

Your Insurance Renewal

The Ridings Swindon Management Co Ltd
8 Lamora Cl
Nine Elms, Middleleaze
Swindon
Wiltshire
SN5 5TJ

Contents

Contents 2

Our Details..... 3

About Us..... 4

Premium Summary..... 5

Your Policy Overview - Directors & Officers 6

Your Complete Policy Details 7

Terms, Conditions & Excesses..... 8

Statement of Demands & Needs 9

Your Duty of Fair Presentation..... 10

Our Remuneration 11

Our Terms of Business 11

Claims History..... 12

Our Details

Fowler Penfold Property
Energy House
Crow Arch Lane Industrial Estate
Crow Arch Lane
Ringwood
Hampshire
BH24 1PD

0333 222 1165 | aoig.co.uk

Your Main Point of Contact

Jodi Dell | Property Portfolio Manager | 01425 486559 | jodi.dell@aoig.co.uk

Other Contacts

Gemma Parker | Property Team Manager | 01425 486540 | gemmap@aoig.co.uk
Paul Maloney | Claims Manager | 01425 486536 | Paul.Maloney@aoig.co.uk
Ian Penfold | Managing Director | 01425 486500 | Ian@aoig.co.uk
Ryan Jupp | Group Director | 01425 486503 | ryan@aoig.co.uk
Sarah Smith | Group Operations Director | 01425 486502 | sarah.smith@aoig.co.uk
William Martin | Compliance Manager | 01425 486581 | william.martin@aoig.co.uk

Claims Details

In the unfortunate event that you need to make a claim, we will allocate you a specialist and dedicated claims handler from our experienced claims team based at our Head Office in Hampshire. Your handler will guide you through the entire claims process and work on your behalf liaising with your insurers to ensure you receive the best possible outcome.

If you need to make a claim, you can contact us on 0333 222 1168 or via newclaims@aoig.co.uk

About Us

Who are we?

An independent broker, not owned by an insurer nor directed to use a limited panel of insurers meaning we are free to place your risk with the most appropriate insurer in your best interests.

What do we do?

Our ethos is simple, in consultation with you, we will highlight any hidden gaps in your insurance portfolio so you can determine what is essential to insure for your operation and what risks you wish to self-insure so when there is a claim, you won't have the stress of worrying if your loss is covered.

How do we do it?

We train our people to a high standard and encourage them to ask you challenging questions so we understand how your business operates and can suggest with confidence what options are available to you so we can cover those hidden gaps that are quite often missed by other brokers.

How do we service you?

We deal with clients nationally as well as local traders or personal clients using a blend of either a telephone based service or if required 'face to face' meetings depending on how you wish your portfolio of covers to be managed, whilst also having offices throughout the south coast if you wish to visit us.

How can I claim?

As part of the A One Group, we have access to our own in-house claims department run by specialists helping you through the difficult journey of suffering a loss whether that is a motor, liability, property or a financial loss. What's more we pride ourselves on providing you your own claims manager dedicated to support you throughout your claim. We can open access to your own claims assessor if required when you take a policy out with us to help work with insurers in smoothing out any possible stresses and strains when evaluating your claim.

What is our history?

Established in 1993, now proudly sitting within the top 75 independent commercial brokers in the UK and recognised by insurers for our professional approach to risk management and client servicing. Our reputation and work enables us to negotiate better policy covers whilst ensuring that you are not overpaying for any insurance you might need.

Can we deal with your policy?

Areas we can help you with range from:

- All commercial lines products
- Construction & liability, building & allied trades
- Property, commercial & residential
- Motor fleet & personal vehicles including classic & performance cars with agreed values
- Home insurance including fine art, jewellery with agreed values
- Marine insurance including pleasure craft, motor yachts, commercial vessels & transit risks
- Employee Protection – health, income protection, accident & sickness
- Directors – shareholders protection, keyman covers

Our promises to you:

- Put your interests first at all times
- Take the time to listen to your needs and understand what you want
- Identify the cover you need and tailor products to those needs
- Scour the markets for the best value products to match your needs
- Review your insurance portfolio at regular intervals
- Make specialists available to you whenever possible
- Work relentlessly to achieve the best claims results for you

Premium Summary

The table below shows a comparison of costs across your insurance portfolio. Expiring and renewal costs are shown.

