to refuse to pay *Your Claim*.

Fraud condition

If *You* or anyone acting for *You*:

- a) knowingly makes a fraudulent or exaggerated *Claim* under the *Policy*
- b) knowingly makes a false statement in support of a *Claim* (whether or not the *Claim* itself is genuine); or
- c) knowingly submits a false or forged document in support of any *Claim* (whether or not the *Claim* itself is genuine).

The *Insurer*:

- i) will refuse to pay the *Claim*
- ii) declare the *Policy* void from the date of the fraudulent act without any refund or premiums

The *Insurer* may also inform the police of the circumstances.

Instalments condition

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

If a *Claim* has been made or there has been any *Circumstance* during the current *Period of Insurance* the annual premium remains due in full.

Law applicable to this policy

You and the *Insurer* can choose the law which applies to this *Policy*. The *Insurer* proposes that English law applies. Unless the *Insurer* and *You* agree otherwise, the law of England and Wales will apply to this *Policy*.

Fair presentation of risk condition

You have a duty to make a *Fair Presentation* of the risk *You* wish to insure. This applies prior to the start of *Your Policy* and prior to each renewal. If *You* do not comply with this condition then:

- a) If the failure to make a *Fair Presentation* of the risk is deliberate or reckless the *Insurer* can elect to make *Your Policy* void and keep the premium. This means treating the *Policy* as if it had not existed and that the *Insurer* will not return *Your* premiums; or
- b) If the failure to make a *Fair Presentation* of the risk is not deliberate or reckless and the *Insurer* would not have provided cover had *You* made a *Fair Presentation*, then the *Insurer* can elect to make *Your Policy* void and return *Your* premiums; or
- c) If the failure to make a *Fair Presentation* of the risk is not deliberate or reckless and the *Insurer* would have issued cover on different terms had *You* made a *Fair Presentation* of the risk the *Insurer* can:
 - i) Reduce proportionately any amount paid or payable in respect of any *Claim* under *Your Policy* using the following formula:

The *Insurer* will divide the premium actually charged, by the premium the *Insurer* would have charged had *You* made a *Fair Presentation* and calculate this as a percentage. The same percentage figure will be applied to the full amount of the *Claim* to arrive at the proportion of the *Claim* to be paid or payable; and/or
 - ii) Treat *Your Policy* as if it had included the different terms (other than payment of premium) that the *Insurer* would have imposed had *You* made a *Fair Presentation*.
- d) Where the *Insurer* elects to apply one of the above then:
 - i) If the *Insurer* elects to make *Your Policy* void, this will be from the start of the *Policy* or date of renewal
 - ii) The *Insurer* will apply the formula calculated by reference to the premium that would have been charged to *Claims* from the start of the *Policy* or from the date of renewal
 - iii) The *Insurer* will treat *Your Policy* as having different terms imposed from the start of the *Policy* or from renewal depending on when the failure to make a *Fair Presentation* occurs.

Notification of potential claims

You may give the *Insurer* notice of any *Circumstance* which might lead to a *Claim* under this *Policy* giving reasons for the expectation and including full details of the people and dates involved.

Subrogation (the *Insurer's* rights) condition

The *Insurer* will be entitled to undertake in *Your* name or on *Your* behalf steps to enforce rights against any other party before or after payment is made by the *Insurer*.

Third party rights condition

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

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

Section 2

Policy exclusions

Your Policy is subject to exclusions and these tell *You* what is not covered. The *Policy* exclusions are set out below and apply to *Your Policy* as a whole. There are also specific exclusions under each section of cover under the heading 'What is not covered'.

Bodily injury or property damage exclusion

The *Insurer* will not cover any *Claim, Loss* (as defined in each section of the *Policy*) or *Investigation*:

- a) for psychological or emotional distress other than in respect of an *Employment Practice Claim*
- b) for sickness, disease, bodily injury or death other than in respect of a *Safety Legislation Claim* or *Manslaughter Claim*
- c) for the loss, damage or destruction of any tangible property including loss of use of that property

Unless arising directly from *Your* breach of a duty of care. Cover shall apply solely in excess of any other insurance policy available to *You* or any *Insured Person*.

Defined benefit pension schemes exclusion

The *Insurer* will not cover any *Claim, Loss* (as defined in each section of the *Policy*) or *Investigation* caused by:

- a) an *Insured Person's* operation or administration of any defined benefit pension scheme
- b) an *Insured Person's* breach of any legislation or regulation relating to any defined benefit pension scheme.

Excess exclusion

The *Insurer* will not pay the *Excess* detailed in *Your Policy* schedule (under each section of cover).

Prior claims, investigations and circumstances exclusion

The *Insurer* will not cover any *Loss* (as defined in each section of the *Policy*) or *Investigation* caused by any *Claim, Investigation* or *Circumstance* which *You* were aware of before the start of the *Period of Insurance*.

Prior litigation exclusion

The *Insurer* will not cover any *Claim, Loss* (as defined in each section of the *Policy*) or *Investigation* caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an *Insured Person, You* or an *Outside Company* started before the date of *Your* first purchase of Trustees Liability Insurance.

Takeovers and mergers exclusion

The *Insurer* will not cover any *Loss* (as defined in each section of the *Policy*) or *Investigation* caused by any *Claim* for a *Wrongful Act* after *You* merge or consolidate with another charity, club or association.

Section 3

Policy extensions

Extended claims notification period cover

Your schedule will show if You have this cover.

If the *Insurer* or You refuse to renew the *Policy* for any reason other than non-payment of premium or insolvency, You may purchase an extended *Claims* notification period of 12 months upon payment of 50% of the full *Policy* annual premium.

