# RESIDENTS' ASSOCIATIONS

## DIRECTORS & OFFICERS LIABILITY SELECT POLICY WORDING

A-ONE INSURANCE GROUP

Chartered Insurers

Allianz

# CONTENTS


| | |
|---|---|
| Introduction | 1 |
| Insuring Clause | 2 |
| Policy Definitions | 3 |
| Policy Cover | 7 |
| Policy Extensions | 8 |
| Policy Exclusions | 11 |
| Policy Claims Conditions | 13 |
| Policy General Conditions | 16 |
| Complaints Procedure | 18 |
| Privacy Notice: How We Use Personal Information | 19 |


Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible

**Should you need further details or have any questions your insurance adviser will be delighted to help.**

**This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.**

# Introduction

Your Directors & Officers Policy is made up of several parts, which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy are:

- The Statement of Fact
- this Introduction; the Insuring Clause; the Policy Definitions; the Policy Exclusions and the Policy Conditions,
- the Schedule, which confirms the cover that is insured and includes any additional clauses applied to the Policy.

Any word or expression which is given a specific meaning under the Policy Definitions has the same meaning wherever it appears in the Policy, unless the context admits otherwise.

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

An Insured Person may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

# Insuring Clause

The Statement of Fact and any information supplied by or on behalf of the Insured forms the basis of this contract of insurance between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

Jonathan Dye
Chief Executive

# Policy Definitions

## Change of Control

a The Policyholder's merger with or consolidation into any other company;

b a management buy out;

c the sale of all or the majority of the Policyholder's assets to any person or company acting alone or in concert; or

d any person or company acting alone or in concert:

i acquiring ownership or control or assuming control pursuant to written agreement with other shareholders of more than 50% of the voting rights in the Policyholder and/or more than 50% of the outstanding Securities representing the present right to vote for the election of the board of directors of the Policyholder and/or assuming the right to appoint or remove the majority of the board of directors (or equivalent position) of the Policyholder;

or

ii acquiring the right to receive 50% or more of the income of the Policyholder on a distribution by a company of all its income or a majority of its assets on a winding-up.

## Claim

The earliest of any:

a written demand against an Insured Person for a Wrongful Act;

b civil or criminal proceedings (including but not limited to any Manslaughter Allegation or Extradition Proceedings) against an Insured Person for a Wrongful Act; or

c formal administrative proceedings or Investigation concerning the Wrongful Act of an Insured Person.

d self report to a governmental, regulatory or judicial agency of a possible breach of legal or regulatory duty by an Insured Person

## Company

The Policyholder or any Subsidiary thereof.

## Corporate Manslaughter

The prosecution of the Company under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment or re-enactment.

## Crisis Communication Consultant

Any one of the following panel companies:

a Hill and Knowlton;

b CNC; or

c Brunswick

which is selected and appointed by the Policyholder.

Alternatively, the Policyholder may, with the prior written consent of the Insurer, select and appoint any other company.

## Deductible

The amount specified as such in the Schedule

## Defence Costs

a All reasonable fees, costs and legal expenses (including disbursements) incurred by or on behalf of the Insured Person in the investigation, defence or settlement of the Claim and appeal thereof; either

i with the prior written consent of the Insurer; or

ii where it has not been practicable to obtain the prior written consent of the Insurer, such costs may be incurred up to a maximum aggregate amount of 10% of the Limit of Liability (being part of and not in addition to the Limit of Liability) provided that such costs are incurred reasonably and necessarily;

b the reasonable premium for a financial instrument (including but not limited to a bond), but not collateral for the instrument, that guarantees for a period not exceeding 12 months the Insured Person's contingent obligation for a specified amount if required by a Court;

c all costs, incurred by or on behalf of the Insured Person with the Insurer's prior written consent, of obtaining separate legal advice on their involvement or implication in any internal or external investigation concerning, or proceedings against the Company for, Corporate Manslaughter.

Defence Costs shall not include remuneration, time, expenses or any other associated benefit or overhead of any Insured Person and/or any Company.

## Discovery Period

The period (as set out in the Discovery Period Extension) commencing immediately after the expiry date of the Period of Insurance, during which written notice may be given to the Insurer of a Claim first made during such period or the Period of Insurance for a Wrongful Act that occurred prior to the expiry date of the Period of Insurance.

## Employment Practice Wrongful Act

Any actual or alleged: violation of employment law or regulation or any other legal provision relating to the past, present or future employment of an individual with the Company.

## Extradition Proceedings

Proceedings against the Insured Person following a request for deportation, extradition or arrest warrant (including an appeal or separate proceedings to overturn an extradition order).

## Financial Institution

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stock broker, investment trust, asset management company, fund manager, or any entity established principally for the purposes of carrying on commodities, futures or foreign exchange trading, financial services or any other similar entity.

## Insured Person

Any natural person who was, is or during the Period of Insurance becomes:

a trustee or committee member of the Company;

b director, officer or de facto director of any Company;

c any Outside Entity Committee Member, Trustee or Director following the exhaustion of any:

i indemnification provided by the Outside Entity; and

ii other collectible directors and officers or management liability cover issued to the Outside Entity

that protects the Outside Entity Committee Member, Trustee or Director;

d an employee of any Company whilst acting in a managerial or supervisory capacity for the Company;

e an employee of any Company to the extent that the employee is:

i named as a defendant in connection with an Employment Practice Wrongful Act;

ii joined as a party to any action against any person defined in a) to d) above.

Insured Person shall also include:

f the lawful spouse or civil partner (as defined in the Civil Partnership Act 2004 or any re-enactment thereof or the equivalent legislation in any other jurisdiction) of any person set out in a) to e) arising out of a Wrongful Act of such person and where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or civil partner; and

g legal representatives, heirs, assigns or estates of any person set out in a) to e) above in the event of their death, incapacity, insolvency or bankruptcy where recovery is sought solely because of a Wrongful Act of such person.

