

# Policy Wording

Management Liability for  
UK companies



# Management Liability Prevent and Protect

# Contents

|                                                           |    |
|-----------------------------------------------------------|----|
| Welcome to AXA                                            | 3  |
| Your policy                                               | 3  |
| Specialist legal and risk management services from rradar | 4  |
| Making a claim                                            | 7  |
| Meaning of defined terms                                  | 8  |
| Policy conditions                                         | 13 |
| Policy exclusions                                         | 18 |
| Policy extensions                                         | 20 |
| <hr/>                                                     |    |
| <b>Sections of cover</b>                                  |    |
| Directors’ and officers’ liability section                | 21 |
| Employment practices liability section                    | 27 |
| Company legal liability section                           | 32 |
| <hr/>                                                     |    |
| Making a complaint                                        | 41 |

2    Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

# Welcome to AXA

## Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **your** insurance broker.

## Your policy

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

**Your policy** describes the insurance cover for which **we** have accepted **your** premium.

**Your policy** is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

**Your policy** is divided into a number of sections. The policy wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added **What is covered** and **What is not covered**.

Under the heading **What is covered** **we** give information on the insurance provided. This must be read with **What is not covered**, the **Policy exclusions**, the **Policy conditions** and the **Section conditions** at all times.

Under the heading **What is not covered** **we** draw **your** attention to what is excluded from **your policy**.



## Specialist legal and risk management services from **rradar**

### Who are **rradar**?

**rradar** is a legal enterprise which combines professional legal advice, legal representation and specialist risk management services which can help **you** to proactively manage and reduce **your** business risks.

The **rradar** services **you** will have access to as a policyholder include

- Legal advisory service
- 24/7 emergency crisis line
- Online risk management tools
  - online knowledge library
  - intelligent legal assistant
  - incident reporting tool
  - risk analysis tool
- Legal and regulatory updates.

### Important: your **rradar** account activation

**Your** insurance broker will send **your policy** details to **rradar** to be registered, this will include **your** email address.

To access **rradar's** full services detailed above, **you** must complete the activation of **your rradar** account. If **you** are unable to activate **your** account, call **rradar's** Legal Advisory Service team using the telephone number below.

**Your rradar** account, and the above services, are provided as a benefit of **your policy**.

### How to activate your **rradar** account

To activate **your rradar** account please follow the steps below. It is important to activate **your rradar** account so **you** can unlock the additional **rradar** risk management support services under **your policy**.



#### Activation steps

- 1 Check **your** inbox for a welcome email from **rradar** and follow the activation link, alternatively scan the QR code on this page or visit **my.rradar.com** and click on the login/register button.
- 2 Enter **your** email address and press the submit button.

- 3 An email will be sent to **you** requesting **you** to set **your** password (check **your** junk folder as first-time emails can be filtered into there).
- 4 Set **your** password and complete **your** account.
- 5 Access **your** personalised dashboard and launch the risk management support services and tools.

If **you** are unable to activate **your** account, please call **rradar** on **0800 955 6111** between 8am and 6pm, Monday to Friday, excluding public holidays or email **contactus@rradar.com**.

## Legal Advisory Service

For practical legal, risk management and regulatory advice 8am to 6pm, Monday to Friday, excluding public holidays

Phone: **0800 955 6111**

Email: **contactus@rradar.com**

**rradar's** Legal Advisory Service is designed for business use and is available to **you** as a policyholder, including any of **your** directors, officers, or senior managers acting in their capacity as **your** authorised representatives.

Access to **rradar's** experts is available by phone or by email. Please be ready to provide **your policy** details when **you** get in touch.

Contact the **rradar** legal advisory team for queries on

- Employment law and human resources
- Business related criminal and regulatory offences
- UK GDPR and data protection
- Health and safety
- Tax liabilities and HM Revenue and Customs (HMRC) investigations
- Intellectual property
- Commercial disputes
- Commercial contracts
- Compliance and corporate governance frameworks.

Under the **rradar** Legal Advisory Service, **you** are entitled to advice and support via a telephone enquiry line or by email. There is no limit to the number of occasions **you** may contact the advisory service. However, **you** should be aware that the advice and support available does not extend to

- drafting or extensive amendment of documents or clauses to tailor them to specific matters
- review, analysis or comment on complex matters or large document volumes (including policies or chains of communications)

- preparation of complex or long letters for **you**, or
- representing, or acting for **you** or formally going on the record on **your** behalf.

Where **you** require this type of extended assistance outside the Legal Advice Service, **rradar** will provide **you** with clear and transparent fee quotes at policy rates to agree before any additional work is carried out.

The legal advice **rradar** provides directly to **you** will be confidential and legally privileged, meaning that a policyholder's discussions directly with **rradar** and the related advice **rradar** gives may be protected from disclosure to others.

## 24 Hour Out of hours legal crisis line

**24/7 Emergency crisis line** - available evenings, weekends, and public holidays

Phone: 0800 955 6222

If a business-related crime emergency occurs, **you** can call the 24/7 emergency crisis line and speak directly to a specialist lawyer at **rradar**. They will advise **you** on how to respond to urgent or unexpected interactions by a regulatory body such as the Police, Health and Safety Executive, Trading Standards and the Care Quality Commission. The **rradar** team can also assist with emergency crisis public relations advice.

**rradar** will advise **you** on the next steps to help mitigate further risks and provide **you** with critical crisis support.

## About **rradar**

Registered in England and Wales under company number: 07738271.

Registered address: **rradar**, 6 Beacon Way, Hull, HU3 4AE

**www.rradar.com**

**rradar** Limited is a licensed body authorised and regulated by the Solicitors Regulation Authority (SRA) under licence number 608114. The regulations of the SRA, which is the regulatory body for solicitors in England and Wales, can be found at **www.sra.org.uk**. **rradar** (Scotland) Limited is a multi-national practice recognised and regulated by the Law Society of Scotland (LSS) under registration number 50480. The regulations of the LSS, which is the representative and regulatory body for regulated firms, for Scottish qualified solicitors, and for other regulated individuals, can be found at **www.lawscot.org.uk**.

## Making a claim

If **you** wish to make a **claim** please first check **your** schedule and policy wording which will provide details of the cover available, sums insured, financial limits, excesses, warranties, conditions, exclusions, and extensions of cover purchased by **your** business. If **you** are unsure of any aspect of cover, please contact **your** insurance broker in the first instance.

**You** must then follow the **Claims notification condition**, **Claims procedures condition** and **Notification of potential claims condition** within the **Policy conditions**.