This extended notification period is only available if:

- a) the *Insurer* receives Your written notice of purchase within 30 days following the end of the *Period of Insurance*; and
- b) the *Policy* is not replaced by any other policy; and
- c) at the end of the *Period of Insurance*, You have not merged with another charity, club or association.

If the *Insurer* offers renewal terms, conditions, *Limits of Liability* or premiums that are different from those of the expiring *Policy*, this does not mean a refusal to renew.

Condition of the cover

Where You have taken this cover the *Policy* Claims notification condition is deleted and replaced with the following:

You must:

- a) as soon as possible within the extended notification period
 - i) give the *Insurer* notice of any *Claim* under this *Policy*, in accordance with the terms of each section
 - ii) give the *Insurer* all the information the *Insurer* requests
- b) immediately
 - i) on receipt send the *Insurer* every letter, court order, summons or other legal documents served upon You
 - ii) tell the *Insurer* about any *Investigation*, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential *Claim*, in accordance with the terms of each section
 - iii) notify the police of any fraudulent or criminal activity upon discovery.

If You do not comply with this condition the *Insurer* has the right to refuse to pay Your *Claim*. The *Insurer* will not refund any premium to You if You cancel the extended notification period before it ends.

Section 4 – Trustees’ and officers’ liability

Part 1.1

Limit of cover

The most that the *Insurer* will pay for any one *Claim* including *Defence Costs* and/or *Investigation Costs* is the *Limit of Liability*.

Each *Claim* will be treated as being made when the *Insurer* receives written notice of the *Claim*. *Investigation Costs* will be treated as being made when attendance of an *Insured Person* is notified as being required.

Section 4 – Trustees’ and officers’ liability

Part 1.2

What is covered

Additional limit for non-indemnifiable loss cover

Where the *Limit of Liability* has been exhausted, the *Limit of Liability* shall be increased by GBP 100,000 per *Claim* and/or *Investigation* for each *Insured Person* provided that such limit shall be in excess of:

- a) any other available insurance
- b) any other available indemnification.

Bail costs cover

The *Insurer* will pay on behalf of any *Insured Person* *Bail Costs* caused by a *Claim* for a *Wrongful Act*.

Brexit cover

The *Insurer* will pay for any *Insured Person’s* *Loss* caused by a *Claim* for a *Wrongful Act* in connection with the withdrawal of the United Kingdom from the European Union.

Circumstance investigation costs cover

The *Insurer* will pay the costs of radar in the *Investigation* of any *Circumstance* reported to the *Insurer* during the *Period of Insurance* including the steps that might be appropriate to avert or reduce the potential of a *Claim*.

The most the *Insurer* will pay for all *Circumstance Investigation Claims* in any one *Period of Insurance* is GBP 50,000.

Claims against an insured person cover

The *Insurer* will pay the *Loss* incurred by any *Insured Person* caused by a *Claim* for a *Wrongful Act*.

Company reimbursement cover

The *Insurer* will pay for the *Loss* which *You* are legally allowed to pay on behalf of an *Insured Person* caused by a *Claim* for a *Wrongful Act*.

Compensation for court attendance cover

The *Insurer* will pay *You* at the rate of GBP250 per day for each day that an *Insured Person’s* attendance is needed at court in connection with any *Claim* or *Investigation*.

Crisis public relations costs cover

The *Insurer* will pay *Crisis Public Relations Costs* for any *Insured Person* caused by a *Claim* for a *Wrongful Act*.

Deprivation of assets cover

The *Insurer* will pay the *Loss* of any *Insured Person* for *Deprivation of Asset Expenses*.

The most the *Insurer* will pay under this cover is GBP100,000 for any one *Claim*. This is also the most the *Insurer* will pay for all *Deprivation of Asset Claims* in any one *Period of Insurance*.

Directors’/trustees’ personal tax cover

The *Insurer* will pay the *Defence Costs* of any director or trustee in a personal tax investigation where radar have assessed that such *Defence Costs* will prevent or mitigate a *Claim* against *You* or an *Insured Person*.

The most the *Insurer* will pay under this cover is £25,000 for any one *Claim*. This is also the most the *Insurer* will pay for all *Personal Tax Investigation Claims* in any one *Period of Insurance*. *Defence Costs* are solely restricted to the costs of radar.

Employment practice claims cover

The *Insurer* will pay for the *Loss* caused by an *Employment Practice Claim* during the *Period of Insurance* brought by a current, former or potential *Employed Person*. This cover does not apply if the *Insured Person* is covered under the Employment practices liability section of this *Policy*.

Extradition proceedings cover

The *Insurer* will pay, for any *Insured Person*, the *Loss* caused by any *Extradition Proceedings* against any *Insured Person* during the *Period of Insurance* caused by a *Claim* for any *Wrongful Act*.

Insolvency hearing costs cover

The *Insurer* will pay the *Insolvency Hearing Costs* of any *Insured Person*.

The most the *Insurer* will pay under this cover is £25,000 any one *Claim*. This is also the most the *Insurer* will pay for all *Insolvency Hearing Costs Claims* in any one *Period of Insurance*.

Investigation costs cover

The *Insurer* will pay the *Investigation Costs* caused by an *Investigation* first notified as being required during the *Period of Insurance*.

Manslaughter claims cover

The *Insurer* will pay for the *Defence Costs* which *You* are legally allowed to pay on behalf of an *Insured Person* caused by a *Manslaughter Claim* against an *Insured Person* for a *Wrongful Act*.