Insured Person shall not include insolvency practitioners or external auditors.

## Insurer

Allianz Insurance plc.

## Investigation

a Any formal or official hearing, investigation or inquiry by a governmental, regulatory or judicial agency into the affairs of a Company, an Outside Entity or an Insured Person in their capacity as such, if an Insured Person receives written documentation during the Period of Insurance or Discovery Period:

i that legally requires such Insured Person to attend such hearing, investigation or inquiry; or

ii in which the Insured Person is identified by an investigating authority as a subject of such hearing, investigation or inquiry; or

b Any raid on or on-site visit by a governmental, regulatory or judicial agency, which first occurs during the Period of Insurance involving the production, review, copying or confiscation of records, or the interview of any Insured Person.

An Investigation shall be deemed to be first made when the Insured Person is first so required or identified.

Investigation shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a Company, Outside Entity or Insured Person in their capacity as such.

## Investigation Costs

All reasonable fees, costs and legal expenses (except remuneration, time, expenses or any other associated benefit or overhead of any Insured Person and/or the costs or overheads of any Company) incurred by or on behalf of an Insured Person to protect their interests with the Insurer's prior written consent which shall not be unreasonably withheld or delayed.

## Limit of Liability

The amount specified as such in the Schedule.

## Loss

Any:

a Amounts which the Insured Person is legally liable to pay for a Wrongful Act (including settlements, awards of damages, awards of punitive and exemplary damages, pre and post-judgment interest on a covered judgment or award, or awards of costs).

b Defence Costs incurred as a result of a Claim for a Wrongful Act.

Enforceability of payment for punitive, exemplary and the multiplied portion of multiple damages shall be governed by the applicable law that most favours coverage for such damages.

Loss
Shall not include:

a criminal fines and criminal penalties;

b remuneration or employment related benefits;

c any sum pursuant to a financial support direction or contribution notice by the Pensions Regulator;

d taxes other than to the extent that personal liability of a director under Cover A for non-payment of corporate taxes is established by law in the jurisdiction in which the Claim is made and such liability constitutes Non-Indemnifiable Loss;

e any amounts which may be deemed uninsurable under the law applicable to this Policy or in the jurisdiction in which the Claim is brought other than in respect of amounts which are punitive, exemplary or the multiplied portion of multiple damages as specified above;

f punitive or exemplary damages awarded for an Employment Practice Wrongful Act.

## Manslaughter Allegation

Proceedings against an Insured Person for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health and Safety at Work Act 1974 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

## Non-Indemnifiable Loss

Loss in respect of which a Company is not able to indemnify an Insured Person due to legal or regulatory prohibition under any statutory law, codified law or common law; or in respect of which a Company is unable to indemnify due to insolvency.

## Outside Entity

Any association, club, society, not for profit organisation or entity other than:

a a Company;

b an organisation, association or company that has a level II or III American Depositary Receipt Programme or is directly listed on an exchange in the United States of America;

c a financial institution including any bank, clearing house, depository institution, investment firm, investment advisor, investment manager, investment fund, stock broker, mortgage broker, credit institute, asset manager, private equity or venture capital company, insurance company or similar company

unless added by endorsement issued by the Insurer.

## Outside Entity Committee Member, Trustee or Director

An employee, director, officer, trustee, committee member, governor or equivalent of a Company who, at the specific request of that Company, holds the position of director, officer, trustee, committee member, governor or equivalent of an Outside Entity.

## Past Insured Person

An Insured Person who has retired from or voluntarily ceased to hold such office prior to the expiry date of the Period of Insurance other than a disqualified individual or where directly related to a Change of Control.

## Period of Insurance

Period from the effective date to the renewal date as shown in the Schedule.

## Policy

Document as described in the Introduction.

## Policyholder

The association, club, society, not for profit organisation or entity specified as "The Insured" in the Schedule.

## Post-claim Reputational Costs

All reasonable fees, costs and expenses for the professional advice of a Crisis Communication Consultant incurred by an Insured Person to mitigate the adverse effect on that Insured Person's reputation from a covered Claim first made during the Period of Insurance or the Discovery Period, if applicable, for a Wrongful Act, by disseminating findings made in a final judicial disposition of that claim in the Insured Person's favour.

## Prior/Pending Litigation Date

The date specified as such in the Schedule.

## Related Claim

Any and all Claims and/or Investigations (whether made or commenced before, during or after the Period of Insurance) arising out of, based upon or attributable to the same source or cause.

## Reputational Crisis Costs

All reasonable fees, costs and expenses for the professional advice of a Crisis Communication Consultant incurred by an Insured Person to mitigate the adverse effect on that Insured Person's reputation directly in connection with any circumstance that could reasonably lead to a covered Claim against an Insured Person for a Wrongful Act, and any Claim or any Extradition Proceedings brought against such Insured Person.

## Schedule

The part of this Policy which states the Period of Insurance, the amount of premium payable and the details of the cover provided.

## Securities

Any financial or investment instrument issued by a Company which denotes an ownership interest and provides evidence of a debt, a right to share in the earnings of such company, or a right in the distribution of a property.

## Subsidiary

Any entity or joint venture where the Policyholder controls either directly or indirectly through one or more other entities on or before the inception date of this Policy either; the composition of the board of directors or more than half of shareholder voting power or share capital.

The Insurer shall only be liable for Loss in respect of a Wrongful Act whilst such entity or joint venture is a Subsidiary.

## United States of America

The United States of America its territories and possessions and/or any state or political subdivision thereof.