To notify a **claim** on **your policy**, **you** or **your** insurance broker can contact **rradar** on 0800 955 6111 or [claims@rradar.com](mailto:claims@rradar.com).

Alternatively, **you** can write to **rradar** at

### rradar:



rradar Limited,  
The Beacon  
6 Beacon Way  
Hull  
HU3 4AE

It is very important that **you** tell **rradar** about any **claim you** wish to make on **your policy** as soon as possible. Please provide as many details as **you** can to help make the claims process easier and allow **us** to help **you** faster.

## Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please read the **Making a complaint** section.

## AXA privacy policy

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy).

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

### rradar privacy notice

For details of how **rradar** use **your** personal information, please view their privacy policy at [www.rradar.com/privacy-notice](http://www.rradar.com/privacy-notice).



# Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

There are additional defined terms within each section.

## Bail costs

Costs agreed with **us**, to pay for a bond to guarantee an **insured person's** bail or equivalent in another country as required by a court of law.

## Circumstance

- 1 Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employment disciplinary action, grievance, or employee dismissal.
- 2 Any non-routine regulatory intervention, serious accident or near miss likely to give rise to a **claim** and/or **investigation**.

## Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an **employment practice wrongful act**.

Any claims involving allegations from the same or essentially the same facts will be treated as one claim.

## Crisis public relations consultants

Specialist crisis public relations consultants as appointed or agreed in writing by **rradar** legal or **us**.

## Crisis public relations costs

Costs incurred by the **crisis public relations consultants** to prevent, limit or reduce the actual or potential damage to **your** or any **insured person's** reputation from negative publicity or media attention.

## Defence costs

Costs agreed with **us**, in writing, to

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

## Employed person

Anyone

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of the Employment Rights Act 1996.
- 2 who is
  - a employed by **you** or for **you** on a labour only basis
  - b hired to **you** or borrowed by **you** from another employer
  - c a voluntary helper or someone taking part in a work experience or training schemeand under **your** control or supervision.

## Meanings of defined terms *continued*

### Employment practice claim

- 1 Any **claim** by any **employed person** for any actual or alleged
  - a wrongful, unfair or constructive dismissal, discharge or termination of employment
  - b breach of a written or implied contract
  - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
  - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
  - e **retaliatory treatment**
  - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

### Employment practice wrongful act

- 1 Any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged
  - a wrongful, unfair or constructive dismissal, termination of employment
  - b breach of a written or implied contract
  - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation

- d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies

### e **retaliatory treatment**

- f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective **employed person**.

### Employment related benefits

Any payment to an **insured person** as well as normal salary including

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

### Excess

The first amount of any **claim** or **claims** as shown in **your** schedule for which **you** are responsible. The excess applies to loss (as defined in each section of **your policy**), **crisis public relation costs, defence costs and investigation costs**.

The excess will only be charged at the end of each **claim** or **investigation**.

### Extradition proceeding

Any **claim** or proceeding brought against an **insured person** under United Kingdom extradition law or similar law in any other country.

## Meanings of defined terms *continued*

### Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a director, trustee, partner, member or officer of **yours** (excluding any shareholder of **yours** apart from otherwise covered in any other insured person capacity).
- 2 Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person**.
- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The spouse, civil or unmarried partner of an insured person described in 1 to 5 above, only because of their relationship, following a **claim** against the insured person.
- 7 The estates, heirs or legal representatives of any insured person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the insured person.

### Investigation

Other than investigations by HM Revenue and Customs (HMRC), any official hearing, investigation, examination, official enquiry or enquiry into **your** business activities or an **insured person's** conduct of **your** business activities carried out by any government department, regulator or third party with legal rights to do so.

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

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

Any investigations involving allegations from the same or essentially the same facts will be treated as one investigation.

### Investigation costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by **you** or an **insured person** in preparing for and attending any **investigation**.

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

### Limit of liability

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

### Manslaughter claim

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

- 10 Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

## Meanings of defined terms *continued*

### Outside company

Any company other than **you**

- 1 that is a charity or association, or
- 2 in which **you** hold any issued share capital

but this does not include

- a any company registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man
- b any listed company
- c any financial services company.

### Period of insurance

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

### Policy

The policy wording and schedule and any endorsements attached or issued.

### Pollutant

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

### Pollution

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

### Pollution clean-up costs

Costs incurred by **you** or imposed by the Environment Agency or equivalent body in any other territory to investigate and clean up any **pollution** incident.

### Regulatory mitigation costs

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

### Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

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

### Safety legislation claim

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

### Subsidiary

Any company where **you**

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

Subsidiary will not include any company registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

## Meanings of defined terms *continued*

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a subsidiary.

### Tax investigation claim

- 1 Aspect investigation by HM Revenue and Customs (HMRC).
- 2 Full enquiry by HMRC.
- 3 A challenge following a compliance review by HMRC regarding Income Tax, Pay As You Earn (PAYE) regulations, National Minimum Wage and National Insurance contributions.
- 4 An appeal to value added tax (VAT) or duties tribunal up to and including First Tier Tribunal or Upper Tribunal.

Tax investigation will not include

- a any costs incurred in the normal completion of tax or value added tax (VAT) returns
- b any tax investigation where returns have been submitted more than 30 days after the statutory filing deadline
- c any tax investigation where **you** or any **insured person** have failed to maintain proper accounting records
- d any tax investigation where **rradar** assess HMRC findings to be reasonable and there is no realistic prospect of a successful defence.

### Virus or similar mechanism

Program code, programming instruction or any other set of instructions intentionally constructed with the ability to damage, interfere or otherwise adversely affect computer programs,

data files or operations whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

### We/us/our

AXA Insurance UK plc.

### You/your/yours/yourself

The firm, company or organisation shown in the schedule as the Insured.

# Policy conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance broker.

## Arbitration condition

If **we** agree to pay **your claim** and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your** business, **you** may be able to refer **your** case to the Financial Ombudsman Service. In either case this will not affect **your** right to take legal action against **us** over this disagreement.

## Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** at inception and within 14 days of renewal, by contacting **your** insurance broker.

Where **your policy** is cancelled in accordance with this provision, **we** will return part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided **you** have not notified

**rradar** of a **claim, investigation** or **circumstance** or claimed any benefit under **your policy**. If a **claim** has been made or a **claim, investigation** or **circumstance** has been notified to **rradar** during the current **period of insurance**, the annual premium remains due in full.