Outside company cover

The *Insurer* will pay for the *Loss* incurred by any *Insured Person* for any *Wrongful Act* within the *Policy Territories* carried out in their role as a trustee, director or officer of an *Outside Company*.

Provided that the *Insured Person* acts in that role at *Your* written request and the *Claim* does not arise from a *Wrongful Act* carried out after the *Insured Person* stopped acting in this role.

The *Insurer* will only pay after any cover provided by the *Outside Company* to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

Pension/employee benefit schemes cover

The *Insurer* will pay for the *Loss* caused by a *Claim* for a *Wrongful Act* in connection with an *Insured Person's* operation or administration of any of *Your* pension schemes (other than a defined benefit scheme), employee benefit schemes or trust funds.

Personal charity/Not for profit association cover

The *Insurer* will pay for the *Loss* incurred by any *Insured Person* for any *Wrongful Act* within the *Policy Territories* carried out in their role in a personal capacity as a director or officer of a charity or any not for profit organisation.

Pollution claims cover

The *Insurer* will pay for the *Loss* arising from *Pollution* caused by a *Claim* for any *Wrongful Act*.

Retired trustees cover

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

- a) disqualification from holding such a position; or
- b) a take-over or merger,

for an unlimited period from the date of non renewal (the "run-off period"), provided that:

- i) cover will only apply to *Claims* caused by any *Wrongful Act* carried out or alleged before the date of retirement of the *Insured Person*
- ii) the run-off period will run at the same time as any extended notification period
- iii) no similar insurance is in place elsewhere.

Safety legislation claims cover

The *Insurer* will pay for the *Defence Costs* which *You* are legally allowed to pay on behalf of an *Insured Person* caused by a *Safety Legislation Claim* (or similar legislation in any other jurisdiction) against an *Insured Person* for a *Wrongful Act*.

Tax cover

If *You* become insolvent, this section will extend to pay for any *Claim* against an *Insured Person* alleging a *Wrongful Act* relating to *Your* unpaid tax liability within the *Policy Territories*.

Section 4 – Trustees’ and officers’ liability

Part 1.3

Policy extensions

Takeovers and mergers extension of cover

Your schedule will show if *You* have this cover.

If during the *Period of Insurance* *You* merge with another charity, club or association:

You may on payment of an additional premium, of 200% of the annual *Policy* premium, request that this section continue in force for a period of 72 months from the expiry date of the current *Period of Insurance*.

This extension only applies to *Claims* caused by any *Wrongful Act* carried out or alleged before the date of the takeover or merger.

Section 4 – Trustees' and officers' liability

Part 1.4

What is not covered

Deliberate or dishonest acts exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* caused by:

- a) a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any *Insured Person*
- b) an act by any *Insured Person* intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- c) an act intended to obtain or which does obtain a profit for any company other than *You* where an *Insured Person* is a director, officer or employee of that company.

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

Related party claims in the United States of America exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* caused by any *Claim* brought by *You*, an *Outside Company* or an *Insured Person* within or subject to the laws of the United States of America.

This exclusion shall not apply to:

- a) *Defence Costs*
- b) any shareholder derivative proceedings in *Your* name without *Your* or any *Insured Person's* solicitation, assistance or participation
- c) any *Claim* brought by *Your* liquidator, receiver or administrative receiver or similar body
- d) any *Employment Practice Claim*
- e) any *Claim* made by a previously *Insured Person of Yours*
- f) any *Claim* seeking a contribution or indemnity if that *Claim* would be covered by this section if made against an *Insured Person*.

Specific United States of America legislation exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* caused by the following legislation in the United States of America:

- a) any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- b) any breach of the Securities Act of 1933 of the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 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.

Section 4 – Trustees’ and officers’ liability

Part 1.5

Section conditions

The *Policy* conditions all apply equally to each *Insured Person* and to *You* other than:

Fair presentation of risk The *Policy* condition, Fair presentation of risk under Section 1 will only apply under this section to an *Insured Person* who had knowledge of a misstatement or omission before the *Period of Insurance* that could affect the terms and/or conditions of this *Policy*.

In these circumstances the *Insurer* waives their right to cancel the *Policy* on the grounds of non-disclosure, fair presentation of risk or fraud.

Severability

All information which any *Insured Person* provided before the *Insurer* agreed to insure *You* will be considered as a separate application for each *Insured Person*.

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

Only statements made (whether in the *Proposal* or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of *You* or any other person authorised by *You* to make statements on behalf of *You* shall be attributed to *You* in determining whether cover applied under *Your Policy*.

Section 5 – Employment practices liability

Part 1.1

Your Schedule will show if this section is covered.

Limit of cover

The most that the *Insurer* will pay for any one *Claim* including *Defence Costs* and/or *Investigation Costs* is the *Limit of Liability*.

Each *Claim* will be treated as being made when the *Insurer* receives written notice of the *Claim*. *Investigation Costs* will be treated as being made when *Your* or an *Insured Persons* attendance is notified as being required.

Section 5 – Employment practices liability

Part 1.2

What is covered

Claims by employees cover

The *Insurer* will pay for *Your* or any *Insured Person's* Loss caused by a *Claim* by an *Employed Person* alleging an *Employment Practice Wrongful Act*.

The *Excess* will not apply to any *Claim* brought only against an *Insured Person*.

Claims by others cover

The *Insurer* will pay for *Your* or any *Insured Person's* Loss caused by a *Claim* by anyone other than an *Employed Person* alleging an *Employment Practice Wrongful Act*.

Compensation for court attendance cover

The *Insurer* will pay *You* at the rate of GBP250 per day for each day that an *Insured Person's* attendance is needed at court in connection with any *Claim* or *Investigation*.

