



ARCH KEYSTONE MANAGEMENT LIABILITY INSURANCE POLICY

Contents

1.	Management Liability and Company Reimbursement Coverage Section	Page 2
2.	Corporate Legal Liability Coverage Section	Page 14
3.	Corporate Employment Practice Liability Coverage Section	Page 20
4.	Employee Dishonesty Coverage Section	Page 24
5.	General Conditions	Page 27
6.	About Arch	Page 32

Notice

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FOR WRONGFUL ACTS FIRST MADE AGAINST THE INSURED DURING THE PERIOD OF INSURANCE, OR IF APPLICABLE THE DISCOVERY PERIOD. THE LIMIT OF INDEMNITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY THE PAYMENT OF COSTS AND EXPENSES AND INVESTIGATION COSTS. COSTS AND EXPENSES AND INVESTIGATION COSTS WILL BE APPLIED AGAINST THE RETENTION (IF ANY).

ARCH INSURANCE (EUROPE) LIMITED HAS NO DUTY UNDER THE POLICY TO DEFEND ANY INSURED.



Arch Keystone Management Liability Insurance Policy

Section 1 – Management Liability & Company Reimbursement Insurance Cover Section

In consideration of the payment of the premium and subject to all terms, conditions and limitations of this Policy, the **Insurers** agree with the **Insured** as follows:

1.1 Insurance Clauses

- a) To pay on behalf of any **Director** or **Officer** his **Loss** arising from any **Claim** first made against him/her during the **Period of Insurance** except where the **Company** has paid such **Loss**;
- b) To pay on behalf of the **Company** the **Loss** of a **Director** or **Officer** arising from any **Claim** first made against him/her during the **Period of Insurance**, when and to the extent that the **Company** has indemnified such **Director** or **Officer**;
- c) To pay on behalf of any **Director** or **Officer** his **Loss** arising from any **Investigation** within the **Period of Insurance** except where the **Company** has paid such **Loss**;
- d) To pay on behalf of the **Company** the **Loss** of a **Director** or **Officer** arising from any **Investigation** within the **Period of Insurance**, when and to the extent that the **Company** has indemnified such **Director** or **Officer**;
- e) To pay on behalf of any **Outside Entity Director** his **Loss** arising from any **Claim** first made against him during the **Period of Insurance**.

1.2 Extensions

a) Emergency Costs and Expenses

If the **Insurers'** prior written consent cannot reasonably be obtained before **Costs and Expenses** are incurred, the **Insurers** shall approve such costs and expenses up to 10% of the Limit of Indemnity retrospectively as if prior written consent had been obtained.

b) Bribery

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (viii) of the Schedule, the reasonable and necessary fees and expenses incurred by an **Insured Person** in their capacity as such, or which is paid by the **Insured** on their behalf, with respect to any **Bribery Offence** first occurring during the **Period of Insurance**.

c) Court Compensation Costs and Expenses

The **Insurers** shall pay the **Insured Person** a rate of GBP 250 per day for each day that an **Insured Person's** attendance is required at court in connection with any **Claim** or **Investigation**.

d) Mitigation of Loss

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (ix) of the Schedule, the reasonable and necessary professional fees and expenses incurred by the **Insured Person** in the mitigation or prevention of a potential **Claim** and with the **Insurers'** express prior written consent (not to be unreasonably withheld or delayed).

e) **Extradition Proceedings**

The **Insurers** shall pay the reasonable and necessary fees and expenses incurred by an **Insured Person** with respect to any **Extradition Proceeding**.

f) **Assets and Liberty Costs**

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (x) of the Schedule, the reasonable and necessary fees and expenses incurred by an **Insured Person** with the **Insurers'** prior written consent (not to be unreasonably withheld or delayed) in seeking the discharge or revocation of an interim or temporary order of a competent court, arising from an **Asset or Liberty Proceeding** first made during the **Period of Insurance**, which;

- i) freezes his rights of ownership of real or personal property;
- ii) puts in place a charge over his real or personal property;
- iii) disqualifies him from being a director or officer of the **Company** or any company;
- iv) restricts his liberty to a specified residence or facility; and/or
- v) orders his deportation from any country in the world where he had valid immigration status which has been revoked for any reason other than a conviction for a criminal offence;

g) **Bail Bond and Civil Bond Expenses**

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (vi) of the Schedule, **Costs and Expenses** including the reasonable and necessary premium paid (but not provide any required collateral) for insurance instruments for appeal, bail or similar bonds arising from any **Claim**.

h) **Damage to Reputation - Public Reputation Costs**

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (v) of the Schedule, public relations costs to mitigate any potential damage to the reputation of an **Insured Person** who has successfully defeated a **Claim** and has been exonerated from any fault.

i) **Discovery Period**

If the **Company** shown in Item 1 of the Schedule refuses to renew this Policy, it may purchase the **Discovery Period** stated in Item 10 (a) of the Schedule.

If the **Insurers** refuse to renew this Policy, the **Company** shown in Item 1 of the Schedule or an **Insured Person** may purchase the **Discovery Period** stated in Item 10 (b) of the Schedule.

The **Discovery Period** may be purchased provided that this Policy is not replaced by any broadly equivalent insurance; and

- i) the **Company** shown in Item 1 of the Schedule shall within thirty (30) days after the **Period of Insurance** give notice in writing to **Insurers** and shall pay the additional premium specified in the Schedule within thirty (30) days after the **Period of Insurance**;
- ii) the right to a **Discovery Period** is not exercisable on or after the **Takeover** or **Merger** of the **Company** or on or after the appointment of any liquidator, provisional liquidator, administrator or receiver of the **Company** or where the Policy is cancelled by **Insurers** for non payment of premium;
- iii) the **Limit of Indemnity** shall not in any way be increased by virtue of the **Discovery Period**.

The **Discovery Period** shall only apply to:

- (a) any **Claim** first made against the **Insured Person** before or during the **Discovery Period**, but only in respect of **Wrongful Acts** prior to expiry of the **Period of Insurance**.
- (b) any **Investigation** first commenced before or during the **Discovery Period**, but only in respect of actual or alleged conduct undertaken prior to expiry of the **Period of Insurance**.

The **Insurer's** offer of renewal terms, conditions, limits of indemnity or premium different from those of the expiring policy shall not constitute a refusal to renew.

j) **Retired Directors**

In the event that either the **Insurers** or the **Insured** do not renew this Policy any **Retired Director** or **Retired Officer** shall have the right to a **Discovery Period** of 120 months for no additional premium in respect of any **Wrongful Act** during or prior to the expiry of the **Period of Insurance**, provided that this policy is not replaced by any broadly equivalent insurance and the **Limit of Indemnity** shall not in any way be increased by virtue of the **Discovery Period**.

k) **New Subsidiaries**

In the event a company that is not domiciled or incorporated or listed in the United States of America, its territories or possessions, is acquired or created by the **Company** after inception of this Policy and whose total assets are less than the Acquisition Limit stated in Item 9 of the Schedule, it shall nevertheless constitute a **Subsidiary** if the **Company**:

i) controls the composition of the board of directors, or

ii) controls more than half of the voting power, or

iii) holds more than half of the issued share capital;

and this Policy shall apply only in respect of **Wrongful Acts** of its **Directors** or **Officers** or circumstances that become the subject of an **Investigation**, while a **Subsidiary**.

This extension shall automatically extend to include such **Subsidiary** without notice to **Insurers** or additional premium being payable.

Any **Subsidiary** acquired during the **Period of Insurance** and not covered above shall automatically be covered under this extension for a period of 45 days from the date of acquisition but only in respect of **Wrongful Acts** after such entity becomes a **Subsidiary**.