- 2 **We** can cancel the **Employment practices liability section** and/or the **Company legal liability section** immediately by providing written notice to **your** last known address if **you** fail to make payment

- a directly to **us**
- b directly to **us, your** insurance broker or finance provider where **you** are paying by instalments.

**You** will not be entitled to any return of premium where this happens. If a **claim** has been made or a **claim, investigation** or **circumstance** has been notified to **rradar** during the current **period of insurance**, the annual premium remains due in full.

Cancellation of **your policy** will not affect any **claims** or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy**. If this happens cover will cease on the expiry date shown in **your** schedule.

## Claims conditions

**You** and/or any **insured person** must reimburse **us** for any costs and expenses paid by **us** in respect of a **claim** or **investigation** where it is later determined that there is no **claim** for which there is cover under **your policy**.

If a **claim** is made which is not completely covered by any section of **your policy**, **we** will do **our** best to agree with **you** or any **insured person** a fair allocation between losses (as defined in each section of **your policy**) that are covered and losses that are not covered by **your policy**.

## Claims notification condition

- 1 You** must give notice to **rradar** using the contact details set out within the **Making a claim** section as soon as reasonably possible (and not later than 30 days after the **period of insurance** expires) of any
  - c claim** or any **investigation** first made against **you**
  - d** any loss for which there is cover under **your policy** first discovered by **you**during the **period of insurance**.
- 2 A claim** or an **investigation** will be first made against **you** and a financial loss will be deemed to be first discovered by **you** when any director, officer or senior manager of **yours** first becomes aware or reasonably should have been aware of the **claim**, **investigation** or financial loss.
- 3 You** must give **us** as soon as possible all the information and documents **we** reasonably require relating to any **claim**, **investigation** or financial loss **you** notify under **your policy**.
- 4 You** must unless otherwise agreed by **us** in writing notify the police of any fraudulent or criminal activity upon **your** discovery of such activity.

**We** will not pay for a **claim**, **investigation** or financial loss where **you** have not complied with this condition.

## Claims procedures condition

- 1 You** must take, or allow others to take, all practical steps to minimise any **claim**, **investigation** or financial loss for which **you** seek cover under **your policy**.
- 2 At your expense you** must continue to provide **us** with
  - a** full details in writing and any further information **we** may reasonably request
  - b** any assistance to enable **us** to settle or defend a **claim** or an **investigation**
  - c** details of any other insurance cover available to **you** in relation to any **claim**, **investigation** or financial loss for which **you** seek cover under **your policy**.
- 3 rradar** will be appointed to represent **you**. **You** must not appoint other legal representation without **our** prior written approval. Any costs incurred without **our** prior written approval will not be paid. Where **we** agree to legal representation other than **rradar**, **we** will reimburse **your** legal costs at no greater than the following hourly rates

|                                                                |               |
|----------------------------------------------------------------|---------------|
| Solicitors with 10 years or more post qualification experience | £230 per hour |
| Solicitors with 5 to 10 years post qualification experience    | £195 per hour |
| Solicitors with 0 - 4 years post qualification experience      | £160 per hour |
| Trainee/Paralegals/SME                                         | £135 per hour |

Where a **claim** is made or an **investigation** commences against **you** and/or more than one **insured person**, unless there is a conflict of interest, the

same legal representatives should be used. If it is not possible to obtain **our** consent before incurring any **defence costs**, **we** will agree to pay the costs **you** incur at the hourly rates set out in this paragraph 3 above, provided **our** agreement is subsequently requested within 14 days.

- 4 **You** must not accept, negotiate, pay, settle, admit or reject any **claim** or any **investigation** without **our** prior written consent.
- 5 **We** have the right to fully participate in the defence of any **claim** or any **investigation** against **you**. **We** will also have the right to defend any **claim** made against **you**.
- 6 Under the **Employment Practices Liability** section where it is assessed by **us** and **your** legal representatives that the **claim** has greater than 60% prospect of a successful defence, **you** will have the right to decide whether to defend the **claim** or agree a settlement.

**We** will not pay **your claim** where **you** have not complied with this condition.

### Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- 1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating

**your policy** as if it had not existed and that **we** will not return **your** premiums, or

- 2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or
- 3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can
  - a reduce proportionately any amount paid or payable in respect of a **claim** under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable, and/or
  - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4 Where **we** elect to apply one of the above then
  - a if **we** elect to make **your policy** void, this will be from the start of **your policy**, or the date of variation or from the date of renewal



## Policy conditions *continued*

- b** **we** will apply the formula calculated by reference to the premium that would have been charged to **claims** from the start of **your policy**, or the date of variation or from the date of renewal
- c** **we** will treat **your policy** as having different terms imposed from the start of **your policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

## Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you** knowingly

- 1** makes a fraudulent or exaggerated **claim** under **your policy**, or
- 2** makes a false statement in support of a **claim** (whether or not the **claim** itself is genuine), or
- 3** submits a false or forged document in support of a **claim** (whether or not the **claim** itself is genuine),

**we** may take one or more of the following actions

- a** refuse to pay the **claim**
- b** recover any sums **we** have already paid to **you** in relation to the **claim**
- c** cancel **your policy** from the date of the fraudulent act without any refund of premiums
- d** make **your policy** void and keep the premium

- e** share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website [www.theifr.org.uk](http://www.theifr.org.uk).

## Instalments condition

If **you** fail to pay a premium instalment to **us**, **your** insurance broker, credit broker or finance provider, this could result in the **Employment Practices Liability** section and the **Company Legal Liability** section being cancelled. **You** will not be entitled to any return of premium where this happens.

If **you** have notified a **claim**, **investigation** or **circumstance** or claimed any benefit during the current **period of insurance** the annual premium remains due in full whether this is payable directly to **us**, **your** insurance broker, credit broker or finance provider.

## Law applicable to this policy

**You** and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

## Notification of potential claims condition

**You** must give notice in writing to **rradar** using the contact details within the **Making a claim** section as soon as possible during the **period of insurance** of any **circumstance**. **You** must provide reasons why **you** consider it is a **circumstance**, including full details of the relevant facts, people and dates involved.

Where **we** accept in writing that **you** have made a valid notification of a **circumstance** any subsequent **claim** or **investigation** arising from the **circumstance** will be deemed to have been made in the **period of insurance** in which the **circumstance** was first notified.

## Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** or **investigation** or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such **claim** or **investigation** or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory and the sanctions law of other territories to the extent they are applicable.

## Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any **claim**
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

## Third party rights condition

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

# Policy exclusions

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

The Policy exclusions set out below apply to **your policy** as a whole. There are also specific exclusions under each section of cover under the heading **What is not covered**.