Investigation costs cover

The *Insurer* will pay for *Your* or any *Insured Person's* *Investigation Costs* caused by an *Investigation* first notified as being required during the *Period of Insurance*.

The *Excess* will not apply to any *Investigation* that only involves an *Insured Person*.

Outside company cover

The *Insurer* will pay for the *Loss* incurred by any *Insured Person* for any *Employment Practice Wrongful Act* carried out by an *Insured Person* in their role as an *Employed Person* of an *Outside Company*.

As long as the *Insured Person* acts in that role at *Your* written request and the *Claim* does not arise from a *Wrongful Act* carried out after the *Insured Person* stopped acting in this role.

The *Insurer* will only pay after any cover provided by the *Outside Company* to its trustees, directors or officers and any other insurance available to its trustees, directors and officers has been used.

Section 5 – Employment practices liability

Part 1.3

What is not covered

Claims outside of the United Kingdom exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* brought outside of the United Kingdom.

Collective bargaining agreements exclusion

The *Insurer* will not cover any *Claim* caused by *Your* failure to act in accordance with any collective bargaining agreement other than:

- a) allegations of *Retaliatory Treatment*
- b) *Defence Costs and/or Investigation Costs*

Contractual payments exclusion

The *Insurer* will not cover any *Claim* caused by *Your* failure to pay any amount *You* must pay under contract to an *Employed Person*.

This includes but is not limited to:

- a) payments for notice periods (contractual or statutory); or
- b) any breach of any minimum wage requirements

This exclusion does not apply to *Defence Costs and/or Investigation Costs*.

Deliberate and dishonest acts exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* caused by any deliberate breach of employment regulation, deliberately not following the advice provided by the employment helpline or other solicitor/human resources advisor, or any other dishonest or fraudulent act carried out by you or any insured person

Legal requirements exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* caused by *Your* legal duties in relation to *Your*.

- a) health and safety requirements
- b) payment of unemployment benefits
- c) payment of social security benefits
- d) payment of retirement benefits
- e) payment of disability benefits.

This exclusion does not apply to *Defence Costs* for any *Claim* caused by *retaliatory treatment*.

Non-compensatory payments exclusion

The *Insurer* will not cover any *Claim, Loss or Investigation* caused by:

- a) the failure to pay for anyone else's liability which *You* must legally take on under any contract or agreement. This does not apply to any *Claim* that would have happened without such contract or agreement

- b) any non-financial order
- c) any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an *Employed Person* other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to *Defence Costs* and/or *Investigation Costs*.

Pension rights exclusion

The *Insurer* will not cover any *Claim* caused by:

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

This exclusion does not apply to *Defence Costs* and/or *Investigation Costs*.

Tax exclusion

The *Insurer* will not cover any *Claim* caused by *Your* failure to pay taxes. This exclusion does not apply to *Defence Costs* and/or *Investigation Costs*.

Trade Union membership exclusion

The *Insurer* will not cover any *Claim* caused by membership or non-membership of any trade union or similar organisation other than:

1. allegations of *Retaliatory Treatment*
2. *Defence Costs* and/or *Investigation Costs*.

Section 5 – Employment practices liability

Part 1.4

Section conditions

The *Policy* conditions all apply equally to each *Insured Person* and to *You* other than:

Fair Presentation

The *Policy* condition, Fair presentation of risk under Section 1 will only apply under this section to an *Insured Person* who had knowledge of a misstatement or omission before the *Period of Insurance* that could affect the terms and/or conditions of this *Policy*.

Severability

All information which any *Insured Person* provided before the *Insurer* agreed to insure *You* will be considered as a separate application for each *Insured Person*.

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

With respect to any *Claim* made against *You*, only statements made (whether in the *Proposal* or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of *You* or any other person authorised by *You* to make statements on behalf of *You* shall be attributed to *You* in determining whether cover applies under *Your Policy*.

Section 6 – Charity, clubs and associations legal liability

Part 1.1

Limit of cover

The most that the *Insurer* will pay for any one *Claim* including *Defence Costs* and/or *Investigation Costs* is the *Limit of Liability*.

Each *Claim* will be treated as being made when the *Insurer* receives written notice of the *Claim*. *Investigation Costs* will be treated as being made when *Your* or an *Insured Person's* attendance is notified as being required.

Section 6 – Charity, clubs and association legal liability

Part 1.2

What is covered

Breach of Data Protection cover

The *Insurer* will pay for *Your Loss* for a breach of Data Protection law.

Brexit cover

The *Insurer* will pay *Your Loss* caused by a *Claim* for any *Wrongful Act* in connection with the withdrawal of the United Kingdom from the European Union.

Civil liability and professional negligence cover

The *Insurer* will pay for *your Loss* caused by any *Claim* made against *You* for any actual or alleged civil liability or professional negligence.

Compensation for court attendance cover

The *Insurer* will pay *You* at the rate of GBP250 per day for each day that an *Insured Person's* attendance is needed at court in connection with any *Claim*.

Contractual liability cover

The *Insurer* will pay *Your Defence Costs* caused by any contractual liability *Claim*. The most the *Insurer* will pay under this cover is GBP100,000 for any one *Claim*. This is also the most the *Insurer* will pay for all contractual liability *Claims* in any one *Period of Insurance*.

Crisis public relations costs

The *Insurer* will pay *Crisis Public Relations Costs* caused by any *Claim* made against *You* for a *Wrongful Act*.