With the written agreement of **Insurers** and subject to any additional premium, amended terms and conditions, this extension may include such **Subsidiary** beyond 45 days, but only in respect of **Wrongful Acts** after such entity becomes a **Subsidiary**.

l) **Spouses/Estates**

The **Insurers** shall indemnify:

i) the **Insured Person's** lawful spouse in respect of enforcement proceedings brought against him or her to enforce a court judgment against the **Insured Person** provided such judgment constitutes **Loss** and arises from a **Claim**;

ii) in the event of his death, incompetency or bankruptcy, the **Insured Person's** estate, heirs, legal representatives or assigns in respect of **Loss** which arises from a **Claim**;

provided the **Insured Person** would have been entitled to an indemnity for such **Loss** hereunder.

m) **Avoidance Waiver**

The **Insurers** waive any right they may have to avoid or rescind any **Insured Person's** interest in this Policy for material misrepresentation or non-disclosure where such misrepresentation or non-disclosure was free from any dishonest intent, provided that:

i) the **Insured** are able to establish to the satisfaction of **Insurers** that such non-disclosure or misrepresentation was innocent and free from any dishonest intent ; and

ii) **Insurers** shall be entitled to amend the terms, conditions and premium for this Policy upon review of any information that has not (but should have) been disclosed to the **Insurers** or upon re-review of any information that has been misrepresented to the **Insurers**.

n) **Health and Safety/Manslaughter**

Notwithstanding Exclusion 1.4 a) the **Insurers** shall pay an **Insured Person's Costs and Expenses** arising from a **Health and Safety/Manslaughter Claim** (or equivalent legislation in any other jurisdiction) against an **Insured Person** for a **Wrongful Act**.

o) Mergers and Takeovers Run-Off

In the event of a **Transaction** taking place, the **Insurers** may extend this Policy Section to include **Claims** first made or **Investigations** first commenced against an **Insured Person** for matters occurring prior to the effective date of the **Transaction** within a period of 72 months from the expiry date of the **Period of Insurance**. Such extension is subject to additional terms, conditions and premium as the **Insurers** may require.

p) Tax Extension

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (ii) of the Schedule, an **Insured Person's Loss** arising from a **Claim** they are personally liable, for the **Company's** unpaid tax liability where the **Company** has become insolvent.

q) Civil Fines and Penalties

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (iii) of the Schedule, civil fines and penalties imposed by law, unless deemed uninsurable under the law governing this Policy or law governing the agency imposing the civil fine or penalty.

r) Deprivation of Assets Expenses

The **Insurers** shall pay for a covered **Claim** or **Investigation**, up to the sub-limit stated in Item 5.1 (vii) of the Schedule, the following services directly to the provider of such services in the event of an interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **Insured Person** or creating a charge over real property or personal assets of the **Insured Person** during the **Period of Insurance**.

- i) Schooling;
- ii) Housing;
- iii) Utilities;
- iv) Personal Insurances

Such expenses will only be payable provided that a personal allowance has been directed by the court to meet such payments and such personal allowance has been exhausted.

Such expenses will be payable after 30 days following the event above for a period of up to 12 months.

s) Pre-Investigation Costs

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (iv) of the Schedule, the reasonable and necessary professional fees and expenses incurred by each **Insured Person** (but not including any remuneration of any **Insured Person**) incurred directly with respect to:

- i) any **Pre-Investigation**; and
- ii) preparing any written notice or reports to any official body in connection with any **Pre-Investigation**.

t) Reinstatement of Limit for Directors and Officers

- i) If the **Limit of Indemnity** as specified in Item 5.1 of the Schedule is exhausted by the payment of **Loss**, the **Insurer** agrees that such **Limit of Indemnity** will be reinstated for any **Loss** of a **Director or Officer** without the payment of any additional premium.

The reinstated limit will not apply to **Loss** in connection with a **Claim** or circumstance which is related, within the meaning of clause 5.5, to any **Claim** for which the **Insurer** has made any payment of **Loss** under this Policy.

The reinstated limit will be available only as excess of all other valid and collectable directors and officers liability insurance, whether specifically written as excess over the **Limit of Indemnity** of this Policy or

otherwise, but will be available prior to any similar reinstatement provision contained in any insurance specifically excess of this Policy.

- ii) If both the **Limit of Indemnity** and the reinstated **Limit of Indemnity** pursuant to clause t i) above (Reinstatement of Limit) are both exhausted due to payment of **Loss** by the **Insurer**, the **Limit of Indemnity** will be reinstated for a second time for any **Loss** of a **Director or Officer** of the **Company** without the payment of any additional premium.

The reinstated limit will not apply to **Loss** in connection with a **Claim** or circumstance which is related, within the meaning of clause 5.5, to any **Claim** for which the **Insurer** has made any payment of **Loss** under this Policy.

The second reinstated limit will be available only as excess of all other valid and collectable directors and officers liability insurance, whether specifically written as excess over the **Limit of Indemnity** of this Policy or otherwise, but will be available prior to any similar second reinstatement provision contained in any insurance specifically excess of this Policy.

u) **Cyber Privacy and Confidentiality**

The **Insurers** shall pay, up to the sub-limit stated in Item 5.1 (xi) of the Schedule, all **Loss** resulting from a **Claim** against an **Insured Person** as a direct result of;

- i) any invasion, infringement or interference with any right to privacy, including and disclosure of **Data** which amounts to a breach of the relevant legislation;
- ii) any unauthorised disclosure or use of any **Confidential Information** in **Data** form which is subject to statutory restriction on disclosure or use.

1.3 Definitions

- a) "**Asset or Liberty Proceeding**" means any proceeding made against an **Insured Person** in his capacity as such, as a result of which an order of the type referred to in Extensions 1.2 (r) may be made
- b) "**Bribery Offence**" means any actual or alleged offence as provided for in the Bribery Act 2010.
- c) "**Claim**" means:
 - i) any written demand or claim form, writ, summons, arbitration proceeding or other civil application of any description whatsoever including any cross-claim or counter claim, for a **Wrongful Act**;
 - ii) any regulatory or criminal proceeding, for a **Wrongful Act**;
 - iii) a **Bribery Offence**;
 - iv) an **Extradition Proceeding**;
 - v) an **Asset and Liberty Proceeding**;
 - vi) a **Health and Safety/Manslaughter Claim**

first made during the **Policy Period** or **Discovery Period**, if applicable, against an **Insured Person**.

- d) "**Company**" means the Company stated in Item 1 of the Schedule and includes all **Subsidiaries**.
- e) "**Confidential Information**" means all information intended by the **Company** to remain confidential which is available to its **Directors or Officers**. **Confidential Information** shall not include any information that is or becomes generally available to the public (other than as a result of its unauthorised disclosure) or was available to a recipient on a non-confidential basis prior to disclosure by the **Company**, or was lawfully in the possession of the recipient before the information was disclosed to it; or the relevant parties agree in writing it is not confidential or may be disclosed, or is developed by or for the recipient independently of the information disclosed, or is trivial, obvious or of no use.
- f) "**Costs and Expenses**" means the reasonable and necessary fees and expenses incurred by any **Insured Person** with the **Insurers'** prior written consent (such consent not be unreasonably withheld or delayed) resulting solely from the

participation in an **Investigation** and/or the defence and/or monitoring and/or settlement of any **Claim** and appeals therefrom.

Costs and Expenses does not include salaries, commissions, expenses or other benefits of any **Insured Person**.