## Bodily injury or property damage exclusion

**We** will not cover any **claim** or loss (as defined in each section of **your policy**)

- 1 for psychological or emotional distress other than an **employment practice claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 for the loss, damage or destruction of any tangible property, electronic systems or data including loss of use of that property.

This exclusion will not apply to **defence costs you** incur up to a maximum of £100,000 in excess of any other insurance or cover available to **you**.

## Breach of professional duty exclusion

**We** will not cover any **claim**, loss (as defined in each section of **your policy**) or **investigation** caused by a breach of or failure to provide professional duties or services.

This exclusion will not apply to a **claim** for any actual or alleged failure to supervise the performance of any professional services.

## Defined benefit pension schemes exclusion

**We** will not cover any **claim**, loss (as defined in each section of **your policy**) or **investigation** caused by

- 1 **you** or an **insured person's** operation or administration of or participation in any defined benefit pension scheme with assets in excess of £5,000,000 as recorded in **your** latest annual report and accounts.
- 2 **you** or an **insured person's** breach of any legislation or regulation relating to any defined benefit pension scheme with assets in excess of £5,000,000 as recorded in **your** latest annual report and accounts.

The above will not apply to any defined benefit scheme of **yours** with assets of less than £5,000,000 as declared in the latest annual report and accounts.

## Excess exclusion

**We** will not pay the **excess** shown in **your** schedule (under each section of cover). The **excess** will only be payable at the conclusion of any **claim** and/or **investigation**.

The **excess** will not be payable where a **claim** or **investigation** is successfully defended or withdrawn and **you** incur no liability to the claimant, any co-defendant or regulator.

## Overseas subsidiaries exclusion

**We** will not cover any **claim**, **investigation** or financial loss in connection with any **subsidiary** which is not registered in the United Kingdom, the Channel Islands or the Isle of Man.

## Prior claims and investigations exclusion

We will not cover any **claim**, **investigation** or loss (as defined in each section of **your policy**) of which **you** were aware or ought reasonably to have been aware prior to the **period of insurance**.

This exclusion does not replace or otherwise amend any of **our** rights under the **Fair presentation of risk condition** within the **Policy conditions**.

## Prior litigation exclusion

We will not cover any **claim**, loss (as defined in each section of **your policy**) or **investigation** caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person**, **you** or an **outside company** started before the date of **your** first purchase of Directors' and Officers' Liability insurance.

## Takeovers and mergers exclusion

We will not cover any loss (as defined in each section of **your policy**) or **investigation** caused by any **claim** for a **wrongful act** after **you**

- 1 merge or consolidate with another company, or
- 2 any party acquires more than 50% of **your** issued share capital.

# Policy extensions

## Extended claims notification period cover

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

If **we** or **you** refuse to renew **your policy** for any reason other than non-payment of premium or insolvency, **you** may purchase an extended claims notification period of 12 months upon payment of 50% of the full policy annual premium.

This extended notification period is only available if

- 1 **we** receive **your** written notice of purchase within 30 days following the end of the **period of insurance**, and
- 2 **your policy** is not replaced by any other policy, and
- 3 at the end of the **period of insurance**, **you** have not merged with another company, nor has any party acquired 50% or more of **your** issued share capital.

If **we** offer renewal terms, conditions, **limits of liability** or premiums that are different from those of **your** expiring **policy**, this does not mean a refusal to renew.

### Condition of the cover

Where **you** have taken this cover, the **Claims notification condition** under the **Policy conditions** is deleted and replaced with the following

**You** must

- 1 as soon as possible within the extended notification period
  - a give **us** notice of any **claim** under **your policy**, in accordance with the terms of each section
  - b give **us** all the information **we** request
- 2 immediately
  - a on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
  - b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section
  - c notify the police of any fraudulent or criminal activity upon discovery.

If **you** do not comply with this condition **we** have the right to refuse to pay **your claim**.

**We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

# Directors’ and officers’ liability section

| Contents of this section            |    |
|-------------------------------------|----|
| Meanings of defined terms           | 21 |
| Limit of cover                      | 22 |
| What is covered                     | 23 |
| Optional section-extension of cover | 25 |
| What is not covered                 | 25 |
| Section conditions                  | 26 |

Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** on page 8 of **your policy**.

## Deprivation of assets expenses

Costs and expenses of any **insured person** paid directly to the provider of the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **insured person** during the **period of insurance**

- 1 schooling
- 2 housing
- 3 utilities, or
- 4 personal insurances.

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

## Loss

Costs and expenses of any claimant and civil regulatory penalties which an **insured person** becomes legally liable to pay and incurred with **our** prior written agreement, to investigate, defend or settle a **claim**

## Directors' and officers' liability section *continued*

against any **insured person** and this will include

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under **Tax cover**), salary or **employment related benefits**.

Civil regulatory penalties are covered only where they are insurable under United Kingdom law.

### Policy territories

Worldwide.

### Wrongful act

Any actual or alleged act, error or omission carried out, proposed or attempted by an **insured person** during the performance of their duties but only in their role as **your** director, officer or **employed person** including

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law

- 6 breach of warranty or authority

- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a director, officer or **employed person**.

### You/your/yours

In addition to the definition under **Meanings of defined terms** section this will include

- 1 a subsidiary, and any subsidiary created or acquired during the **period of insurance** provided that the newly created or acquired subsidiary
  - a is not registered outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man
  - b does not trade any of its securities on any exchange

but only for a **claim** against an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition.

- 2 any pension or employee benefit scheme or trust fund of yours.

### Limit of cover

The most **we** will pay for any one **claim** or **investigation** is the **limit of liability**. The **limit of liability** will apply regardless of the number of **insured persons** involved in a **claim** or **investigation**.

Any **claim** under **your policy** involving both a **claim** and **investigation** will be treated as one **limit of liability**.

## ✓ What is covered

### Additional limit for loss cover

Where the **limit of liability** has been exhausted, the **limit of liability** will be increased by £100,000 per **claim** or **investigation** for each **insured person** provided that such limit is in excess of

- 1 any other available insurance
- 2 any other cover available.

### Bail costs cover

We will pay on behalf of any **insured person bail costs** caused by a **claim** for a **wrongful act**.

### Brexit cover

We will pay for any **insured person's loss** caused by a **claim** for a **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

### Circumstance investigation costs cover

We will pay the costs of **rradar** to investigate any **circumstance** notified to **rradar** during the **period of insurance** and to take any reasonable and necessary steps to avoid or mitigate a potential claim.