## Wrongful Act

Any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority, breach of fiduciary duty, Employment Practice Wrongful Act or any other act, including:

a with respect to shareholder derivative actions only, any proposed act;

b any violation of the Companies Act 2006 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction); and

c any violation of the Bribery Act 2010 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction)

by the Insured Person acting in their capacity as such or any matter claimed against the Insured Person solely because of such capacity.

# Policy Cover

The cover under this Policy is afforded solely with respect to any Claim first made during the Period of Insurance (or Discovery Period, if applicable) and notified to the Insurer in accordance with the Claim Notification Condition.

## A Directors & Officers Cover

The Insurer shall pay to or on behalf of an Insured Person any Loss resulting from a Claim.

## B Company Reimbursement Cover

The Insurer shall pay to or on behalf of a Company any Loss resulting from a Claim to the extent that such Company has indemnified or agreed to indemnify an Insured Person in respect of such Loss.

## C Investigation Additional Cover

The Insurer shall pay to or on behalf of an Insured Person (or a Company to the extent that such Company has indemnified an Insured Person) any Investigation Costs arising out of the Insured Person's preparation for or attendance at the hearing of an Investigation prior to the identification of a Wrongful Act.

## Limit of Liability

The Limit of Liability is the total amount payable by the Insurer in respect of all Loss and Investigation Costs arising from any Related Claim during the Period of Insurance and Discovery Period covered by the provisions of this Policy for all insurance covers and extensions under which such Claim may be made. The Insurer shall have no liability in excess of the Limit of Liability regardless of the number of Related Claims for indemnity under this Policy and/or the number of Insured Person's who may claim and/or the number of Covers under which such Related Claims may be made.

The Limit of Liability shall apply in excess of any applicable Deductible(s).

# Policy Extensions

The following extensions to the Cover are afforded solely with respect to any Claim first made during the Period of Insurance (or Discovery Period, if applicable) and notified to the Insurer in accordance with the Claim Notification Condition, and are also subject to the general Limits, Conditions and Exclusions of this Policy.

## 1. Discovery Period

In the event that this Policy is neither renewed nor replaced with directors and officers or management liability cover, then the Policyholder shall have the right to a Discovery Period of:

a 90 days automatically and at no additional premium; or

b 12 months at an additional premium of 50% of the full annual premium applicable at the expiry date of this Policy; or

c 36 months at an additional premium of 100% of the full annual premium applicable at the expiry date of this Policy,

provided that the Policyholder gives the Insurer written notice of the election of the Discovery Period and pays the additional premium required to the Insurer within 30 days of the expiry date of the Period of Insurance.

There shall be no right to a Discovery Period in the event of a Change of Control or where the Insurer has declined to renew this Policy due to non-payment of premium.

While this Policy does not offer the right to a Discovery Period if there is a Change of Control, the Insurer may, at its sole discretion, quote for a run-off Discovery Period of up to 72 months upon the written request of the Policyholder. In considering such request, the Insurer shall be entitled to underwrite the exposure and to extend an offer on whatever terms, conditions and limitations the Insurer deems appropriate.

## 2. Past Insured Person

The Insurer shall pay to or on behalf of a Past Insured Person:

a any Loss arising from any Claim first made against such Past Insured Person following the expiry date of the Period of Insurance for a Wrongful Act committed before the date that they voluntarily relinquished such position; or

b any Investigation Costs in connection with any Investigation first made against such Past Insured Person following the expiry date of the Period of Insurance, provided such matters are notified to the Insurer as soon as practicable and provided that this Policy is not renewed or replaced with any other policy affording directors and officers or management liability cover to such Past Insured Person.

## 3. Reputational Crisis Costs

If during the Period of Insurance the Policyholder or an Insured Person first becomes aware of:

a a Claim for a Wrongful Act; or

b circumstances which are reasonably expected to give rise to a Claim for a Wrongful Act;

then provided that written notice is given of such matters in accordance with terms and conditions of this Policy, the Insurer will pay Reputational Crisis Costs and Post-claim Reputational Crisis Costs.

It is a condition of the Insured Persons' right to recover such amounts hereunder that written notice must be given to the Insurer within 3 working days after the appointment of the selected Crisis Communication Consultant.

Cover under this Extension is limited to £5,000 per circumstance or where more than one Insured Person is named in the Claim or circumstance, £5,000 per Insured Person.

However, in no event shall the cover under this Extension exceed £50,000 in the aggregate during the Period of Insurance, such amount being part of the Limit of Liability.

Crisis Communication Consultant panel companies (and not the Insurer) will during the Period of Insurance, upon receipt of a written request from the Policyholder, offer at no additional charge:

i one private crisis communication briefing session for the benefit of directors, executive officers and invited employees of the Policyholder.

ii a written manual covering core crisis communication issues.

The services of a Crisis Communication Consultant referred to in this Extension are provided to an Insured Person by the Crisis Communication Consultant directly, as its client, without the supervision of the Insurer. Accordingly the Insurer cannot and does not make any warranties, guaranties or representations with respect to any such services or any failure to provide the same; and the Insurer shall have no liability for acts, errors or omissions of any Crisis Communication Consultant or otherwise for damages from the use of, or inability to use any such services.

## 4. Identity Fraud Investigation Costs

If parties other than any employee or person with the authorization of the Company enter into agreements with any third party organization fraudulently representing themselves as the Company then the Insurer will pay any reasonable and necessary fees, costs and expenses incurred by the Company in establishing that such fraudulent misrepresentation has occurred should the third party organization seek to enforce such agreements against the Company.

The Insurer's total liability under this extension is £50,000.

## 5. Court Attendance Costs

The Insurer will pay to the Company £150 per Insured Person for each day (or part thereof) any such Insured Person is required to attend court or an Investigation in connection with a Claim for which there is cover under this policy.