- g) "**Data**" means machine-readable information in digital format (excluding software), irrespective of the way it is used or rendered, including but not limited to text, voice recordings and images.
- h) "**Director**" and/or "**Officer**" means:
- i) any natural person who is, was or during the **Period of Insurance** becomes a director or officer of the **Company** including a shadow director (as defined in section 251 Companies Act 2006, or such equivalent in the relevant jurisdiction) and any natural person who is construed to be a director or officer within the meaning of any applicable law or regulation governing such matters; and
 - ii) any natural person who is, was or during the **Period of Insurance** becomes a managerial or supervisory employee of the **Company**.
- i) "**Discovery Period**" means the periods stated in Item 10 of the Schedule from the date on which the **Period of Insurance** expires.
- j) "**Employee**" means any natural person who is a full-time, part-time, seasonal or temporary worker of the **Company** who works under a contract of service with the **Company**, whom such **Company** has the right to govern and direct in the performance of such services, and whom the **Company** compensates by way of salary, wages and/or commissions.

Employee does not include any person who is not on the **Company's** payroll.

- k) "**Employment Wrongful Act(s)**" means any actual or alleged violation of employment laws or any other legal provisions relating to an individual's actual or prospective employment relationship with the **Company**, or any harassment of or discrimination against any natural person third party who is not an employee.
- l) "**Extradition Proceeding**" means a proceeding against an **Insured Person** in his capacity as such pursuant to the United Kingdom Extradition Act 2003 or such equivalent in any other jurisdiction, including all appeals whether in the same or separate proceedings.

A **Wrongful Act** is not required for cover for an **Extradition Proceeding**.

- m) "**Health and Safety/Manslaughter Claim**" means a proceeding against an **Insured Person** alleging involuntary, constructive or gross negligence manslaughter or any **Claim** under the provisions of the Health and Safety at Work Act 1974 or under the provisions of the Corporate Manslaughter and Corporate Homicide Act 2007.
- n) "**Insured(s)**" means (i) all or any **Insured Persons**; and (ii) the **Company**.
- o) "**Insured Person(s)**" means a natural person who was, now or becomes during the Period of Insurance:
- i) a **Director or Officer**;
 - ii) a shadow director;
 - iii) a de facto director;
 - iv) an **Outside Entity Director**;
 - v) an **Employee**;
 - vi) the estate, heir or legal representative of a deceased **Director or Officer** or **Employee**;
 - vii) the legal representative of a **Director or Officer** or **Employee** in the event of the incapacity, insolvency or bankruptcy of such **Director or Officer** or **Employee**;
 - viii) management committee member, member of a supervisory or management board, but only when and to the extent that such **Insured Person** is acting for and on behalf of the **Company** in any of the capacities referred to above.

- ix) any lawful spouse or domestic partner of a **Director or Officer or Employee**, but only where the **Claim** results from the **Wrongful Act** of such **Director or Officer or Employee** and only when and to the extent that such **Director or Officer or Employee** is acting for and on behalf of the **Company** in that capacity.

Insured Person does not include an external auditor.

- p) "**Insurer(s)**" means Arch Insurance Company (Europe) Limited.
This definition shall apply to all Coverage Sections of this Policy.
- q) "**Investigation(s)**" means any formal or official hearing, investigation or inquiry into the affairs of the **Company**, or into the conduct of a **Director or Officer** in his capacity as such by a regulator, governmental body or third party with legal rights to do so, once the **Director or Officer** has received a written request to attend a meeting or provide information during the **Period of Insurance or Discovery Period**.
- r) "**Limit of Indemnity**" means the amount stated in Item 5.1 of the Schedule.
- s) "**Loss**" means any amount which an **Insured Person** is legally and personally obligated to pay including but not limited to;
- i) damages or costs awarded against the **Insured Person(s)** by a competent court or tribunal, including aggravated, punitive or exemplary damages where insurance against liability to pay such damages is lawful under the laws of the territory in which the award was made;
 - ii) settlements entered into by the **Insured Person(s)** in respect of his liability for damages with the **Insurers'** prior written consent (such consent not to be unreasonably withheld or delayed);
 - iii) **Costs and Expenses;**
 - iv) **Emergency Costs and Expenses;**
 - v) **Assets and Liberty Costs and Expenses;**
 - vi) **Pre-Investigation Costs and Expenses;**
 - vii) **Deprivation of Assets Costs and Expenses;**
 - viii) **Bail Bond and Civil Costs and Expenses;**
 - ix) **Public Reputation Costs and Expenses;**
 - x) **Civil fines and Penalties;**
 - xi) **Bribery Offence Costs and Expenses;**
 - xii) **Court Compensation Costs and Expenses;**
 - xiii) **Extradition Proceedings Costs and Expenses;**
 - xiv) **Mitigation of Loss Costs and Expenses;**
 - xv) **Health and Safety/Manslaughter Claim Costs and Expenses;**
 - xvi) **Tax;**
 - xvii) **Cyber Privacy and Confidentiality.**

"Loss" does not include;

- i) any obligation to repay any monies wrongfully received by the **Insured(s)** or any criminal fines or penalties; or
- ii) taxes except as provided under Extension 1.2 p); or
- iii) any **Costs or Expenses** incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralising, detoxifying or assessing the effects of **Pollution** or restoring natural resources or property to their original state; or
- iv) any remuneration of any **Director or Officer or Employee** of the **Company**; or
- v) any matter not insurable.

Notwithstanding iii) above, the **Insurers** shall pay up to the sub-limit stated in Item 5.1 (i) of the Schedule, indemnifiable **Pollution Costs and Expenses** outside the U.S.A

- t) "**Merger**" means the combination of two or more entities such that none of them:
 - i) controls the composition of the board or directors, or
 - ii) controls more than half of the voting power, or
 - iii) holds more than half of the issued share capital
- u) "**Non-Indemnifiable Loss**" means **Loss** where a **Company** is unable to indemnify an **Insured Person** due to:
 - i) legal prohibition, or
 - ii) a prohibition in the Articles of Association, charter, bylaws, contract or similar documents of such **Company**; or
 - iii) insolvency under section 123 of the Insolvency Act 1986 or the equivalent law in any other jurisdiction
- v) "**Outside Entity**" means any entity other than the **Company** that:
 - i) is not domiciled in the United States of America, its territories or possessions, or does not have any securities listed on an exchange in the United States of America; and
 - ii) is not a bank, investment company, investment adviser/manager, hedge or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar entity providing financial services.
- w) "**Outside Entity Director**" means any **Director** or **Officer** who at the specific request of the **Company** becomes a director or officer of an **Outside Entity**.
- x) "**Period of Insurance**" means the period stated in Item 4 of the Schedule.
- y) "**Pollution**" means the discharge, dispersal, release or escape of any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the Pollution Prevention and Control Act 1999, the Pollution Prevention and Control (England and Wales) Regulations 2000 as may be amended from time to time and any equivalent EU or US equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, or thermal irritants, contaminants or smoke, vapours, soot, dust, fibres, fungi, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed), asbestos or asbestos product, noise, odour and any electric, magnetic or electromagnetic field. **Pollution** also includes ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- z) "**Pre-Investigation**" means
- i) a raid or on-site visit to any **Insured** by an official body, established under statute, first occurring during the **Period of Insurance** that involves the production, review, copying or confiscation of records or interviews of any **Insured Person**; or
 - ii) any formal notification by any **Insured** or an **Insured Person** to an official body, established under statute, first given during the **Period of Insurance** where the **Insured** or **Insured Person** reasonably considers that:
 - A) a material breach of the **Insured's** legal or regulatory duty has occurred, may have occurred or may occur in the foreseeable future; or
 - B) an event has occurred which the **Insured** or **Insured Person** reasonably considers is an event of which the official body expects notice as set out in the official body's rules and regulations.
 - iii) an internal inquiry conducted by the **Insured** if and to the extent such an inquiry is requested by such regulator, following a formal notification given in ii) above.
- aa) "**Retired Director**" or "**Retired Officer**" means any **Director** or **Officer** (other than one who has been disqualified from holding office as a company director) voluntarily retires or ceases to act in the capacity of an **Insured Person** during the **Period of Insurance**.
- bb) "**Security**" or "**Securities**" means any security representing debt of or equity interests in the **Company**.
- cc) "**Subsidiary**" means:
- i) any company in respect of which the **Company** (either directly or indirectly through one or more of its **Subsidiaries**) on or before the inception date of this Policy:
 - A) controls the composition of the board of directors, or
 - B) controls more than half of the voting power, or
 - C) holds more than half of the issued share capital;