The most **we** will pay under this cover is £100,000 for any one **claim**.

This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Claims against an insured person cover

We will pay the **loss** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

### Company reimbursement cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **claim** for a **wrongful act**.

### Compensation for court attendance cover

We will pay **you** at the rate of £350 per day for each **insured person** (plus an accompanying spouse, civil or unmarried partner), provided the **insured person's** attendance is required by the court in connection with any **claim** or **investigation**.

### Crisis public relations costs cover

We will pay an **insured person's crisis public relations costs** caused by a **claim** for a **wrongful act** or an **investigation**.

### Deprivation of assets cover

We will pay the **loss** of any **insured person** for **deprivation of asset expenses**.

The most **we** will pay under this cover is £250,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Directors personal property boundary disputes cover

We will pay **rradar's** costs to represent a director of **yours** in relation to a **claim** concerning the position or enforcement of a legal boundary between the principal personal residence of the director and adjoining property.

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.



### Directors' personal tax cover

**We** will pay the legal costs of any director or partner of **yours** in a personal **tax investigation claim** where **rradar** assesses such legal costs will mitigate or avoid a **claim** against an **insured person**.

The most **we** will pay under this cover is £50,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**. The legal costs are solely restricted to the costs of **rradar**.

### Employment practice claims cover

**We** will pay for the **loss** caused by an **employment practice claim** during the **period of insurance** brought by a current, former or potential **employed person**.

This cover does not apply if the **insured person** is covered under the **Employment practices liability section**.

### Extradition proceedings cover

**We** will pay, for any **insured person**, the **loss** caused by any **extradition proceedings** against any **insured person** during the **period of insurance** caused by a **claim** for any **wrongful act**.

### Investigation costs cover

**We** will pay the **investigation costs** caused by an **investigation**. Such costs will only be covered from the date an **insured person** is notified as being subject to an **investigation**.

### Management buy-out cover

If during the **period of insurance** members of **your** existing management team conduct a management buy-out, **we** agree to provide cover to the same level and terms as **your policy** for the new

company for a period of 60 days from the buy-out date for any **wrongful act** carried out by any **insured person** within this 60 day period.

### Manslaughter claims cover

**We** will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

### Outside company cover

**We** will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role as a director, trustee or officer of an **outside company**.

Provided that the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

**We** will only pay after any cover provided by the **outside company** to its directors or officers and any other insurance available to its directors and officers has been used.

### Pension/employee benefit schemes cover

**We** will pay for the **loss** caused by a **claim** for a **wrongful act** in connection with an **insured person's** operation or administration of any of **your** pension schemes (other than a defined benefit scheme with assets in excess of £5,000,000 as declared in **your** latest annual report), employee benefit schemes or trust funds.

### Personal charity/Not for profit association cover

We will pay for the **loss** incurred by any **insured person** for any **wrongful act** within the **policy territories** carried out in their role in a personal capacity as a director or officer of a charity or any not for profit organisation.

### Pollution claims cover

We will pay for the **loss** arising from **pollution** caused by a **claim** for any **wrongful act**.

### Retired insured person cover

In the event that **your policy** is not renewed or replaced with a similar policy, cover will continue for any **insured person** who voluntarily stops being an **insured person** before the date of non-renewal for reasons other than

- 1 disqualification from holding such a position, or
- 2 a takeover or merger.

Cover will continue for an unlimited period from the date of non renewal (the 'run-off period'), provided that

- a cover will only apply to **claims** caused by any **wrongful act** carried out or alleged before the date of retirement of the **insured person**
- b the run-off period will run at the same time as any extended notification period
- c no similar insurance is in place elsewhere.

### Safety legislation claims cover

We will pay for the **loss** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

### Tax cover

If **you** become insolvent, this section will extend to pay for any **claim** against an **insured person** alleging a **wrongful act** relating to **your** unpaid tax liability within the **policy territories**.

## Optional section-extension of cover

### Takeovers and mergers extension of cover

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

If during the **period of insurance you**

- 1 merge with another company, or
- 2 any party acquires more than 50% of **your** issued share capital,

**you** may on payment of an additional premium of 150% of the full annual policy premium, request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**.

This extension only applies to **claims** caused by any **wrongful act** carried out or alleged before the date of the takeover or merger.

## ✗ What is not covered

### Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs

## Directors' and officers' liability section *continued*

- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

This exclusion will apply with full retrospective effect following a final ruling by a court or an admission by **you** or an **insured person** that such an act or omission did occur.

### Related party claims in the United States of America exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **claim** brought by **you**, an **outside company** or an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to

- 1 **defence costs**
- 2 any shareholder derivative proceedings in **your** name without **your** or any **insured person's** solicitation, assistance or participation
- 3 any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body
- 4 any **employment practices claim**
- 5 any **claim** made by a previously **insured person** of **yours**
- 6 any **claim** seeking a contribution or cover under **your policy** if that **claim** would be covered by this section if made against an **insured person**.

### Specific United States of America legislation exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the following legislation in the United States of America

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC

Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it

- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

## Section conditions

The **Policy conditions** all apply equally to each **insured person** and to **you** other than

### Material misrepresentation condition

The **Fair presentation of risk condition** within the **Policy conditions** will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of **your policy**.

### Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim** or **investigation**.

- 26 Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

# Employment practices liability section

| Contents of this section  |    |
|---------------------------|----|
| Meanings of defined terms | 27 |
| Limit of cover            | 28 |
| What is covered           | 28 |
| What is not covered       | 29 |
| Section conditions        | 31 |

**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** on page 8 of **your policy**.

### Loss

Costs and expenses of any claimant and civil regulatory penalties which **you** or an **insured person** become legally liable to pay and incurred with **our** prior written consent, to investigate, defend or settle a claim against **you** or any **insured person** and this will include

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, salary or **employment related benefits**.

Civil regulatory penalties are covered only where they are insurable under United Kingdom law.

### Policy territories

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

### You/your/yours

In addition to the definition under **Meanings of defined terms** section this will include

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** but only for a claim against **you** or an **insured person** caused by a **wrongful act** carried out after the date of creation or acquisition
- 2 any pension or employee benefit scheme or trust fund of yours.

### Limit of cover

The most **we** will pay for any one **claim** or **investigation** is the **limit of liability**. The **limit of liability** will apply regardless of the number of **insured persons** involved in a **claim** or **investigation**.

Any **claim** under **your policy** involving both a **claim** and **investigation** will be treated as one **limit of liability**.