Policy Type	Expiring Costs	Renewal Costs	Annualised Difference
Property - Directors & Officers (Scheme)	£160.28	£160.28	No Change
Insurer Fees	£0.00	£0.00	No Change
Our Fees	£40.00	£60.00	£20.00
Total	£200.28	£220.28	£20.00

All premiums are inclusive of Tax charged at the current rate.

Payment

Payment can be made by debit card, credit card, cheque, and BACS. Please note that we do not accept American Express.

Please make all cheques payable to “A-One Insurance Services (Bmth) Ltd”.

BACS can be sent to Barclays, Sort code: 20-11-39, Account Number: 83983609

Your Policy Overview - Directors & Officers

Key Details	
Renewal Date	25/11/2025
Insurer	ALLIANZ
Policy Number	SP/24387446

Premium Breakdown	
ALLIANZ Underwriting Premium Including Tax	£160.28
Insurer Fee	£0.00
Our Arrangement Fee	£60.00
Total Premium	£220.28

All premiums are inclusive of Tax charged at the current rate.

The following will be issued on a minimum and deposit basis. Therefore once cover has been issued no refunds are given:

- The entire Directors & Officers policy.

Your Complete Policy Details

Your Cover	
Insured	The Ridings Swindon Management Co Ltd
Risk Address	The Ridings,87-93 (Odds) Melstock Road,Swindon, SN25 1AB
Limit of Indemnity	£250,000
Entity Cover	Included

General Acceptance Statement
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.

Risk Information	
Number of Residential Units	4
Number of Commercial units for which the above company has legal responsibilities for	0
Total Units	4
Is the property in a good state of repair with a recorded maintenance programme in place	Yes
Has the Insured previously been refused Insurance or had any special terms imposed on a policy	No
Have you held previous and continuous D&O Insurance Cover	Yes
Date that the client first took continuous D&O Insurance Cover	25/11/2012

Policy Summary

A policy summary is attached.

Terms, Conditions & Excesses

The following are significant or unusual excesses, exclusions, conditions, endorsements, and warranties applicable to your policy. Please note that this is not an exhaustive list, and you should consult your policy and schedule for full details of all of these.

£500 Entity Excess

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

Statement of Demands & Needs

You have requested insurance.

We are recommending insurance cover with ALLIANZ. We have selected your insurer and policy based on your key requirement for:

- The most competitive price available whilst not compromising on cover

We have based our recommendations on information provided by you over the telephone.

You have chosen to receive this documentation via email. If you would prefer to receive this in paper format via the post, please contact me to arrange.

How We Selected your Policy

Having considered the requirements of all parties who can benefit from the policy and cover, we proposed this insurance product, taking into account the scope of cover, security, accessibility and services provided by your Insurer and on the basis that it continues to offer fair value.

Our search for a product to meet your requirements has involved a limited number of insurers. These were ALLIANZ. We only offer cover from a single provider, in respect of Directors & Officers insurance

The Capacity in which we are Acting

When sourcing a suitable policy: We act as your agent

When placing the insurance: We act as agent of the insurer

In the event of a claim: We act as your agent

Please feel free to speak to us to check the cover still meets your requirements, if you want us to look at other alternatives, or if any of your circumstances have changed. This can include for example, changes to your sums insured or the levels of the cover you select. We can then shop around for you, or you may look for an alternative policy yourself.

Your Duty of Fair Presentation

When you take out, renew, or amend your insurance, it is your responsibility to provide all information which might affect your insurer's decision on quoting your premium; or on the terms they offer you. You will also need to make such enquiries from anyone else involved in the business or acting for it who may know.