provided that this Policy shall only apply in respect of a **Wrongful Act** by any **Director** or **Officer** of such company or circumstance giving rise to an **Investigation**, while a **Subsidiary**;
 - ii) any other company specifically named in the Schedule or in any endorsement to this Policy as a subsidiary.
- Subsidiary** excludes any entity which has all or any part of its **Securities** listed on any stock exchange
- dd) "**Transaction**" means a **Merger or Takeover** or an event as a result of which another entity:
- i) controls the composition of the board of directors, or
 - ii) controls more than half of the voting power, or
 - iii) holds more than half of the issued share capital
- of the company shown in Item 1 of the Schedule.
- A **Transaction** shall also deem to have occurred if the company shown in Item 1 of the Schedule merges with or consolidates into any other entity or lists its **Securities** on any stock exchange.
- ee) "**Wrongful Act(s)**" means any actual or alleged, libel, slander, breach of trust, error, omission, misrepresentation, misstatement, misleading statement, neglect or breach of duty, breach of fiduciary duty, breach of warranty of authority or any other matter claimed against an **Insured Person** by reason of their acting in the capacity of an **Insured Person**, and an **Employment Wrongful Act**.
- Related or continuous or repeated or causally-connected **Wrongful Acts** shall constitute a single **Wrongful Act**.

1.4 Exclusions

The **Insurers** shall have no liability to make any payment for **Loss** for any **Claim, Investigation** or any other insured event:

a) **Bodily Injury or Property Damage**

for any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof, provided that this exclusion shall not apply to:

- i) a **Claim** against a **Director** or **Officer** by an employee of the **Company** alleging emotional distress caused by a **Wrongful Act** relating to that employee's contract of employment; or
- ii) a criminal prosecution of any **Insured Person** for manslaughter in relation to the business of the **Company** (or **Outside Entity**); or
- iii) a **Non-Indemnifiable Loss**.

b) **Conduct**

based upon, arising from, attributable to or consequent upon:

- i) the dishonesty, fraud or deliberately criminal conduct of the **Insured**, or
- ii) the gaining of a profit or advantage to which the **Insured** was not legally entitled

provided that this exclusion shall only apply to an **Insured** who has been found by a court or other judicial panel to have committed such conduct.

c) **Pension Schemes**

based upon, arising out of, resulting from or in consequence of, or in any way involving any pension or superannuation scheme or programme.

d) **Prior and Pending Claims**

based upon or in any way involving allegations made or any facts in issue or any pending or prior litigation as at the Pending and Prior Date stated in Item 8 of the Schedule or arising out of the same or substantially the same facts, circumstances or situations;

For the purposes of this exclusion "litigation" shall mean any civil, administrative, regulatory or criminal proceedings or any investigation, examination, inquiry or disciplinary proceedings, including any correspondence prior to any such proceedings, involving any **Insured**.

e) **Claims Notified Under Previous Insurance**

based upon, attributable to or arising out of any circumstance notified under any insurance in force prior to the inception date of this Policy or which should have been so notified.

f) **Offering Exclusion**

based upon, arising out of, resulting from or in consequence of any public offering of any **Securities** during the **Period of Insurance**, or any proposed private or public offering of **Securities** in the U.S.A. or Canada.

g) **Covered under any other Section Exclusion**

for which coverage is provided under any other Coverage Section or would be but for the exhaustion of its **Limit of Indemnity**.

1.5 Limit and Retention

- a) Except where provided pursuant to Extension 1.2 t) the **Insurers'** total aggregate liability under this Coverage Section including any endorsements to this Coverage Section (inclusive of **Costs and Expenses**) shall not exceed the **Limit of Indemnity** stated in Item 5.1 of the Schedule, irrespective of the number of **Claims** made and the number of **Insured Persons** against whom such **Claims** may be made, except only to the extent Extension 1.2 t) applies.
- b) The **Insurers** shall only be liable for **Loss** in excess of the Retentions (if any) stated in Item 6.1 of the Schedule applicable to each Insurance Clause which Retentions apply to each and every **Loss** for each individual **Insured Person** subject to the aggregate (if any) stated in the Schedule. Such Retentions include all **Costs and Expenses** and are to be borne by the **Insured Person** or the **Company** (as the case may be) and are not to be insured.
- c) If indemnity by the **Company** is permitted by applicable law the Retention applicable to Insurance Clause 1.1(b) and 1.1(d) shall apply as if indemnity had been provided to the fullest extent permitted, regardless of whether or not indemnity is actually made, unless the **Company** is unable to make indemnity solely by reason of its insolvency. Where the **Company** is permitted to indemnify and does not do so for reasons other than its insolvency, the **Insurers** shall pay **Loss** on behalf of any **Director** or **Officer** without regard to the Retention, but the **Company** shall reimburse **Insurers** for such amounts up to the Retention stated in the Schedule upon demand.
- d) Any sub-limit specified in this Coverage Section shall be the **Insurer's** maximum aggregate liability under such sub-limit irrespective of the number of claims under this Coverage Section, the amount claimed or the number of **Insured Persons** who claim. Any sub-limit shall be part of and not in addition to the **Limit of Indemnity** shown in Item 5.1 of the Schedule.

1.6 Allocation

If a **Claim** is made both against any **Director** or **Officer** and against the **Company** (or otherwise against any **Insured Person** and any other persons not insured under this coverage section) the **Insurers** shall pay only **Loss** sustained by such **Insured Person**.

In respect of **Costs and Expenses** incurred on behalf of both the **Insured Person** and the **Company** (or any other person not insured under this coverage section), the **Insurers** shall pay only such proportion of such **Costs and Expenses** as is reasonable having regard to such **Insured Person's** reasonable potential liability for the **Claim**.

In respect of any liability for **Loss** (excluding **Costs and Expenses**) under any settlement the **Insurers** shall pay only such amount as may be just and equitable having regard to the **Insured Person's** responsibility for the same.

The **Company** and any **Insured Person** and the **Insurers** shall use their best efforts to determine a fair and proper allocation of **Loss** as between the **Company** and such **Insured Person** and the **Insurers**, but in default of agreement the **Insurers** shall pay sums that they state are fair and proper until such time as a Queen's Counsel determines allocation on the principles set out in this condition. The Queen's Counsel is to be mutually agreed upon by the **Insured Person**, the **Company** and the **Insurers** or, in default of agreement, to be appointed by the President for the time being of the Law Society of England and Wales.

1.7 Order of payments

The **Insurers** will pay **Loss** in the order it is presented to the **Insurers** and, as between different **Insureds**, on a "first come first served" basis. If it becomes apparent to the **Insurers** in its absolute discretion that the **Limit of Indemnity** will not be sufficient to cover all expected **Loss** then, still on a "first come first served" basis as between different **Insureds**, the **Insurer** will pay it in the following order:

- i) first, **Loss** in respect of which the **Company** has no obligation to indemnify the **Insured Person**;
- ii) second, **Loss** for which the **Company** has a legal obligation to indemnify the **Insured Person**.