### ✓ What is covered

#### Claims by employees cover

**We** will pay for **your** or any **insured person's loss** caused by a **claim** by an **employed person** alleging an **employment practice wrongful act**.

The **excess** will not apply to any **claim** brought only against an **insured person**.

#### Claims by others cover

**We** will pay for **your** or any **insured person's loss** caused by a **claim** by anyone other than an **employed person** alleging an **employment practice wrongful act**.

#### Compensation for court attendance cover

**We** will pay **you** at the rate of £350 per day for each **insured person** (plus an accompanying spouse, civil or unmarried partner), provided the **insured person's** attendance is required by the court in connection with any **claim** or **investigation**.

#### Investigation costs cover

**We** will pay for **your** or any **insured person's investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

The **excess** will not apply to any **investigation** that only involves an **insured person**.

#### Management buy-out cover

If during the **period of insurance** members of **your** existing management team conduct a management buy-out, **we** agree to provide cover for the new company at the same level and terms of

**your policy** for a period of 60 days from the buy-out date for any **employment practice wrongful act** carried out by any **insured person** within this 60 day period.

#### Outside company cover

**We** will pay for the **loss** incurred by any **insured person** for any **employment practice wrongful act** carried out by an **insured person** in their role as an employed person of an **outside company**.

Provided that the **insured person** acts in that role at **your** written request and the **claim** does not arise from a **wrongful act** carried out after the **insured person** stopped acting in this role.

**We** will only pay after any cover provided by the **outside company** to its directors or officers and any other insurance available to its directors and officers has been used.

### x What is not covered

#### Claims outside of the United Kingdom exclusion

**We** will not cover any **claim, loss** or **investigation** caused by any **employment practice claim** outside of the United Kingdom.

#### Collective bargaining agreements exclusion

**We** will not cover any **claim** caused by **your** failure to act in accordance with any collective bargaining agreement other than

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

#### Contractual payments exclusion

**We** will not cover any **claim** or any aspect of a settlement caused by **your** failure to pay any amount **you** must pay under contract to an **employed person**.

This includes but is not limited to

- 1 payments for notice periods (contractual or statutory), or
- 2 any breach of any minimum wage requirements.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

#### Deliberate and dishonest acts exclusion

**We** will not cover any deliberate breach of employment regulation, deliberately not following the advice provided by **rradar** or some other source **we** have agreed to in writing, or any other dishonest or fraudulent act carried out by **you** or any of **your** senior management or human resources department.

#### Legal requirements exclusion

**We** will not cover any **claim, loss** or **investigation** caused by **your** legal duties in relation to **your**

- 1 health and safety requirements
- 2 payment of unemployment benefits
- 3 payment of social security benefits
- 4 payment of retirement benefits
- 5 payment of disability benefits.

This exclusion does not apply to **defence costs** for any **claim** caused by **retaliatory treatment**.

### Non-compensatory payments exclusion

We will not cover any **claim**, **loss** or **investigation** caused by

- 1 **your** failure to pay for anyone else's liability which **you** must legally take on under any contract or agreement. This does not apply to any **claim** that would have happened without such contract or agreement
- 2 any non-financial order
- 3 any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employed person** other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

### Pension rights exclusion

We will not cover any **claim** caused by

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

This exclusion does not apply to **defence costs** and/or **investigation costs**.

### Protective award exclusion

We will not cover any **loss** caused by any **claim** related to **your** failure to comply with the duty to consult requirements related to a redundancy situation under

sections 188 to 192 Trade Union and Labour Relations (Consolidation) Act 1992.

This exclusion does not apply to **defence costs**.

### Tax exclusion

We will not cover any **claim** caused by **your** failure to pay taxes.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

### Trade Union membership exclusion

We will not cover any **claim** caused by membership or non-membership of any trade union or similar organisation other than

- 1 allegations of **retaliatory treatment**
- 2 **defence costs** and/or **investigation costs**.

### Transfer of Undertakings exclusion

We will not cover any **loss** caused by any **claim**

- 1 brought against **you** under the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 2 brought against a third party but which **you** could be liable for under the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 3 for an **employment practice wrongful act** which occurred prior to a Transfer of Undertakings (Protection of Employment) transfer of an **employed person** to **you**.

This exclusion does not apply to **defence costs**.

## Section conditions

The **Policy conditions** all apply equally to each **insured person** and to **you** other than

### Fair presentation of risk condition

The **Fair presentation of risk condition** within the **Policy conditions** will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of **your policy**.

### Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

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

With respect to any **claim** made against **you**. Only statements made (whether in the proposal or otherwise) and information possessed by any Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of the Company or any other person authorised by **you** to make statements or complete the proposal will be applied to **you** in determining whether cover applies under **your policy**.



# Company legal liability section

| Contents of this section  |    |
|---------------------------|----|
| Meanings of defined terms | 32 |
| Limit of cover            | 34 |
| What is covered           | 34 |
| What is not covered       | 39 |
| Section condition         | 40 |

**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** on page 8 of **your policy**.

### Computer systems

Any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### Cyber attack

Any malicious attempt or attempts to damage, disrupt or gain access to **computer systems**, networks or devices, via cyber means including an incident in which data, **computer systems** or networks or accessed or affected in a non-authorised way.

### Identity fraud

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

## Intellectual Property Rights Infringement

Infringement of any copyright, patent, trademark or any other intellectual property rights.

### Loss

Costs and expenses of any claimant and civil regulatory penalties (including prosecution costs) which **you** become legally liable to pay and incurred with **our** prior written agreement to investigate, defend or settle a **claim** against **you** and this will include

- 1 **defence costs and investigation costs**
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under **Tax cover**), salary or **employment related benefits**.

Regulatory civil penalties are covered only where they are insurable under United Kingdom law and are restricted to the following

- a Fees for intervention payments due under The Health and Safety and Nuclear (Fees) Regulations 2021 and any subsequent replacement legislation.
- b Penalties due under the Pensions Act 2008, 2004 and earlier legislation.

- c Environment Agency, Scottish Environmental Protection Agency or equivalent fees due following an **investigation**.

## Policy territories

Worldwide.

## Products

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

## Telephone fraud

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

## Third party fraud or forgery

- 1 The signing, creation or alteration of any cheque, draft, promissory note or other written or electronic instrument with the intention to deceive.
- 2 Telephonic or written instructions acted on by **you** when the instructions are alleged to have come from an **insured person**, client, customer, supplier or financial institution but have in fact come from a fraudster.

## Wrongful act

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

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 breach of warranty or authority.