Total liability under this extension of cover in respect of all Insured Persons is £10,000.

## 6. Company Entity Cover – Cover D

The following Cover is added to this Policy where specified in the Schedule as being "Insured"

### Cover

### D Company Entity Cover

i The Insurer will pay to or on behalf of the Company all Loss resulting from a Claim against the Company.

ii The Insurer will pay to or on behalf of the Company all Investigation Costs in respect of an Investigation under the Health and Safety at Work Act 1974.

iii The Insurer will pay to or on behalf of the Company all Investigation Costs in respect of an Investigation under the Corporate Manslaughter and Corporate Homicide Act 2007. Provided that:

a the aggregate liability of the Insurer under this Cover D for the Period of Insurance and Discovery Period in respect of all Loss and Investigation Costs covered by the provisions of this Cover D regardless of the number of claims for indemnity under this Cover D and/or the number of entities who may claim shall not exceed a sub-limit of £500,000 or 50% of the Limit of Liability (such sub-limit being part of and not payable in addition to the Limit of Liability) whichever is the lower

b a Deductible of £5,000 will apply in respect of each and every Claim under this Cover D, provided always that this Deductible will not apply to any Claim which is successfully defended

## Definitions

The following Definition is amended for the purpose of Cover D only:

Insured Person shall include the Company.

The following Definition is added to this Policy for the purpose of Cover D only:

### Pollutants

Any substance, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant including but not limited to asbestos or asbestos products, mycota or by-products, lead or lead containing products, smoke, vapours, dust, fibres, mould, spores, fungui, germs, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed nuclear materials.

The following Definition is deleted and replaced by the following for the purpose of Cover D only:

### Wrongful Act

Any actual or alleged misstatement, misleading statement, error, omission, negligence, breach of trust or breach of duty by the Company, but not including any Employment Practice Wrongful Act.

## Exclusions

The following Exclusions are added to the Exclusions of this Policy for the purposes of Cover D only:

The Insurer shall not be liable for any Loss or any Investigation Costs:

### 1. Company Entity Cover – Patent Copyright

arising out of, based upon, or attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.

## 2. Company Entity Cover – Contractual Liability

arising out of, based upon, or attributable to any actual or alleged contractual liability assumed by the Company under any contract or agreement; provided that this Exclusion shall not apply to Defence Costs for a Claim brought against the Company.

## 3. Company Entity Cover – Pollutants

arising out of, based upon, or attributable to Pollutants; provided that this Exclusion shall not apply to:

any Claim against the Company instigated by any shareholder or group of shareholders of the Company directly or in the name of the Company without the solicitation, voluntary assistance or participation of any Insured Person.

This exclusion shall not apply to Defence Costs up to a sublimit of £100,000.

## 4. Company Entity Cover – Claims

arising out of, based upon, or attributable to any Claim brought or maintained by or on behalf of any Company.

## 5. Company Entity Cover – Employment Practice Wrongful Act

arising out of, based upon, or attributable to any Claim against the Company for an Employment Practice Wrongful Act.

## 6. Company Entity Cover – Tax Obligations

arising out of, based upon, or attributable to any Claim against the Company for direct or indirect tax obligations of any kind.

The following Exclusions shall apply to Cover D i) only:

## 7. Company Entity Cover – Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This exclusion shall not apply to Defence Costs up to a sublimit of £100,000.

# Policy Exclusions

The Insurer shall not be liable for any Loss or any Investigation Costs:

## 1. Behaviour

arising out of, based upon or attributable to:

a the committing of a dishonest or a fraudulent act; or

b the Insured Person gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This Exclusion shall only apply to an Insured Person if such behaviour is established by:

i a final decision of a court, tribunal or regulator in the underlying proceedings; or

ii written admission of the Insured Person.

## 2. Prior Claims/Circumstances

arising out of, based upon or attributable to:

a any Claim, Investigation first made or commenced prior to the inception date of this Policy including any Related Claim thereto irrespective of when it arises; or

b circumstances which have been notified under any other policy or certificate of insurance providing management liability cover and which attaches prior to the inception date of this Policy.

## 3. Prior and Pending Litigation

arising out of, based upon, or attributable to:

a any legal or arbitral proceeding involving any Company or Outside Entity or any Insured Person initiated prior to, or pending at the Prior/Pending Litigation Date; or

b any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts, or that has the same source or cause as the matters alleged in such litigation;

regardless of the legal theory upon which the Claim against the Insured Person is predicated.

## 4. Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This Exclusion shall not apply to:

a Defence Costs of any Insured Person who is a natural person; or

b mental anguish or emotional distress or disturbance in respect of an Employment Practice Wrongful Act.

## 5. Professional Services

in connection with any Claim alleging, arising out of, based upon or attributable to the Company or an Insured Person's performance of or the failure to perform professional services for others, or any act, error or omission relating thereto.

This Exclusion shall not apply to functions carried out by the Policyholder in their capacity as Residents' Associations, Residential Limited Management Companies and Right To Manage Companies, including but not limited to:

a Collecting service charge

b Arranging insurance

c Managing building maintenance including gardens

d Assist in disputes between residents

e Filing HMRC returns

f Ensure compliance with statutory requirements

g Attend AGM, vote in and out of directors, officers and secretaries

## 6. USA/Canada

any Claim instituted or pursued:

a in the United States of America, or Canada including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise

b in which it is contended that the laws of the United States of America, or Canada should or do apply

c which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, or Canada

## 7. Insured vs. Insured

arising out of, based upon or attributable to any Claim brought or maintained by, on behalf of or at the instigation of any Company, Insured Person, Outside Entity or any of their respective directors or officers.

This Exclusion shall not apply to an Acknowledged Insured vs. Insured Claim or Defence Costs.