Cyber liability cover

The *Insurer* will pay for *Your Loss* resulting from any Cyber Liability *Claim*. The most the *Insurer* will pay for any *Cyber Liability Claim* is £50,000 any one *Claim*. This is also the most the *Insurer* will pay for all *Cyber Liability Claims* in any one *Period of Insurance*.

Data protection breach cover

The *Insurer* will pay the costs of radar in contacting *Your* customers and suppliers as legally required following a data protection breach.

The most that the *Insurer* will pay for this cover is GBP 100,000 for any one *Claim*.

Employee dishonesty cover

The *Insurer* will pay for *Your* direct financial loss caused by the dishonesty of an *Employed Person* discovered during the *Period of Insurance*.

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

The most the *Insurer* will pay under this cover is GBP 100,000 for any one *Claim*. This is also the most the *Insurer* will pay for all Employee dishonesty *Claims* in any one *Period of Insurance*.

Identity fraud cover

The *Insurer* will pay for *Your Loss* resulting from *Identity Fraud*.

Investigation costs cover

Pre-Investigation cover is available via rradar helpline.

The *Insurer* will pay for *Your Investigation Costs* caused by an *Investigation* against *You* which *You* first notified as being required during the *Period of Insurance*.

Judicial review cover

The *Insurer* will pay for *Your Loss* caused by any *Claim* and/or *Investigation* made against *You* as a result of Judicial Review (as defined in the civil procedure rules).

Loss of documents cover

The *Insurer* will pay the costs of replacing or restoring any document, data or information lost, damaged or destroyed whilst in *Your* possession during the *Period of Insurance*.

The most *the Insurer* will pay under this cover is GBP100,000 for any one claim. This is also the most the *Insurer* will pay for all loss of documents claims in any one *Period of Insurance*.

Manslaughter claims cover

The *Insurer* will pay for *Your Defence Costs* caused by a *Manslaughter Claim* made against *You* for a *Wrongful Act*.

Mitigation of loss cover

The *Insurer* will pay for *Your Defence* incurred with our written consent to take action to mitigate a *loss* or potential *loss* or *claim*.

The most *the Insurer* will pay under this cover is GBP50,000 for all mitigation of loss *claims* in any one *Period of Insurance*.

Negative social media crisis public relations costs cover

The *Insurer* will pay *Crisis Public Relations Costs* necessary to mitigate the adverse effect or potentially adverse effect to *Your* reputation following any sustained negative publicity in relation to *Your* business activities or practices that is posted on any internet based platform or social media website.

The most that the *Insurer* will pay for all *Negative Social Media Public Relations Costs* in any one period of insurance is GBP25,000.

Other wrongful acts cover

The *Insurer* will pay for *Your Loss* caused by any *Claim* made against *You* for a *Wrongful Act*.

Pension/employee benefit schemes cover

The *Insurer* will pay for *Your Loss* caused by any *Claim* made against *You* for a *Wrongful Act* in connection with *Your* operation or administration of any pension or employee benefit scheme or trust fund.

Pollution claims clean up costs cover

The *Insurer* will pay *Your Loss* for *Pollution clean up costs* for any *Claim* and/or *Investigation* made against *You*. The most the *Insurer* will pay under this cover is GBP25,000 for any one *Claim*. This is also the most the *Insurer* will pay for all *Pollution clean up costs Claims* in any one *Period of Insurance*.

Pollution claims cover

The *Insurer* will pay for *Your Defence Costs* caused by any *Claim* made against *You* for a *Wrongful Act* in connection with *Pollution*.

The most the *Insurer* will pay under this cover is GBP100,000 for any one *Claim*. This is also the most the *Insurer* will pay for all *Claims*, made against *You* for a *Wrongful Act* in connection with *pollution*, in any one *Period of Insurance*.

Regulatory mitigation cover

The *Insurer* will pay *Your Regulatory mitigation costs* for any regulatory self reporting.

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Safety legislation claims cover

The *Insurer* will pay for *Your Defence Costs* caused by a *Safety Legislation Claim* caused by any *Claim* made against *You* for a *Wrongful Act*.

Tax cover

The *Insurer* will pay for *Your Defence Costs* caused by a *Claim* for breach of any tax law, act or regulations.

Tax investigation cover

The *Insurer* will pay *Your Defence Costs* for any *Tax Investigation*.

Telephone fraud cover

The *Insurer* will pay *Your* direct financial loss discovered during the *Period of Insurance* caused by *Telephone Fraud*. The most the *Insurer* will pay under this cover is £10,000. This is also the most the *Insurer* will pay for all *Telephone Fraud* claims in any one *Period of Insurance*.

Third party electronic funds transfer cover

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

The most the *Insurer* will pay under this cover is GBP10,000 for any one *Claim*. This is also the most the *Insurer* will pay for all third party electronic fund transfer *Claims* in any one *Period of Insurance*.

Third party fraud or forgery cover

The *Insurer* will pay *Your* direct financial *Loss* discovered during the *Period of Insurance* caused by *Third Party Fraud or Forgery*. The most the *Insurer* will pay under this cover is £10,000. This is also the most the *Insurer* will pay for all *Third Party Fraud or Forgery Claims* in any one *Period of Insurance*.

Section 6 – Charity, clubs and association legal liability

Part 1.3

Section extensions

Legal pursuit extension

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

The cover

Aggregate limit of liability: GBP25,000

Unless otherwise stated Excess: GBP1,000 each and every *Claim*.

The *Insurer* will provide cover up to the *Aggregate Limit of Liability* in any one *Period of Insurance* and is subject to the *Excess* stated provided that:

1. The date of occurrence happens during the *Period of Insurance* and occurs within the *Policy Territories* in connection to *Your* business
2. Any legal proceedings will be dealt with by a court, or other body which the *Insurer* agrees to, in the *Policy Territories*; and
3. All cover provided by this Legal pursuit extension relates to costs solely incurred by radar.