## You/your/yours

In addition to the definition under the **Meanings of defined terms** section this will include

- 1 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** as long as the newly created or acquired **subsidiary** but only for a **claim** against **you** caused by a **wrongful act** or **investigation** carried out after the date of creation or acquisition.
- 2 any pension or employee benefit scheme or trust fund of yours.

## Limit of cover

The most **we** will pay for any one **claim** or **investigation** is the **limit of liability**. The **limit of liability** will apply regardless of the number of **insured persons** involved in a **claim** or **investigation**.

Any **claim** under **your policy** involving both a **claim** and **investigation** will be treated as one **limit of liability**.

## ✓ What is covered

### Breach of Data Protection cover

**We** will pay for **your loss** for a breach of Data Protection law.

### Brexit cover

**We** will pay for **your loss** caused by a **claim** for a **wrongful act** in connection with the withdrawal of the United Kingdom from the European Union.

### Circumstance investigation costs cover

**We** will pay the costs of **rradar** to investigate any **circumstance** notified to **us** during the **period of insurance** and to take any reasonable and necessary steps to avoid or mitigate a potential claim.

The most **we** will pay under this section of cover is £100,000 for any one claim.

This is also the most **we** will pay in total for all claims under this cover in any one **period of insurance**.

The costs are solely restricted to the costs of **rradar**.

### Compensation for court attendance cover

**We** will pay **you** at the rate of £350 per day for each **insured person** (plus an accompanying spouse, civil or unmarried partner), provided the **insured person's** attendance is required by the court in connection with any **claim** or **investigation**.

### Contractual liability cover

**We** will pay **your defence costs** caused by any contractual liability **claim**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Crisis public relations costs

**We** will pay **your crisis public relations costs** caused by an **investigation** or **claim** for a **wrongful act**.

### Data protection breach cover

**We** will pay the costs of **rradar** legal in contacting **your** customers and suppliers as legally required following a data protection breach.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

The costs are solely restricted to the costs of **rradar**.

### Employee dishonesty cover

**We** will pay for **your** direct financial loss first discovered and notified in the **period of insurance** caused by the dishonest appropriation of money, property or securities by an **employed person**.

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

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Identity fraud cover

**We** will pay for **your loss** resulting from **identity fraud**.

### Intellectual Property Rights Infringement cover

**We** will pay **your defence costs** and **your** legal liability to pay **your** opponent's legal costs caused by a **claim** for **intellectual property rights infringement**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Investigation costs cover

**We** will pay for **your investigation costs** caused by an **investigation**. Such costs will only be covered from the date **you** are notified as being subject to an **investigation**.

### Loss of documents cover

**We** will pay the costs of replacing or restoring any document, data or information lost, damaged or destroyed during the **period of insurance** whilst in **your** possession.

**We** will not pay any costs where loss, destruction or damage is caused by a **cyber attack**.

The most **we** will pay under this cover is £150,000 for any one loss of documents event. This is also the most **we** will pay in total for all events under this cover in any one **period of insurance**.

### Management buy-out cover

If during the **period of insurance** members of **your** existing management team conduct a management buy-out, **we** agree to provide cover for the new company at the same level and terms as **your policy** for a period of 60 days from the buy-out date for any **wrongful act** carried out by any **insured person** within this 60 day period.

### Manslaughter claims cover

We will pay for **your defence costs** caused by a **manslaughter claim** made against **you** for a **wrongful act**.

### Negative social media crisis public relations costs cover

We will pay **crisis public relations costs** necessary to mitigate the adverse effect or potentially adverse effect to **your** reputation following any sustained negative publicity in relation to **your** business activities or practices that is posted on any internet-based social media platform or website.

The most **we** will pay in total for all **claims** under this cover in any one **period of insurance** is £75,000.

### Other wrongful acts cover

Except for where other specific cover applies under this section, **we** will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act**.

### Pension/employee benefit schemes cover

We will pay for **your loss** caused by any **claim** made against **you** for a **wrongful act** in connection with **your** operation or administration of any pension scheme (other than a defined benefit scheme with assets in excess of £5,000,000 as declared in **your** latest annual report) or employee benefit scheme or trust fund.

### Pollution claims cover

We will pay for **your defence costs** caused by any **claim** made against **you** for a **wrongful act** in connection with **pollution**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay in total for all **claims**

under this cover in any one **period of insurance**.

### Pollution claims clean up costs cover

We will pay **your loss** for **pollution clean up costs** for any **claim** and/or **investigation** made against **you**.

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Regulatory mitigation cover

We will pay **your regulatory mitigation costs** for any regulatory self reporting.

### Safety legislation claims cover

We will pay for **your defence costs** caused by a **safety legislation claim** caused by any **claim** made against **you** for a **wrongful act**.

### Shareholder derivative claim costs cover

We will pay **your** liability in accordance with the terms of a court order made in the **policy territories** which requires **you** to pay costs for any person authorised by the court order to pursue a claim against an **insured person** for a **wrongful act** in **your** name.

The most **we** will pay under this cover is £250,000. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Tax investigation cover

We will pay **your defence costs** for any **tax investigation claim**.

### Telephone fraud cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **telephone fraud**.

The most **we** will pay under this cover is £25,000. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Third party electronic funds transfer cover

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

The most **we** will pay under this cover is £25,000 for any one **claim**. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

### Third party fraud or forgery cover

We will pay **your** direct financial loss discovered during the **period of insurance** caused by **third party fraud or forgery**.

The most **we** will pay under this cover is £25,000. This is also the most **we** will pay in total for all **claims** under this cover in any one **period of insurance**.

## Section extensions

### Legal pursuit extension

This extension attaches to and forms part of **your policy**.

### Definitions applicable to the Legal pursuit extension only

These meanings only apply to this extension of cover. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

These are in addition to the defined terms that can be found within the **Meanings of defined terms** on page 8 and within the **Company legal liability section**.

If a term is defined within the **Meanings of defined terms** on page 8 or within the **Meaning of defined terms** of the **Company legal liability section** and also within the **Definitions applicable to the Legal pursuit extension** the meaning shown here will be used for the **Legal pursuit extension**.

### Claim

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

### Confidentiality clause

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

### Date of occurrence

For civil cases (other than under **Contract disputes and debt recovery cover**), the date of occurrence is when the cause of

## Company legal liability section *continued*

civil action first took place for contract disputes, the date of occurrence is when **you** could reasonably be expected to become aware of the breach of contract.