Notwithstanding the above, the **Insurers** shall have no liability to any **Insured** in connection with the order in which it makes payments, or to any **Insured** in connection with payments it has made to any other **Insured**.

1.8 Corporate Transactions

- a) In the event of the **Takeover** or **Merger** of the **Company** the Policy shall automatically be amended so that it shall apply only to **Wrongful Acts** committed or alleged to have been committed prior to the date of the **Takeover** or **Merger**.
- b) In the event of any **Subsidiary** ceasing during the **Period of Insurance** to be a **Subsidiary**, the Policy shall automatically be amended so that it shall apply only to **Wrongful Acts** committed or alleged to have been committed by any **Director** or **Officer** of that **Subsidiary** when it was a **Subsidiary**.

Section 2 – Corporate Legal Liability Cover Section

In consideration of the payment of the premium subject to all terms, conditions and limitations of this Policy the **Insurers** agree with the **Insured** as follows:

2.1 Insurance Clause

To pay on behalf of the **Company** all **Loss** arising from any **Claim** first made during the **Period of Insurance** against the **Company**.

2.2 Extensions

a) Emergency Costs and Expenses

If the **Insurers'** prior written consent cannot reasonably be obtained before **Costs and Expenses** are incurred, the **Insurers** shall approve such costs and expenses up to 10% of the Limit of Indemnity retrospectively as if prior written consent had been obtained.

b) Bribery

The **Insurers** shall pay, up to the sub-limit stated in Item 5.2 (viii) of the Schedule, the reasonable and necessary fees and expenses incurred by the **Company** with respect to any **Bribery Offence** first occurring during the **Period of Insurance**.

c) Court Compensation Costs and Expenses

The **Insurers** shall pay the **Insured Person** a rate of GBP 250 per day for each day that an **Insured Person's** attendance is required at court in connection with any **Claim** or **Investigation**. The sub-limit of indemnity for all payments under this extension is stated in Item 5.2 (ii) of the Schedule.

d) Regulatory Crisis Response

The **Insurers** shall pay, up to the sub-limit stated in Item 5.2 (iv) of the Schedule, the reasonable and necessary professional fees and expenses (excluding salaries, commissions, expenses or other benefits of any **Insured Person** or employee of the **Company**) incurred by the **Company** in dealing with any **Regulatory Crisis Event** first occurring during the **Period of Insurance**.

e) Mitigation of Loss

The **Insurers** shall pay, up to the sub-limit stated in Item 5.2 (vi) of the Schedule, the reasonable and necessary professional fees and expenses incurred by the **Company** in the mitigation or prevention of a potential **Claim** and with the **Insurers'** express prior written consent (not to be unreasonably withheld or delayed).

f) Pension Administration Cover

The **Insurers** shall pay up to the sub-limit stated in Item 5.2 (ix) of the Schedule, the reasonable and necessary fees and expenses incurred by the **Company** resulting from any **Claim** made against them in connection with the operation, administration or sponsorship of any pension or **Employee Benefit Scheme**.

g) Damage to Reputation - Public Reputation Costs

The **Insurers** shall pay, up to the sub-limit stated in Item 5.2 (v) of the Schedule, public relations costs to mitigate any potential damage to the reputation of the **Company** who has successfully defeated a **Claim** and has been exonerated from any fault, incurred in the aggregate for any one **Claim**.

h) Health and Safety/Manslaughter

Notwithstanding Exclusion 2.4 (a) the **Insurers** shall pay any **Company's Costs and Expenses** in respect of an **Investigation** arising from a **Health and Safety/Manslaughter Claim** against any **Company**.

i) **Identity Fraud**

If any party other than any **Insured Person** enters into any agreement with any third party entity fraudulently representing themselves as the **Company**, the **Insurers** shall pay up to the sub-limit stated in Item 5.2 (vii) of the Schedule, the reasonable and necessary **Costs and Expenses** incurred by the **Company** in establishing that such fraudulent misrepresentation has occurred, should the third party entity seek to enforce such agreement against the **Company**.

j) **Cyber Privacy and Confidentiality**

The **Insurers** shall pay, up to the sub-limit stated in Item 5.2 (x) of the Schedule, all **Loss** resulting from a **Claim** against the **Company** as a direct result of;

- i) any invasion, infringement or interference with any right to privacy, including and disclosure of Data which amounts to a breach of the relevant legislation;
- ii) any unauthorised disclosure or use of any Confidential Information in Data form which is subject to statutory restriction on disclosure or use.

2.3 Definitions

a) "**Claim**" means:

- i) any written demand or claim form, writ, summons, arbitration proceeding or other civil application of any description whatsoever including any cross-claim or counter claim, for a **Wrongful Act**;
- ii) any regulatory or criminal proceeding, for a **Wrongful Act**;
- iii) any **Health and Safety/Manslaughter Claim**;
- iv) a **Bribery Offence**;
- v) an **Identity Fraud Claim**.
- vi) an **Investigation**.

first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Company**.

b) "**Company**" means the Company stated in Item 1 of the Schedule and includes all **Subsidiaries**.c) "**Costs and Expenses**" means the reasonable and necessary fees and expenses incurred by any **Company** with the **Insurers'** prior written consent (such consent not be unreasonably withheld or delayed) resulting solely from the participation in an **Investigation** and/or the defence and/or monitoring and/or settlement of any **Claim** and appeals therefrom.

Costs and Expenses does not include salaries, commissions, expenses or other benefits of any **Insured Person**.

d) "**Employee**" means any natural person who is a full-time, part-time, seasonal or temporary worker of the **Company** who works under a contract of service with the **Company**, whom such **Company** has the right to govern and direct in the performance of such services, and whom the **Company** compensates by way of salary, wages and/or commissions.

Employee does not include any person who is not on the **Company's** payroll.

e) "**Employment-Related Benefits**" means perquisites, fringe benefits, health benefits, permanent health insurance benefits, amounts due or payments made in connection with an **Employee** benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, incentives or deferred compensation and any other obligation or payment other than basis remuneration made to or for the benefit of an **Insured Person**.f) "**Employment Wrongful Act(s)**" means any actual or alleged violation of employment laws or any other legal provisions relating to an individual's actual or prospective employment relationship with the **Company**, or any harassment of or discrimination against any natural person third party who is not an employee.g) "**Health and Safety/Manslaughter Claim**" means a proceeding against any **Company** alleging involuntary, constructive or gross negligence manslaughter or any **Claim** under the provisions of the Health and Safety at Work

Act 1974 or under the provisions of the Corporate Manslaughter and Corporate Homicide Act 2007.