Contract disputes and debt recovery cover

rradar will negotiate for *Your* legal rights in a contractual dispute entered into by *You* or on *Your* behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or building.

Provided that:

1. The amount in dispute exceeds GBP500
2. If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the *Claim* exceed GBP500
3. If the dispute relates to money owed to *You*, a *Claim* is notified to radar within 90 days of the money becoming due and payable.

Restrictive covenant cover

rradar will negotiate your legal rights in pursuing:

1. an undertaking or injunction against a former employee alleging breach of their *Restrictive Covenant* or *Confidentiality Clause*.
2. damages for breach of *Restrictive Covenant* or *Confidentiality Clause*.

Trespass, nuisance, person removal and property damage cover

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

Additional exclusion applicable to Legal pursuit extension

The *Insurer* will not pay for:

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

Section 6 – Charity, clubs and associations legal liability

Part 1.4

What is not covered

Claims outside of the policy territories exclusion

The *Insurer* will not cover any *Loss* or *Investigation* caused by any *Claim* outside the *Policy Territories*.

Deliberate or dishonest acts exclusion

The *Insurer* will not cover any *Claim*, *Loss* or *Investigation* caused by:

- a) a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any *Insured Person* acting for *You*. This exclusion does not apply to any regulatory self reporting.
- b) an act by any *Insured Person* intended to obtain or which does obtain a personal profit or advantage which was not legally theirs other than a *Claim* under the employee dishonesty or third party electronic funds transfer cover.
- c) an act intended to obtain or which does obtain a profit for any company other than *You* where an *Insured Person* is a director, officer or employee of that company.

Employment exclusion

The *Insurer* will not cover any *Claim*, *Loss* or *Investigation* caused by any *Employment Practice Claim*.

Employee dishonesty and third party funds transfer exclusions

The *Insurer* will not cover any *Claim*, *Loss* or *Investigation* caused by employee dishonesty or third party funds transfer in relation to:

- a) any accounting or arithmetical error, omission or unexplained shortage
- b) any default on a credit or other loan agreement
- c) any loss of interest, loss of profit or any other indirect financial loss

The *Insurer* will also not cover *Your* costs of establishing the amount of *Your* direct financial loss.

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

The *Insurer* will not cover any *Claim*, *Loss* or *Investigation* caused by *Your* failure to fund any pension, share ownership employee benefit or any other similar scheme.

Virus exclusion

Other than as provided by *Cyber Liability* cover, the *Insurer* will not cover any *Claim*, *Loss* or *Investigation* caused by the transmission or receipt of a *Virus* or similar mechanism.

Section 6 – Charity, clubs and associations legal liability

Part 1.5

Section conditions

Severability condition

Only statements made (whether in the *Proposal* or otherwise) and information possessed by any Trustee, Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of *You* or any other person authorised by *You* to make statements or complete the Proposal shall be attributed to *You* in determining whether cover applies under *Your Policy*

Section 7

Definitions

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

Bail Costs

Costs agreed with the *Insurer*, to pay for a bond to guarantee an *Insured Person's* bail or equivalent in another country as required by a court of law.

Circumstance

Any verbal or written complaint made against *You* or an *Insured Person* that could give rise to a *Claim*. This does not include any routine employment disciplinary action or dismissal.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against *You* or an *Insured Person* during the *Period of Insurance*:

- a) seeking monetary damages
- b) seeking a penalty or other legal action and alleging a *Wrongful Act*
- c) alleging an *Employment Practice Wrongful Act*.

Crisis Public Relations Consultants

Chelgate Limited, No 1 Tanner Street, London. SE1 3LE

Crisis Public Relations Costs

Costs incurred by the *Crisis Public Relations Consultants* following a *Claim* and/or *Investigation* to prevent, limit or reduce the actual or potential damage to *Your* or any *Insured Person's* reputation from negative publicity or media attention.

Defence Costs

Costs agreed with the *Insurer*, in writing, to:

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

Employed Person

Anyone:

- a) under a contract of service or apprenticeship with *You*
- b) who is
 - i) employed by *You* or for *You* on a labour only basis
 - ii) hired to *You* or borrowed by *You* from another employer
 - iii) a voluntary helper or someone taking part in a work experience or training scheme

and under *Your* control or supervision.

Employment Practice Claim

- a) Any *Claim* by any *Employed Person* for any actual or alleged:
 - i) wrongful, unfair or constructive dismissal, discharge or termination of employment
 - ii) breach of written or implied contract
 - iii) employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - iv) harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - v) *Retaliatory Treatment*
 - vi) defamation or invasion of privacy
- b) Any other *Claim* happening only as a result of *You* employing any current, former or prospective *Employed Person*.

Employment Practice Wrongful Act

- a) Any actual or alleged act, conduct, error or omission carried out or attempted by *You*, an *Insured Person* or a third party where *You* are held to be legally responsible for any actual or alleged:
 - i) wrongful, unfair or constructive dismissal, termination of employment
 - ii) breach of written or implied contract
 - iii) employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - iv) harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - v) *Retaliatory Treatment*
 - vi) defamation or invasion of privacy
- b) Any other *Claim* happening only as a result of *You* employing any current, former or prospective *Employed Person*.

Employment Related Benefits

Any payment to an *Insured Person* as well as normal salary including:

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

Excess

The first amount of any *Claim* or *Claims* as detailed in *Your Policy* schedule for which *You* are responsible. The excess applies to *Loss* (as defined in each section of the *Policy*), *Crisis Public Relation Costs*, *Defence Costs* and *Investigation Costs*, however, it will not apply to any *Claim* successfully defended. The *Excess* will only be charged at the end of each *Claim* and/or *Investigation*.