Failure to do so may invalidate your insurance cover or could mean that all or part of your claim is not paid. Please consult us if you are in any doubt as to whether a particular fact should be disclosed.

Information which may influence your insurer as to the acceptability or otherwise of your proposal or the terms offered by your insurer could include:

- Claims, convictions, licence suspensions or vehicle modifications for motor policies.
- Unusual processes or systems your business might use within your business.
- Criminal convictions, bankruptcy, claims (or incidents which might lead to claims), or property subsidence for commercial policies.
- Pre-existing medical conditions for health or travel insurance.

For further information and guidance, please ensure you read our separate leaflet 'The Insurance Act 2015 Explained'.

[The Insurance Act 2015 Explained leaflet can be accessed by clicking here.](#)

This insurance contract will also be based on neither you, nor 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 having ever;

1. Been declared bankrupt or insolvent, or been the subject of bankruptcy proceedings, either as a private individual or in connection with any business	No
2. 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
3. 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
4. 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
5. Been the subject of an investigation, censure, accusation or recovery action by HMRC, the Police or any regulatory body or other authority	No
6. Been investigated or prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection Legislation	No
7. Been disqualified under the Directors Disqualification Act 1986 or any subsequent legislation	No
8. Had insurance refused or declined or ever had insurances cancelled, renewal refused or any special terms imposed	No
9. 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

- This information was requested from Richard Tydeman (MA).

Our Remuneration

For arranging a policy on your behalf we may charge you an administration fee. This amount is shown in the premium breakdown section. We also receive a commission from the insurance provider for arranging your policy with them on your behalf, which is a percentage from the total net premium. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business. Details of any other applicable charges throughout your policy year can be found in our Terms of Business.

Fowler Penfold Property are part of the A-One Insurance Group (the "Group"). The Group have an agreement with Allianz which your business contributes towards. If the Group meets certain pre-agreed volume targets during this financial year, then the Group will receive an additional payment from Allianz. The value of the arrangement cannot be calculated today. However, should the Group's account achieve the income targets set by Allianz, the maximum extra commission the Group could earn is 3%.

Our Terms of Business

Please read our attached Terms of Business document carefully as it explains the terms under which we operate. It confirms to you that we are authorised and regulated by the Financial Conduct Authority, how we select your policy together with details of our charges & complaints procedure. **I would also draw your attention to the changes in our terms of business this year. This includes a change to the fees charged for any mid-term adjustment and also outlines fees we will charge in providing a claims service to you when your policy is no longer arranged by us.**

[Our Terms of Business can be accessed by clicking here.](#)

Claims History

Claims History for your Directors & Officers policy:

There are no Claims registered against this Policy.

A-One Insurance Group

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

0333 222 1030 | info@aoig.co.uk | aoig.co.uk



A-One Insurance Group comprises separate companies,
who are authorised and regulated by the Financial
Conduct Authority.





RESIDENTS' ASSOCIATIONS

**DIRECTORS & OFFICERS LIABILITY
SELECT POLICY WORDING**

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

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

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, fungi, 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 which causes 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 sanction 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

This page has been left intentionally blank.

This page has been left intentionally blank.

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.

CLIENT NEWS

NOTIFICATION OF CHANGES TO YOUR POLICY

At Allianz Insurance plc, we constantly review our products to ensure we remain at the forefront of the market. Following our latest review, we are delighted to tell you that with effect from the renewal date of your policy you will now be provided with our most up-to-date wording.

The guidance provided below does not represent the complete terms and conditions of the policy. Please read this guidance in conjunction with your policy wording and Schedule. If you have any questions about the policy, please refer these to your insurance adviser.

A SUMMARY OF KEY CHANGES IS SHOWN BELOW

Removal of reference to Online Dispute Resolution (ODR) from our complaints wording

The following wording has been removed:

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: acccsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Fair Processing Notice replaced with Privacy Notice

The Fair Processing Notice has been replaced with our updated Privacy Notice.

The updated Privacy Notice is available on Allianz.co.uk