## 8. Cyber Event

arising out of, based upon or attributable to any Cyber Event

For the purposes of this Exclusion

Cyber Event means any actual, alleged or suspected:

a Damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorised or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the Insured, an independent contractor or an outsourced service provider of the Insured Company; and/or

b Unauthorised access to or use of any personal information, personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the Insured, an independent contractor or an outsourced service provider of the Insured Company; and/or

c Non-physical and technological failure of the Company's Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the Insured Company's business caused by such event(s); and/or

d Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the Company's Computer System. This includes, but is not limited to, any interruption of the Insured Company's business caused by such event(s); and/or

e Interruption of the Insured Company's business caused by an accidental, unintentional or negligent act, error or omission of the Insured person in the operation or maintenance of the Company's Computer System whichcauses total or partial unavailability of the Company's Computer System; and/or

f Breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (A) and (C) of Cyber Event definition, data includes but is not limited to personal information, personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the Insured Company or its outsource service provider(s) for the purpose of storing and processing the Insured Company's electronic data or software.

# Policy Claims Conditions

## 1. Circumstances

If during the Period of Insurance an Insured Person first becomes aware of circumstances which are reasonably expected to give rise to a Claim under this Policy, then the Policyholder or any Insured Person may give notice thereof to the Insurer in the manner and at the address identified in the Claim Notification Condition below. In order for such notice to be effective, the notification of the circumstances must be made in writing, given during the Period of Insurance and include at least the following:

a a statement that it is intended to serve as notice of circumstances of which an Insured Person has become aware which are reasonably expected to give rise to a Claim;

b the reasons for expecting such Claim (including full particulars as to the nature and date of the possible Wrongful Act);

c the identity of any potential claimant;

d the identity of any Insured Person involved in such circumstances; and

e the date on, and manner in which, the Insured Person first became aware of such circumstances.

If during the Period of Insurance circumstances are notified in accordance with the requirements of this Condition, then any later Claim arising out of, based upon or attributable to such notified circumstances shall be accepted by the Insurer as having been made at the same time as the circumstances were first notified to the Insurer.

There shall be no cover under this Policy with respect to any such Claim or Related Claim where the circumstances have not been notified in accordance with this Condition.

## 2. Claim Notification

The Policyholder or any Insured Person shall give written notice to the Insurer of any Claim first made against an Insured Person or any Investigation or first made during the Period of Insurance (or Discovery Period, if applicable) as soon as reasonably practicable during the Period of Insurance (or Discovery Period, if applicable). In the event that it has not been practicable for the Policyholder or the Insured Person to give notice during the Period of Insurance (or Discovery Period, if applicable), then written notice may be given within 90 days of the expiry date of the Period of Insurance (or Discovery Period, if applicable). Such notice shall be deemed to have been given during the Period of Insurance.

There shall be no cover under this Policy with respect to any Claim which has not been notified in accordance with this Condition.

All notifications must be in writing to:

Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

or by telephone to 0344 893 9500 (lines are open 9am to 5pm Monday to Friday)

## 3. Defence and Settlement

It shall be the duty of each Insured Person to defend any Claim made against it. The Insurer shall be entitled to participate fully in the investigation, defence and negotiation of any settlement of any Claim that involves or appears reasonably likely to involve the Insurer. In respect of any Claim brought or maintained by, on behalf of or at the instigation of any Company, Insured Person, Outside Entity or any of their respective directors or officers other than an Acknowledged Insured vs. Insured Claim, the Insurer shall have the right (but not the duty) to control the investigation, defence and negotiation of any settlement of such Claim.

Other than as provided in Definitions Defence Costs a) ii), no Defence Costs shall be incurred without the prior written consent of the Insurer. Such consent shall not be unreasonably withheld or delayed.

The Insurer shall pay covered Defence Costs to or on behalf of the Insured Person on an as incurred basis prior to final disposition or adjudication of the Claim upon receipt of sufficiently detailed invoices. However, any such payments made by the Insurer which are subsequently determined not to be covered by this Policy shall be returned by the Policyholder or Insured Person to the Insurer on demand and the Policyholder shall also be jointly and severally liable with the Insured Person to make such payment to the Insurer except in the case of Non-indemnifiable Loss.

The Insured Person shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The Insured Person shall not admit liability for or settle or attempt to settle any Claim without the prior written consent of the Insurer. Such consent shall not be unreasonably withheld or delayed.

The Insured Person shall at its own cost and in a timely fashion provide to the Insurer all information and assistance as the Insurer may reasonably require.

## 4. Related Claims

If during the Period of Insurance (or any applicable Discovery Period) a Claim or Investigation is notified in accordance with the requirements of this Policy, then any Related Claim made after expiry of the Period of Insurance (or the applicable Discovery Period) shall be accepted by the Insurer as having been:

a made at the same time as such notified Claim, or Investigation was first made; and

b notified at the same time as such notified Claim, or Investigation was first notified to the Insurer.

All Related Claims shall be deemed to be one single matter and deemed to be made at the same time as the first of such Related Claims was made or is deemed to have been made.

## 5. Dispute Resolution

Where, following receipt by the Insurer of all information reasonably required to provide such decision:

a a final decision has been given by the Insurer regarding any aspect of this Policy or any matter relating to cover hereunder;

b that decision is disputed between the Insurer and an Insured Person; and

c such dispute cannot be resolved within 14 days of the date on which such decision is communicated to the Insured Person or its insurance broker, the dispute shall be referred to arbitration by either party under The Insurance & Reinsurance Arbitration Society ("A.R.I.A.S (UK)") Arbitration Rules (save as set out below).