- h) "**Identity Fraud**" means an agreement entered into by any third party representing themselves as the **Company** for the purpose of committing a criminal or malicious act.
- i) "**Insured(s)**" means (i) all or any **Insured Persons**; and (ii) the **Company**.
- j) "**Insured Person(s)**" shall mean the same as which appears within the Definitions of the Management Liability Coverage Section.
- k) "**Investigation(s)**" means any formal or official hearing, investigation or inquiry into the affairs of the **Company**, by a regulator, governmental body or third party with legal rights to do so, once the **Company** has received a written request to attend a meeting or provide information during the Policy Period or Discovery Period.
- l) "**Limit of Indemnity**" means the amount set out in Item 5.2 of the Schedule
- m) "**Loss**" means any amount which the **Company** is legally and personally obligated to pay including but not limited to;
- i) damages or costs awarded against the **Company** by a competent court or tribunal, including aggravated, punitive or exemplary damages where insurance against liability to pay such damages is lawful under the laws of the territory in which the award was made;
 - ii) settlements entered into by the **Company** in respect liability for damages with the **Insurers'** prior written consent (such consent not to be unreasonably withhold or delayed);
 - iii) **Costs and Expenses;**
 - iv) **Public Reputation Costs;**
 - v) **Emergency Costs and Expenses;**
 - vi) **Bribery Offence Costs and Expenses;**
 - vii) **Court Compensation Costs and Expenses;**
 - viii) **Regulatory Crisis Response Costs and Expenses;**
 - ix) **Mitigation of Loss Costs and Expenses;**
 - x) **Pension Administration Costs and Expenses;**
 - xi) **Health and Safety/Manslaughter Costs and Expenses;**
 - xii) **Identity Fraud Costs and Expenses.**
- "**Loss**" does not include;
- xiii) any obligation to repay any monies wrongfully received by the **Insured(s)** or any civil, regulatory or criminal fines or penalties; or
 - xiv) amounts which are uninsurable under the applicable law of the **Claim**; or
 - xv) taxes; or
 - xvi) **Employment-Related Benefits**
- n) "**Pollution**" means the discharge, dispersal, release or escape of any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the Pollution Prevention and Control Act 1999, the Pollution Prevention and Control (England and Wales) Regulations 2000 as may be amended from time to time and any equivalent EU or US equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, or thermal irritants, contaminants or smoke, vapours, soot, dust, fibres, fungi, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed), asbestos or asbestos product, noise, odour and any electric, magnetic or electromagnetic field. **Pollution** also includes ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or

from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- o) "**Security**" or "**Securities**" means any security representing debt of or equity interests in the **Company**.
- p) "**Subsidiary**" means:
- i) any company in respect of which the **Company** (either directly or indirectly through one or more of its **Subsidiaries**) on or before the inception date of this Policy:
 - a) controls the composition of the board of directors, or
 - b) controls more than half of the voting power, or
 - c) holds more than half of the issued share capital;

provided that this Policy shall only apply in respect of a **Wrongful Act** by any **Director** or **Officer** of such company or circumstance giving rise to an **Investigation**, while a **Subsidiary**;
 - ii) any other company specifically named in the Schedule or in any endorsement to this Policy as a subsidiary.
- Subsidiary** excludes any entity which has all or any part of its **Securities** listed on any stock exchange
- q) "**Wrongful Act(s)**" means any actual or alleged, libel, slander, breach of trust, error, omission, misrepresentation, misstatement, misleading statement, neglect or breach of duty, breach of fiduciary duty, breach of warranty of authority or any other matter claimed against the **Company**.

Related or continuous or repeated or causally-connected **Wrongful Acts** shall constitute a single **Wrongful Act**.

2.4 Exclusions

The **Insurers** shall have no liability to make any payment for **Loss** for any **Claim**, **Investigation** or any insured event:

a) **Bodily Injury or Property Damage**

for any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof.

b) **Conduct**

based upon, arising from, attributable to or consequent upon:

- i) the dishonesty, fraud or deliberately criminal conduct of the **Company**, or
- ii) the gaining of a profit or advantage to which the **Company** was not legally entitled

provided that this exclusion shall only apply if it is established by a court or other judicial panel or any written admission by the **Company** or any person authorised to make such a statement on behalf of the **Company** that the relevant conduct had been committed.

c) **Pollution**

based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, **Pollution** or contamination of any kind, provided that this exclusion shall not apply to **Costs and Expenses** for a **Claim** brought against the **Company** up to the sub-limit specified in Item 5.2 (i) of the schedule.

d) **Offerings Exclusion**

based upon, arising out of, resulting from or in consequence of any private placement or public offering of any **Securities** during the **Period of Insurance**.

e) **Prior and Pending Claims**

based upon or in any way involving allegations made or any facts in issue or any pending or prior litigation as at the Pending and Prior Litigation Date stated in Item 8 of the Schedule or arising out of the same or substantially the same facts, circumstances or situations;

For the purposes of this exclusion "litigation" shall mean any civil, administrative, regulatory or criminal proceedings or any investigation, examination, inquiry or disciplinary proceedings, including any correspondence prior to any such proceedings, involving any **Insured**, the **Company**, an **Outside Entity** or an **Insured Person**.

f) **Professional Services Exclusion**

based upon, arising out of, resulting from or in consequence of the performance or failure to perform professional services or failure to render advice to a customer or client of the **Company** or any act, error or omission relating thereto.

g) **Contract Exclusion**

based upon, arising out of, resulting from or in consequence of any actual or alleged contractual liability assumed by the **Company** under any contract or agreement whether actual or implied, written or oral.

This exclusion shall not apply to **Costs and Expenses** for a **Claim** brought against the **Company** up to the sub-limit shown in Item 5.2 (iii) of the Schedule.

h) **Claims Notified Under Previous Insurance**

based upon, attributable to or arising out of any circumstance notified under any insurance in force prior to the inception date of this Policy or which should have been so notified.

i) **Employment Practice Exclusion**

based upon, attributable to or arising out of any circumstance involving, directly or indirectly, any **Employment Wrongful Act**.

j) **Tax Exclusion**

based upon, attributable to or arising out of any circumstance involving, directly or indirectly, tax obligations of any kind.

k) **Infringement of Patent and Copyright**

based upon, attributable to or arising out of any circumstance notified relating to the actual or alleged infringement of patent, trade mark, infringement of copyright, intellectual property right, registered design of any products, technologies or services.

l) **Competition Exclusion**

based upon, attributable to or arising out of any circumstance notified relating to the actual or alleged violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce.

m) **Pension Exclusion**

based upon, attributable to or arising out of any circumstance notified relating to the operation or administration of any pension, profit sharing, health, welfare or any other Employee benefit programme established by the **Company** including any matter arising out of the failure to fund such programme.

This exclusion shall not apply to **Costs and Expenses** for a **Claim** brought against the **Company** up to the sub-limit shown in Item 5.2 (ix) of the Schedule.

n) **Covered under any other Section Exclusion**

for which coverage is provided under any other Coverage Section or would be but for the exhaustion of its **Limit of Indemnity**.

2.5 Limit and Retention

- a) The **Insurers'** total aggregate liability under this Policy Section including any endorsements to this Policy (inclusive of **Costs and Expenses**) shall not exceed the **Limit of Indemnity** stated in Item 5.2 of the Schedule, irrespective of the number of **Claims** made.
- b) The **Insurers'** shall only be liable for **Loss** in excess of the Retentions (if any) stated in Item 6.2 of the Schedule applicable to each Insurance Clause which Retentions apply to each and every **Loss** subject to the aggregate (if any) stated in the Schedule. Such Retentions include all **Costs and Expenses** and are to be borne by the **Company** and are not to be insured.
- c) Any sub-limit specified in this Coverage Section shall be the **Insurer's** maximum aggregate liability under such sub-limit irrespective of the number of claims under this Coverage Section, the amount claimed or the number of **Insured Persons** who claim. Any sub-limit shall be part of and not in addition to the **Limit of Indemnity** shown in Item 5.2 of the Schedule.

2.6 Order of payments

The **Insurers** will pay **Loss** in the order it is presented to the **Insurers** and, as between different **Insured** entities, on a "first come first served" basis

Notwithstanding the above, the **Insurers** shall have no liability to any **Insured** in connection with the order in which it makes payments, or to any **Insured** entity in connection with payments it has made to any other **Insured** entity.