Extradition Proceeding

Any *Claim* or proceeding brought against an *Insured Person* under United Kingdom extradition law or similar law in any other country.

Fair Presentation

You must make a fair presentation to us when *You* take out, renew or vary *Your Policy*. This means that *You* must tell us about all facts and circumstances which may be material to the risks covered by *Your Policy* in a clear and accessible manner. Material facts are those which are likely to influence us in the acceptance or assessment of the terms or pricing of *Your Policy*. If *You* are in any doubt as to whether a fact is material, *You* should tell us about it.

If *You* fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where we would not have issued, renewed or varied *Your Policy* had *You* told us about a material fact or circumstance, the *Insurer* may treat *Your Policy* as if it had not existed and refuse to pay any claims. In other cases, the *Insurer* may only pay part of the value of *Your Claim* or impose additional terms.

For these reasons, it is important that *You* check all of the facts, statements and information set out in this document and any other information provided are complete and accurate, and that *You* have answered any questions completely and accurately. If there is more than one person involved in *Your* business or employed by *You*, *You* should check with them where appropriate that the facts and statements that *You* make are complete and accurate.

If any of the facts, statements or information about *You* or *Your Business* are incomplete or inaccurate, *You* or *Your* agent must contact us as soon as reasonably practical. Failure to do so may mean that we will impose different terms on *Your Policy*, may charge *You* a higher premium or in the worst case may mean that claims would not be paid.

Insolvency Hearing Clause

Costs incurred by *us* in any *Insured Person's Defence Costs* in any official investigation into *You* or an *Insured Person's* affairs following your insolvency or administration.

Insured Person

- a) Any person who was, is, or during the *Period of Insurance* becomes a director, partner, member or officer of *Yours*
- b) Any natural person acting in the capacity as a director of *Yours* (not including any administrator, liquidator, receiver or auditor)
- c) Any shadow director as defined under United Kingdom law or similar legislation in any other country
- d) Any *Employed Person* of *Yours*.
- e) Any trustee of any pension or employee benefit scheme or trust fund operated or administered by *You*
- f) The lawful husband, wife, civil or unmarried partner of an *Insured Person* described in 1 to 5 above, only because of their relationship, following a *Claim* against the *Insured Person*
- g) The estates, heirs or legal representatives of any *Insured Person* above who has died or become incapacitated, insolvent or bankrupt but only in relation to a *Claim* against the *Insured Person*.

Insurer

means the party specified as such in the schedule.

Investigation

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

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

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal *Investigation* or any *Investigation* into the business activities of *Your* industry which is not related only to *Your* or any *Insured Person's* conduct.

Investigation Costs

Legal and other professional costs and expenses agreed with the *Insurer* in writing, incurred directly by *You* or an *Insured Person* in preparing for and attending any *Investigation*.

This does not include salary or any other additional costs of *Yours*

Limit of Liability

The amount shown in *Your Policy* schedule as the limit of liability.

Manslaughter Claim

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

Outside Company

Any company other than *You*:

- a) that is a charity or association, or;
- b) in which *You* hold any issued share capital.

but this does not include

- i) any company registered in the United States of America
- ii) any listed company
- iii) any financial services company.

Period of Insurance

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

Policy

The *Policy* and schedule and any endorsements attached or issued.

Pollutant

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

Pollution

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

Pollution clean up costs

Costs incurred by *You* or imposed by the Environment Agency to investigate and clean up any *Pollution* incident.

Proposal

Any proposal or application form, statement of fact, declaration or other information provided by *You* or on *Your* behalf in connection with this *Policy*.

Regulatory mitigation costs

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

Retaliatory Treatment

Any actual or alleged action by *You* against an *Employed Person* as a result of the *Employed Person* using or trying to use their legal rights.

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

Safety Legislation Claim

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

Subsidiary

Any company where *You*;

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

If a company ceases to be a *Subsidiary* cover will continue but only for a *Claim* caused by a *Wrongful Act* carried out before it stopped being a *Subsidiary*.

Tax investigation

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

Tax investigation will not include:

- i) any costs incurred in the normal completion of tax or VAT returns
- ii) any tax investigation where returns have been submitted more than 30 days after the statutory filing deadline
- iii) any tax investigation where *You* or any *Insured Person* have failed to maintain proper accounting records
- iv) any tax investigation where rradar assesses HMRC findings to be reasonable and there is no realistic prospect of a successful defence.

Virus or similar mechanism

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

You/Your/Yourself

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

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

These meanings apply within the Trustees' and officers' liability section of *Your Policy*.

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

Deprivation of assets expenses

Costs and expenses of any *Insured Person* paid directly to provide the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any *Insured Person* during the *Period of Insurance*

1. schooling
2. housing
3. utilities
4. personal insurances

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

Loss

Costs and expenses of any claimant which an *Insured Person* becomes legally liable to pay and incurred with the *Insurer's* prior written agreement, to investigate or defend a *Claim* against any *Insured Person* and this will include

- a) *Defence Costs and Investigation Costs*
- b) awards of damages (including punitive and exemplary damages where legally allowed)
- c) pre and post judgement interest on a judgement or award covered by this section
- d) settlements

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

Policy Territories

Worldwide

Wrongful Act

Any actual or alleged act, error or omission carried out or attempted by an *Insured Person* during the performance of their duties but only in their role as *Your* director, officer or *Employed Person* including:

- 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) wrongful trading as defined under United Kingdom law
- f) breach of warranty or authority
- g) any other act, error or omission attempted or allegedly carried out or attempted by an *Insured Person* only because of their position as a trustee, director, officer or *Employed Person* of *Yours*.