The Arbitration Tribunal (the "Tribunal") shall consist of three arbitrators, one to be appointed by an insured party involved in the arbitration, one to be appointed by the Insurer and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then, upon application, A.R.I.A.S (UK) shall appoint an arbitrator to fill the vacancy. At any time prior to such an appointment by A.R.I.A.S (UK) the party or arbitrators in default may make such appointment.

The Tribunal may at its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The seat of arbitration shall be London, England and the law governing the arbitration shall be the law of England & Wales.

## 6. Allocation

If an Insured Person incurs any Loss arising out of a Claim or any Investigation Costs in connection with an Investigation that includes both covered and non-covered matters or that is made against both covered and non-covered parties, then the Insured Person and the Insurer shall use their best efforts to agree upon a fair and proper allocation of the proportion of the Loss or Investigation Costs covered hereunder, having regard to the relative legal and financial exposures.

If an allocation cannot be agreed between the Insured Person and the Insurer, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by a Queens Counsel to be mutually agreed upon, or in default of agreement to be nominated by the Chairperson of the Bar Council. Such Queens Counsel shall act as an expert and not an arbitrator and their determination shall be based upon the written submissions of the parties and shall be final and binding on the parties. There shall be no obligation on the Queens Counsel to provide reasons unless specifically requested by the Insured Person or the Insurer.

The costs of any reference to expert determination under this Condition shall be borne equally by both the Insured Person seeking the determination and the Insurer.

## 7. Priority of Payment of Claims

If the Insurer is liable to make any payment for Loss or Investigation Costs covered under this Policy, then at the time that such payment is due the Insurer will (subject always to the Limit of Liability):

a first, seek to agree with the Insured Person and/or Company entitled to such payment to pay any Loss and Investigation Costs for which cover is provided to a natural Insured Person;

b thereafter, where Loss or Investigation Costs remain for which cover is provided to a Company, the Insurer may request the Policyholder to elect in writing:

i to stipulate the order and the amounts in which such Loss or Investigation Costs are to be discharged; or

ii to receive such balance to be held on behalf of any Company who has incurred such Loss or Investigation Costs.

In the event that no such agreement can be reached, the Insurer shall make payments as they fall due under this Policy without regard to this Condition. In the event that the Company becomes insolvent, this Condition shall not relieve the Insurer of the obligation to seek to agree to prioritise payment of Loss or Investigation Costs under this Policy.

Subject to the Limit of Liability, payment pursuant to this Priority of Payment of Claims Condition shall fully discharge the Insurer from its obligations under this Policy.

## 8. Subrogation

In the event of a payment under this Policy, the Insurer shall be subrogated to all applicable rights of recovery of the Policyholder and any Insured Person in respect of such payment. In addition, the Policyholder and Insured Person shall execute all and any documentation and undertake any action necessary to enable the Insurer to bring a recovery action or suit (at the Insurer's option) in the name of the Insurer or (as applicable), the Policyholder or Insured Person. Any recovery received shall first be applied against any payment made by the Insurer with any balance remaining thereafter being remitted to or retained by the Policyholder or Insured Person.

The Insurer shall not exercise any right of subrogation against an Insured Person unless it is established that such Insured Person has committed a deliberate criminal act or obtained any profit or advantage to which such Insured Person was not legally entitled in accordance with Exclusion 1.

# Policy General Conditions

## 1. Severability

For the purposes of determining the availability of coverage under this Policy (including the application of any Exclusion), no fact pertaining to, knowledge possessed by, or conduct of one Insured Person shall be imputed to any other Insured Person.

## 2. Non-Avoidance

The Insurer shall not avoid this Policy or any severable part of the Policy or exercise any other legal remedy on the grounds of misrepresentation or non-disclosure, save in the case of fraudulent misrepresentation or fraudulent non-disclosure.

If there has been fraudulent misrepresentation or fraudulent non-disclosure, then the Insurer shall be entitled to avoid this Policy ab initio with respect to:

a an Insured Person who has fraudulently misrepresented or fraudulently non-disclosed material information prior to the conclusion of this contract; or

b cover for the Company under Cover B, Cover C and Cover D (where operative) where the fraudulent misrepresentation or fraudulent non-disclosure was made by the chief executive officer and/or the chief financial officer and/or the chief operating officer and/or the chief risk officer or equivalent position of that Company or of the Policyholder.

## 3. Change of Control

The Insurer shall not be liable for any Loss or any Investigation Costs arising out of, based upon or attributable to a Wrongful Act committed after a Change of Control or in respect of any Company when an administrator, liquidator or receiver (or the equivalent in any jurisdiction) is appointed to such Company.

If during the Period of Insurance, in respect of any insured limited liability partnership:

a the number of members of the limited liability partnership becomes reduced to 50% or less of the number of members of the limited liability partnership at the start of the Period of Insurance, or

b the number of members of the limited liability partnership at the start of the Period of Insurance is 10 or more and, during the Period of Insurance, that number becomes increased by 100% or more

the limited liability partnership must give written notice of that reduction or increase, and such information as the Insurer may require, to the Insurer within 90 days following the time when that reduction or increase is reached. The Insurer shall have the right to amend the terms of this cover, including charging an additional premium and including terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs.

## 4. Acquisition, Creation or Disposal of Another Company

The Insurer will automatically extend the indemnity available under this policy where the Company establishes or acquires a new Subsidiary during the Period of Insurance, provided that the newly established or acquired Subsidiary:

a is registered and domiciled in the United Kingdom

b is not quoted on any stock exchange, and

c does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage, as set out above, the Company must:

a give the Insurer written notice of any such events as soon as practicable, together with such additional information as the Insurer may require, and

b accept any notified alteration to the terms of this policy, and

c pay any additional premium required by the Insurer.

Unless otherwise agreed, the Insurer will only provide indemnity for Loss in respect of a Wrongful Act committed after the date the new or additional Subsidiary was established or acquired by the Company.