2.7 Corporate Transactions

- a) In the event of the **Takeover** or **Merger** of the **Company** the Policy shall automatically be amended so that it shall apply only to **Wrongful Acts** committed or alleged to have been committed prior to the date of the **Takeover** or **Merger**.
- b) In the event of any company ceasing during the **Period of Insurance** to be a **Subsidiary**, the Policy shall automatically be amended so that it shall apply only to **Wrongful Acts** committed or alleged to have been committed by that company when it was a **Subsidiary**.

Section 3 – Corporate Employment Practice Liability Cover Section

In consideration of the payment of the premium subject to all terms, conditions and limitations of this Policy the **Insurers** agree with the **Insured** as follows:

3.1 Insurance Clause

To pay on behalf of the **Company** all **Loss** arising from any **Employment Claim** first made during the **Period of Insurance** against the **Company**.

3.2 Definitions

a) "**Company**" means the Company stated in Item 1 of the Schedule and includes all **Subsidiaries**.

b) "**Costs and Expenses**" means the reasonable and necessary fees and expenses incurred by a **Company** (including the cost of an appeal) with the **Insurers'** prior written consent (such consent not be unreasonably withheld or delayed) during the **Policy Period** that are necessary to defend or appeal an **Employment Claim**.

Costs and Expenses do not include salaries, commissions, expenses or other benefits of any **Insured Person**.

c) "**Employee**" means any natural person who is a full-time, part-time, seasonal or temporary worker of the **Company** who works under a contract of service with the **Company**, whom such **Company** has the right to govern and direct in the performance of such services, and whom the **Company** compensates by way of salary, wages and/or commissions.

Employee does not include any person who is not on the **Company's** payroll.

d) "**Employment Claim**" means:

i) any written demand or claim form, writ, summons, arbitration proceeding or other civil application of any description whatsoever including any cross-claim or counter claim; or

ii) any formal administrative, regulatory or criminal proceeding,

first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Company** alleging an **Employment Wrongful Act**.

e) "**Employment-Related Benefits**" means perquisites, fringe benefits, health benefits, permanent health insurance benefits, amounts due or payments made in connection with an **Employee** benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, incentives or deferred compensation and any other obligation or payment other than basis remuneration made to or for the benefit of an **Employee**.

f) "**Employment Wrongful Act(s)**" means any actual or alleged violation of employment laws or any other legal provisions relating to an individual's actual or prospective employment relationship with the **Company**.

g) "**Insured(s)**" means (i) all or any **Insured Persons**; and (ii) the **Company**.

h) "**Insured Person(s)**" shall mean the same as which appears within the Definitions of the Management Liability Coverage Section.

i) "**Limit of Indemnity**" means the amount set out in Item 5.3 of the Schedule

j) "**Loss**" means any amount which the **Company** is legally and personally obligated to pay including but not limited to;

i) damages or costs awarded against the **Company** by a competent court or tribunal, including aggravated, punitive or exemplary damages where insurance against liability to pay such damages is lawful under the laws of the territory in which the award was made;

ii) settlements entered into by the **Company** in respect liability for damages with the **Insurers'** prior written consent (such consent not to be unreasonably withhold or delayed);

iii) **Costs and Expenses;**

"Loss" does not include;

- iv) any obligation to repay any monies wrongfully received by the **Insured(s)** or any civil, regulatory or criminal fines or penalties; or
- v) amounts which are uninsurable under the applicable law of the Claim; or
- vi) taxes; or

vii) **Employment-Related Benefits**

- k) "**Pollution**" means the discharge, dispersal, release or escape of any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the Pollution Prevention and Control Act 1999, the Pollution Prevention and Control (England and Wales) Regulations 2000 as may be amended from time to time and any equivalent EU or US equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, or thermal irritants, contaminants or smoke, vapours, soot, dust, fibres, fungi, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed), asbestos or asbestos product, noise, odour and any electric, magnetic or electromagnetic field. **Pollution** also includes ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- l) "**Retaliation**" means any actual or alleged action by the **Company** against an **Employee** as a result of the **Employee** exercising or attempting to exercise their rights under law.
- m) "**Security**" or "**Securities**" means any security representing debt of or equity interests in the **Company**.
- n) "**Subsidiary**" means:
 - i) any company in respect of which the **Company** (either directly or indirectly through one or more of its **Subsidiaries**) on or before the inception date of this Policy:
 - a) controls the composition of the board of directors, or
 - b) controls more than half of the voting power, or
 - c) holds more than half of the issued share capital;

provided that this Policy shall only apply in respect of a **Wrongful Act** by any **Director** or **Officer** of such company or circumstance giving rise to an **Investigation**, while a **Subsidiary**;
 - ii) any other company specifically named in the Schedule or in any endorsement to this Policy as a subsidiary.

Subsidiary excludes any entity which has all or any part of its **Securities** listed on any stock exchange

3.3 Exclusions

The **Insurers** shall have no liability to make any payment for **Loss** for any **Employment Claim, Investigation** or any insured event:

a) **Bodily Injury or Property Damage**

for any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof.

Provided however that this exclusion shall not apply to an **Employment Claim** against the **Company** by an **Employee** of the **Company** alleging emotional distress and/or injury to feelings, caused by a **Employment Wrongful Act** relating to that employee's contract of employment or **Employment Claims** for compensation for psychiatric injury suffered as a result of unlawful discrimination

b) **Conduct**

based upon, arising from, attributable to or consequent upon the dishonesty, fraud or deliberately criminal conduct of the **Company**:

Provided however that this exclusion shall only apply if it is established by a court or other judicial panel or any written admission by the **Company** or any person authorised to make such a statement on behalf of the **Company** that the relevant conduct had been committed.

For the purposes of this exclusion the **Employment Wrongful Act** of a **Company** shall not be imputed to any other **Company**.

c) **Prior and Pending Claims**

based upon or in any way involving allegations made or any facts in issue or any pending or prior litigation as at the Pending and Prior Litigation Date stated in Item 8 of the Schedule or arising out of the same or substantially the same facts, circumstances or situations;

For the purposes of this exclusion "litigation" shall mean any civil, administrative, regulatory or criminal proceedings or any investigation, examination, inquiry, disciplinary proceedings or employment investigations, including any correspondence prior to any such proceedings, involving the **Company**, an **Outside Entity** or an **Insured Person**.

d) **Contract Exclusion**

based upon, arising out of, resulting from or in consequence of any actual or alleged contractual liability assumed by the **Company** under any contract or agreement whether actual or implied, written or oral.

This exclusion shall not apply to **Costs and Expenses** for an **Employment Claim** brought against the **Company** up to the sub-limit shown in Item 5.3 (i) of the Schedule.

e) **Claims Notified Under Previous Insurance**

based upon, attributable to or arising out of any **Employment Wrongful Act** or series of **Employment Wrongful Acts** or circumstance notified under any insurance in force prior to the inception date of this Policy or which should have been so notified.

f) **U.S.A. Exclusion**

based upon, attributable to or arising out of any **Employment Wrongful Act** or series of **Employment Wrongful Acts** brought or maintained in whole or in part in the U.S.A.

g) **Collective Bargaining Exclusion**

based upon, attributable to or arising out of any collective bargaining, collective agreements and trade union membership; provided however that this exclusion shall not apply to any **Employment Claim** for **Retaliation**.

h) **Benefits Exclusion**

based upon, attributable to or arising out of any responsibility, duty or obligation imposed by law in relation to health & safety, unemployment, social security, retirement or disability benefits or any similar law whether statutory or common law or the equivalent in any other jurisdiction; provided, however that this exclusion shall not apply to any **Employment Claim** for **Retaliation**.

i) **Covered under any other Section Exclusion**

for which coverage is provided under any other Coverage Section or would be but for the exhaustion of its **Limit of Indemnity**.