You/Your

In addition to the *Policy* definition this will include:

- a) a *Subsidiary*, and any *Subsidiary* created or acquired during the *Period of Insurance* provided that the newly created or acquired *Subsidiary*:
 - i) is not registered in the United States of America; or

- ii) does not trade any of its securities on any United States of America exchange;

But only for a *Claim* against an *Insured Person* caused by a *Wrongful Act* carried out after the date of creation or acquisition.

- b) any pension or employee benefit scheme or trust fund of *Yours*.

Meanings which apply to the Employment practices section

These meanings apply within the Employment practices liability section of *Your Policy*.

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

Loss

Costs and expenses of any claimant which *You* or an *Insured Person* becomes legally liable to pay and incurred with the *Insurer's* prior written consent, to investigate or defend a *Claim* against *You* or any *Insured Person* and this will include:

- a) *Defence Costs and Investigation Costs*
- b) awards of damages (including punitive and exemplary damages where legally allowed)
- c) pre and post judgement interest on a judgement or award covered by this section
- d) settlements

But this will not include any civil, regulatory or criminal fines or penalties, salary or *Employment Related Benefits*.

Policy Territories

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

You/Your

In addition to the *Policy* definition this will include:

- a) a *Subsidiary*, and any *Subsidiary* created or acquired during the *Period of Insurance* provided that the newly created or acquired *Subsidiary* is not registered outside of the United Kingdom;

But only for a *Claim* against *You* or an *Insured Person* caused by a *Wrongful Act* carried out after the date of creation or acquisition.

- b) any pension or employee benefit scheme or trust fund of *Yours*.

Meanings which apply to the Charity, clubs and associations legal liability section

These meanings apply within the Charity, clubs and associations legal liability section of *Your Policy*.

If a word or phrase has a defined meaning it will be highlighted in italic print and will have the same meaning wherever it is used in the Charity, clubs and associations legal liability section.

Cyber liability claim

Loss which *You* are legally liable caused by *Your* electronic systems.

Identity Fraud

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

Loss

Costs and expenses of any *Claimant* which *You* become legally liable to pay and incurred with the *Insurer's* prior written agreement to investigate or defend a *Claim* against *You* and this will include:

- a) *Defence Costs and Investigation Costs*
- b) awards of damages (including punitive and exemplary damages where legally allowed)
- c) pre and post judgement interest on a judgement or award covered by this section
- d) settlements

But this will not include any civil, regulatory or criminal fines or penalties, taxes, salary or *Employment Related Benefits*.

Products

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

Policy Territories

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

Telephone Fraud

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

Third Party Fraud or Forgery

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

Wrongful Act

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

- a) breach of any duty, including fiduciary or statutory duty
- b) breach of trust
- c) negligence, negligent misstatement, misleading statement or negligent misrepresentation
- d) breach of warranty or authority
- e) civil liability.

You/Your

In addition to the *Policy* definition this will include:

- a) a *Subsidiary*, and any *Subsidiary* created or acquired during the *Period of Insurance* as long as the newly created or acquired *Subsidiary* is not registered outside of the United Kingdom;

But only for a *Claim* against *You* caused by a *Wrongful Act* carried out after the date of creation or acquisition.
- b) Any pension or employee benefit scheme or trust fund of *Yours*.

Additional definitions applicable to Legal pursuit extension

Confidentiality Clause

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

Date of Occurrence for Contract Disputes

The date of occurrence is when *You* or an *Insured Person* could reasonably be expected to become aware of the breach of contract.

Policy Territories

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

Aggregate Limit of Liability

The most the *Insurer* will pay in total in any one *Period of Insurance* in respect of all *Claims* made during the *Period of Insurance*.

Claim(s)

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

rradar

rradar Limited

13 Waterside Business Park

Livingstone Road, Hessle

HU13 0EG

Company registration number 07738271

Restrictive Covenant

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

- a) competing with *You*
- b) soliciting business from *Your* customers
- c) dealing with *Your* customers
- d) attempting to employ *Your* employees for a reasonable time after leaving *Your* employment.

Section 8

Complaints

How to make a complaint

Victor Insurance's aim is to ensure that all aspects of *Your* insurance are dealt with promptly, efficiently and fairly. At all times Victor Insurance is committed to providing *You* with the highest standard of service.

If *You* have any questions or concerns about *Your* policy or the handling of a *Claim* *You* should, in the first instance, contact Victor Insurance or the broker where applicable. In the event that *You* remain dissatisfied and wish to make a complaint, *You* can do so at any time. Making a complaint does not affect any of *Your* legal rights. Please contact:

Chief Underwriting Officer, Victor Insurance , 1 Tower Place West, Tower Place, London EC3R 5BU.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of our final decision letter.

You can also ask the Ombudsman to review your case if we have not provided you with a final decision within eight weeks of receiving your complaint.

The Ombudsman can help with most complaints if you are:

- A consumer
- A business employing fewer than ten persons that has an annual turnover or balance sheet that does not exceed 2 million
- A charity with a turnover or less than £1 million
- A trustee of a trust with a new asset value of less than £1 million

If you are unsure whether the Ombudsman will consider your complaint, or for more further information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.fos.org.uk.

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

FSCS

Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.



www.victorinsurance.co.uk

Victor Insurance is a trading name of Marsh Ltd.
Registered in England and Wales Number: 1507274,
Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU.
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