In the event of the liquidation or sale of a Subsidiary during the Period of Insurance, the Insurer will continue to provide an indemnity for Loss in respect of such a Subsidiary, but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

## 5. Liquidation

In the event of the Company's liquidation, this policy shall remain in force until the expiry date of the Period of Insurance where the full premium for the policy has been paid. The Insurer will continue to provide indemnity but only in respect of any Claim or other covered Loss which is the

result of a Wrongful Act committed prior to the date of liquidation. Where the premium is paid by instalments and any amounts remain unpaid at the date of liquidation, then all cover under this policy will cease with effect from the date of liquidation.

The date of liquidation will be deemed to be the date on which

a resolution for voluntary liquidation is passed by the Company, or

b a petition for compulsory liquidation is presented to the relevant authority.

## 6. Assignment

This Policy and any rights under or in respect of it cannot be assigned by the Policyholder or any Insured Person without the prior written consent of the Insurer and any assignment in breach of this Condition shall be null and void.

## 7. Governing Law and Jurisdiction

This Policy shall be governed by the laws of, and subject to the exclusive jurisdiction of the Courts of England and Wales.

## 8. Contracts (Rights of Third Parties) Act 1999

This Policy is not intended to confer any directly enforceable benefit upon any third party other than a Company or an Insured Person and no other third parties shall acquire any rights in relation to this Policy under the Contracts (Rights of Third Parties) Act 1999, or any re-enactment thereof, to enforce any term of this contract or otherwise.

## 9. Plurals, Headings and Titles

The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

## 10. Deductible

A Deductible shall apply with respect to each and every Claim other than for Non-indemnifiable Loss.

In the event that the Policyholder and/or the relevant Subsidiary does not indemnify an Insured Person, the Insurer shall advance the Loss covered by the provisions of this Policy to such Insured Person. However, any applicable Deductible shall then become immediately payable by the Policyholder and/or the Subsidiary to the Insurer.

## 11. Other Insurance

Unless otherwise required by law, cover under this Policy is provided only as excess over any other valid and collectible insurance, unless such insurance is written as specific excess insurance over the Limit of Liability.

Other insurance shall be regarded as valid and collectible if there is an entitlement to indemnity thereunder in respect of Loss covered under this Policy, or if there would be such an entitlement to indemnity but for the existence of this Policy and/or but for any provision in such other policy to the same or similar effect as General Condition 9 of this Policy.

## 12. Sanctions

This Policy does not provide any cover or benefit for any business or activity to the extent that:

i such cover or benefit and/or

ii such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade santion law or regulations.

## 13. Administration

The Policyholder shall act on behalf of itself and each and every Subsidiary and each and every Insured Person with respect to:

a Claim notifications;

b the necessary notifications regarding any new Subsidiary;

c the payment of the premium and any additional premiums and the receipt of return premiums that may become due under this Policy;

d the receipt and acceptance of any endorsements issued by the Insurer to form part of this Policy; and

e the exercising or declining of any right to a Discovery Period.

# Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: acccsm@allianz.co.uk

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

# Privacy Notice: How We Use Personal Information

## Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

## 1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

## 2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

**Anyone whose personal information we hold has the right to object to us using it.**

**They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.**

## 3 Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

## 4 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

## 5 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

## 6 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details - https://www.allianz.co.uk/cookie-policy.html

## 7 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, ---vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

## 8 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 9 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

## 10 Know your rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- The right to object – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- The right of access– individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- The right of rectification – individuals can ask us to update or correct their personal information to ensure its accuracy
- The right to be forgotten – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- The right of restriction – individuals can ask us to restrict the processing of their personal information in certain circumstances
- The right to data portability – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- The right to withdraw consent – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- The right to make a complaint – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: 0208 231 3992
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz,
57 Ladymead, Guildford, Surrey GU1 1DB

## 11 Allianz (UK) Group Data Protection Officer contact details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford, Surrey GU1 1DB

## 12 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk

## 13 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at https://www.allianz.com/en/privacy-statement.html

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/ or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

i to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and

ii to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

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Fowler Penfold Property and A-One Property Insurance Services are trading names of A-One Insurance Services (Bmth) Ltd. A-One Insurance services (Bmth) Ltd is authorised and regulated by the Financial Conduct Authority, registration number 307536.

**allianz.co.uk**

Allianz Insurance plc.
Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.

ACOM6514_7 02.21

Allianz

FOWLER PENFOLD
INSURANCE BROKERS

24/10/2025
Client Ref No. SC-10779-93543
Invoice No. EKC84BB

Energy House, Crow Arch Lane
Industrial Estate, Crow Arch Lane,
Ringwood, Hampshire, BH24 1PD

Park Apartments Swindon Limited
8 Lamora Cl
Nine Elms, Middleleaze
Swindon
Wiltshire
SN5 5TJ

# Invoice

ALLIANZ - Policy No SP/24387446 - Directors & Officers Policy

Effective Date
15/11/2025

| | |
|---|---|
| Insurance Premium (Standard Rate IPT) | £121.09 |
| IPT @ 12% | £14.53 |
| Arrangement Fee | £60.00 |
| **Total to be paid** | **£195.62** |
| Payments Received | £0.00 |
| **Balance due** | **£195.62** |

**Please ensure your payment is made within 14 days of your effective date.**
**We regret we are unable to continue cover without full payment.**

**Bacs payments can be sent to Barclays Sort Code: 20-11-39 Account No: 83983609**

Please make your remittance payable to 'A-One Insurance Services (Bmth) Ltd'