### Policy territories

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

### Restrictive covenant

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

- 1 competing with **you**
  - 2 soliciting business from **your** customers
  - 3 dealing with **your** customers
  - 4 attempting to employ **your** employees
- for a reasonable time after leaving **your** employment.

### Total limit of liability

The most **we** will pay in total for all **claims** made during any one **period of insurance**.

### The cover

**We** will pay up to £50,000 in total for all **claims** made during any one **period of insurance** provided that

- 1 the **date of occurrence** happens and the dispute occurs during the **period of insurance** and within the **policy territories** in connection to **your** business, and
- 2 any legal proceedings will be dealt with by a court, or other body which **we** **agree** to, in the **policy territories**, and

- 3 under the following covers, all **claims** made under this extension relate solely to costs incurred by **rradar**.

### Contract disputes and debt recovery cover

**rradar** will negotiate for **your** legal rights in a contractual dispute in relation to a contract entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods services or the lease, licence or tenancy of land or buildings.

Provided that

- 1 the amount in dispute exceeds £500
- 2 if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the **claim** exceed £500
- 3 if the dispute relates to money owed to **you**, a **claim** is notified to **rradar** within 90 days of the money becoming due and payable.

### Infringement of Intellectual Property Rights cover

**rradar** will negotiate **your** legal rights in relation to an infringement of **your** intellectual property rights by a third party which is first discovered and notified to **rradar** by **you** in the **period of insurance**.

### Restrictive covenant cover

**rradar** will negotiate for **your** legal rights in pursuing

- 1 an undertaking or injunction against a former employee alleging breach of their **restrictive covenant** or **confidentiality clause**
- 2 damages for breach of **restrictive covenant** or **confidentiality clause**

### Trespass, nuisance, person removal and property damage cover

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

### Additional exclusion applicable to Legal pursuit extension

**We** will not pay for

- 1 the first £2,500 of each and every **claim**
- 2 any **claim** relating to
  - a any insurance policy or loan, mortgage, pension, investment or borrowing
  - b any dispute arising from or relating to the renewal of a lease or tenancy agreement or rent review
- 3 the recovery of money and the interest due from another party other than disputes where the other party intimates that a defence exists
- 4 any claim relating to any actual or alleged professional negligence or defective workmanship
- 5 any **claim**, that in the opinion of **rradar**, has a less than 51% prospect of success
- 6 costs incurred before **rradar** have consented to such costs being incurred.

## x What is not covered

### Claims outside of the policy territories exclusion

**We** will not cover any **loss** or **investigation** caused by any **claim** outside the **policy territories**.

### Cyber act and loss of computer system exclusion

**We** will not cover any **claim**, **loss**, or **investigation** caused by

- 1 a **cyber attack**
- 2 use of, inability to use or partial or total unavailability or failure of any **computer system** provided the **computer system** is owned or controlled by **you** or any party acting on **your** behalf
- 3 any failure or interruption of service provided
  - a to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider or cloud provider but not including the hosting of hardware or software owned by **you**
  - b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.

### Defective workmanship exclusion

Any contractual liability or other wrongful acts **claim** caused by **your** actual or alleged defective workmanship.



### Deliberate or dishonest acts exclusion

**We** will not cover any **claim, loss** or **investigation** caused by

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person** acting for **you**.

This exclusion does not apply to any regulatory self reporting.

- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs other than a **claim** under the **Employee dishonesty cover** or **Third party electronic funds transfer cover**.

- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

### Employment exclusion

**We** will not cover any **claim, loss** or **investigation** caused by any **employment practice claim**.

### Employee dishonesty, telephone fraud, third party and forgery fraud and third party funds transfer exclusions

**We** will not cover any **claim, loss** or **investigation** caused by employee dishonesty or third party funds transfer in relation to

- 1 any accounting or arithmetical error, omission or unexplained shortage
- 2 any default on a credit or other loan agreement
- 3 any loss of interest, loss of profit or any other indirect financial loss.

**We** will also not cover **your** costs of establishing the amount of **your** direct financial loss.

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

**We** will not cover any **claim, loss** or **investigation** for **your** failure to fund any pension, share ownership employee benefit or any other similar scheme.

### Products liability exclusion

**We** will not cover any **claim, loss** or **investigation** caused by the sale, manufacture, installation or supply of any of **your products**.

This exclusion does not apply to any **Investigation costs cover** or criminal or regulatory proceeding.

### Virus exclusion

**We** will not cover any **claim, loss** or **investigation** caused by the transmission or receipt of a **virus or similar mechanism**.

## Section condition

### Other insurance contribution condition

Cover under this section will apply solely in excess of any more specific insurance.

### Severability condition

Only statements made (whether in the proposal or otherwise) and information possessed by any Finance Director, Chief Executive, Human Resources Director, Managing Director or Chairman of the Company or any other person authorised by **you** to make statements or complete the proposal will be applied to **you** in determining whether cover applies under **your policy**.

# Making a complaint

We aim to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. If your complaint relates to a claim on your policy, please contact the department dealing with your claim using the contact details available in your claim documentation. If your complaint relates to anything else, please contact your insurance adviser or AXA office where your policy was purchased.

Alternatively, you can write to us at

When you make contact please tell us the following information

- Name, address and postcode, telephone number and email address (if you have one).
- Your policy or claim number and the type of policy you hold.
- The name of your insurance adviser (if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

### AXA Insurance complaints:



AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD



Email: **commercial  
complaints.ins@  
axa-insurance.  
co.uk**

## Our promise to you

We will

- acknowledge written complaints promptly.
- investigate **your** complaint quickly and thoroughly.
- keep **you** informed of progress of **your** complaint.
- do everything possible to resolve **your** complaint.
- provide a response within eight weeks of receiving **your** complaint, informing **you** of the results of **our** investigations or explain why this isn't possible.
- learn from **our** mistakes.
- use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

## Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

**You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. This does not affect **your** right to take legal action.

### The Financial Ombudsman Service



Financial Ombudsman  
Service  
Exchange Tower  
London  
E14 9SR



Tel:  
**0800 023 4567\***  
or **0300 123 9123\*\***



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

Website:  
**www.financial-  
ombudsman.org.uk**

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).



**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact your insurance adviser.

**[www.axa.co.uk](http://www.axa.co.uk)**

Arranged by



Iveco House  
The Junction  
Station Road  
Watford WD17 1ET

Touchstone Underwriting is a trading name of Touchstone Underwriting Limited Authorised and regulated by the Financial Conduct Authority.  
Registered in England No.02264985  
Part of the Seventeen Group Limited of Companies