# Directors and Officers Liability – Residents Associations Insurance Schedule

**Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.**

**Policy Number:** SP/24387446

**Account Number:** Renewal

**The Insured:** Park Apartments Swindon Limited

**Address:** Flat E,1 William Street,Swindon,Swindon, SN1 5LD

**Annual Premium:** £121.09

**Insurance Premium Tax:** £14.53

**Total Annual Premium:** £135.62

**Effective Date**: 15/11/2025 **Renewal Date:** 15/11/2026

| | |
|---|---|
| Number of Units: | 6 |
| Prior/Pending Litigation Date: | 15/11/2024 |
| **Directors & Officers Liability** | |
| Limit of Liability: | £250,000 any one Claim |
| Deductible: | £0 in respect of each and every Claim |
| **Company Entity Cover** | |
| Limit of Liability: | £250,000 any one Claim |
| Deductible: | £500 in respect of each and every Claim |



Allianz Insurance plc. Registered in England number 84638. Registered office:
57 Ladymead, Guildford Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is a member of the Association of British Insurers.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and
Regulated by the Financial Conduct Authority. Financial Services Register number: 121849

## Endorsements:

**Commercial Premises**

The Insurer shall not be liable for payment of Loss in connection with any Claim or circumstance based upon, arising out of any commercial premises, relating to or involving, directly or indirectly, the Insured.

**Professional Services Exclusion (failure to supervise)**

The Insurer shall not be liable for Loss or any Investigation Costs:

5. Professional Services

in connection with any Claim alleging, arising out of, based upon or attributable to the Company or an Insured Person's performance of or the failure to perform professional services for others, or any act, error or omission relating thereto.

This Exclusion shall not apply to functions carried out by the Policyholder in their capacity as Residents' Associations, Residential Limited Management Companies and Right To Manage Companies, including but not limited to:

a. Collecting service charge
b. Arranging insurance
c. Managing building maintenance including gardens
d. Assist in disputes between residents
e. Filing HMRC returns
f. Ensure compliance with statutory requirements
g. Attend AGM, vote in and out of directors, officers and secretaries



Allianz Insurance plc. Registered in England number 84638. Registered office:
57 Ladymead, Guildford Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is a member of the Association of British Insurers.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and
Regulated by the Financial Conduct Authority. Financial Services Register number: 121849

# Your Residential Association Directors and Officers Statement of Fact

This Policy, Schedule and Statement of Fact shall be read together and form the basis of the Insurance Contract.

They have been prepared in accordance with information that we have received from you through your Insurance Adviser.

You must ensure that you comply with the Terms and Conditions within the Policy.

It is important that you check all the information immediately as this forms part of the basis of the contract between you and Allianz, irrespective of who supplied the information. If any of the information is incorrect you must contact your Insurance Adviser immediately. Failure to do so could invalidate the policy from inception or result in a claim being repudiated.

We strongly recommend that you keep a record of all information you have provided to your Insurance Adviser.

| | |
|---|---|
| Policy No: | SP/24387446 |
| The Insured: | Park Apartments Swindon Limited |
| Effective Date: | 15/11/2025 |
| Insurance Adviser: | A-One Insurance Group |
| Business Description: | Residents Association |

**Basis of Acceptance**

Allianz Insurance plc has accepted this risk based on the provision of the following information:

**Claims Experience as at Inception of Policy**
All circumstances, incidents, losses or claims which the Insured, any partner(s) or past/present director(s) or officer(s) (in connection with this or any other business in which you or they have been trading)

- have incurred in the last 5 years
- including events which have or could have resulted in a claim relating to covers to be insured under this policy (whether insured or not at the time of loss) is:

| | |
|---|---|
| Total number of claims and notifications | 0 |
| Total amount paid and outstanding | £0 |


Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.
Allianz Insurance plc is a member of the Association of British Insurers.
Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number 121849.

## General Acceptance

Have you, or any other Director, Partners or senior management involved with the business or any other business in which they have been involved at a senior level ever;

*(Senior management are those individuals in the firm who play significant roles in making decisions about how the insured's activities are to be managed or organised. The words 'to be' implies a higher level of management or oversight than those just managing or organising the business on a day to day basis.)*

- Been declared bankrupt or insolvent, or been the subject of bankruptcy proceedings, either as a private individual or in connection with any business? **No**
- Been the subject of a county court judgement (CCJ) or its Scottish equivalent, including any outstanding judgements, in respect of debt as private individuals or as part of a business? **No**
- Been convicted of, or charged but not yet tried for any criminal offence, other than motoring or spent convictions under the Rehabilitation of Offenders Act 1974? **No**
- Been officers of a company which has been declared insolvent, or had a liquidator or receiver appointed, or has entered into arrangements with creditors in accordance with the Insolvency Act 1986? **No**
- Been the subject of an investigation, censure, accusation or recovery action by HMRC, the Police, or any regulatory body or other authority? **No**
- Been investigated or prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection Legislation? **No**
- Been disqualified under the Directors Disqualification Act 1986 or any subsequent legislation? **No**
- Had insurance refused or declined or ever had insurances cancelled, renewal refused or any special terms imposed? **No**
- Is there any other information relating to the business, or its directors or senior management, which you think could influence an underwriter on accepting cover on the terms provided? **No**

In respect of the business which is the subject of this insurance contract:
- The business is UK registered and privately owned.
- The business entity or legal status is not a Charity Partnership or Public Limited Company.
- In the last completed financial year the business has not reported a negative net worth.

If any of the above statements are inaccurate you must contact your Insurance Adviser immediately.

## Material Fact Requirement

Material facts are those facts which are likely to influence us in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy, and / or result in a claim being repudiated.
If at any time anything shall occur materially affecting the risk(s) insured you must as soon as possible give notice in writing to your Insurance Adviser.


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**Data Protection Act**

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz and that this fact is made known to the Insured Persons.

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.


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