3.4 Limit and Retention

- a) The **Insurers'** total aggregate liability under this Coverage Section including any endorsements to this Coverage Section (inclusive of **Costs and Expenses**) shall not exceed the **Limit of Indemnity** stated in Item 5.3 of the Schedule, irrespective of the number of **Employment Claims** made.
- b) The **Insurers'** shall only be liable for **Loss** in excess of the Retentions (if any) stated in Item 6.3 of the Schedule applicable to each Insurance Clause which Retentions apply to each and every **Loss** subject to the aggregate (if any) stated in the Schedule. Such Retentions include all **Costs and Expenses** and are to be borne by the **Company** and are not to be insured.
- c) Any sub-limit specified in this Coverage Section shall be the **Insurer's** maximum aggregate liability under such sub-limit irrespective of the number of claims under this Coverage Section, the amount claimed or the number of **Insured Persons** who claim. Any sub-limit shall be part of and not in addition to the **Limit of Indemnity** shown in Item 5.3 of the Schedule.

3.5 Order of payments

The **Insurers** will pay **Loss** in the order it is presented to the **Insurers** and, as between different **Insured** entities, on a "first come first served" basis

Notwithstanding the above, the **Insurers** shall have no liability to any **Insured** in connection with the order in which it makes payments, or to any **Insured** entities in connection with payments it has made to any other **Insured** entity.

3.6 Corporate Transactions

- a) In the event of the **Takeover** or **Merger** of the **Company** the Policy shall automatically be amended so that it shall apply only to **Employment Wrongful Acts** committed or alleged to have been committed prior to the date of the **Takeover** or **Merger**.
- b) In the event of any **Subsidiary** ceasing during the **Period of Insurance** to be a **Subsidiary**, the Policy shall automatically be amended so that it shall apply only to **Employment Wrongful Acts** committed or alleged to have been committed by that **Subsidiary** when it was a **Subsidiary**.

3.7 Advancement and Allocation of Costs and Expenses

- (i) The **Insurer** shall advance **Costs and Expenses** on an ongoing basis prior to the final payment or settlement of any **Employment Claim** provided that:
 - a) such **Costs and Expenses** are incurred with the written consent of the **Insurer**; and
 - b) such advance payments by the **Insurer** shall be repaid to the **Insurer** in the event that the **Company** is not entitled to payment of such **Loss** or part of such **Loss** under this Coverage Section (the Limit of Indemnity shown in Item 5.3 of the schedule shall be reduced by such amount until repaid to the **Insurer**)
- (ii) In the event of:
 - a) an **Employment Claim** not being wholly covered by this Coverage Section ; and/or
 - b) an **Employment Claim** being also made against one or more persons who are not an **Employee**,

The **Insurer** and the **Company** shall use their best efforts to determine a fair and proper allocation of **Loss** that is covered under this Coverage Section and loss that is not covered. In default of agreement the **Insurers** shall pay sums that they state are fair and proper until such time as a Queen's Counsel determines allocation on the principles set out in this condition. The Queen's Counsel is to be mutually agreed upon by the **Insured Person**, the **Company** and the **Insurers** or, in default of agreement, to be appointed by the President for the time being of the Law Society of England and Wales.

Section 4 – Employee Dishonesty Cover Section

In consideration of the payment of the premium subject to all terms, conditions and limitations of this Policy the **Insurers** agree with the **Insured** as follows:

4.1 Insurance Clause

To pay on behalf of the **Company** all **Direct Financial Loss** due to **Employee Dishonesty** first **Discovered** and first notified to the **Insurer** during the **Period of Insurance**.

Provided that there was clear intention to cause the **Company** financial loss or damage and for that **Employee** to obtain a personal and financial gain other than salary, bonus, commission, fees, bonus, promotion, award, profit sharing, pension or any other employment benefit.

4.2 Definitions

- a) "**Company**" means the Company stated in Item 1 of the Schedule and includes all **Subsidiaries**.
- b) "**Direct Financial Loss**" means loss of any property, money or securities sustained by the **Company** as a direct result of a single act or series of related, continuous or repeated acts of **Employee Dishonesty**.
- c) "**Discovery or Discovered**" means the time at which the **Company** or one of its senior **Employees** becomes aware of matters which may constitute a **Direct Financial Loss**.
- d) "**Employee Dishonesty**" means an act or acts of fraud or dishonesty committed by an **Employee** acting alone or in collusion with others, which results in an actual personal gain for the **Employee** (other than salary, bonus, commission, fees, bonus, promotion, award, profit sharing, pension or any other employment benefit)
- e) "**Employee**" means any natural person who is a full-time, part-time, seasonal or temporary worker of the **Company** who works under a contract of service with the **Company**, or who is undertaking work experience, whom such **Company** has the right to govern and direct in the performance of such services, and whom the **Company** compensates by way of salary, wages and/or commissions.

Employee shall also mean any natural person independent contractor or any natural person seconded to the **Company**, if such individual is under the direction and supervision of the **Company** and the **Company** provides indemnification to such individual in the same manner as is provided to the **Employees** referred to above.

- f) "**Limit of Indemnity**" means the amount set out in Item 5.4 of the schedule.
- g) "**Subsidiary**" means:
 - i) any company in respect of which the **Company** (either directly or indirectly through one or more of its **Subsidiaries**) on or before the inception date of this Policy:
 - 1) controls the composition of the board of directors, or
 - 2) controls more than half of the voting power, or
 - 3) holds more than half of the issued share capital;

provided that this Policy shall only apply in respect of **Employee Dishonesty** by an **Employee** of such company while a **Subsidiary**;

- ii) any other company specifically named in the Schedule or in any endorsement to this Policy as a subsidiary.

Subsidiary excludes any entity which has all or any part of its **Securities** listed on any stock exchange

4.3 Exclusions

The **Insurers** shall have no liability to make any payments for any **Direct Financial Loss** or for any other payment under this Coverage Section:

a) **Prior Discovery Exclusion**

in respect of any **Discovery** before the commencement of the **Period of Insurance**;

b) **Loss for acts that occur after Discovery**

for any loss for acts that occur after **Discovery**;

c) **Closely Held Exclusion**

for any loss caused by or involving any person who owns or controls more than 20% of the issued share capital of the **Company**;

d) **Fees, Costs or Expenses**

for any fees, costs or expenses incurred by the **Company** in establishing the existence or value of a loss covered under this Coverage Section;

e) **Intellectual Property**

for any loss arising from, or in connection with, any actual or alleged breach of any intellectual property rights, trade secrets, proprietary information or confidential processing methods;

f) **Contractual Liability Exclusion**

in respect of a liability to others assumed by the **Company** under any contract or agreement, either oral or written;

g) **Profit and Loss or Inventory Computation**

for any loss that can only be proved solely by a profit and loss computation or comparison or a comparison of inventory records with an actual physical count;

h) **Indirect Loss Exclusion**

for indirect or consequential loss;

i) **Loss of Income Exclusion**

for loss of potential income or profit and/or business interruption;

j) **Covered under any other Section Exclusion**

for which coverage is provided under any other Coverage Section or would be but for the exhaustion of its **Limit of Indemnity**.

4.4 Conditions applicable to Section 4

a) **Limit of Indemnity**

i) The Aggregate Limit in Item 5.4 of the Schedule is the **Insurer's** maximum aggregate liability under this Coverage Section irrespective of the number of claims under this Coverage Section, the amount claimed, or when such claims are made under this Coverage Section of the Policy.

ii) The acts of one **Employee** or a group of **Employees** in collusion will constitute a single act of **Employee Dishonesty**, whether or not **Direct Financial Loss** is sustained in one or more than one **Period of Insurance**.

b) Retention

The Retention stated in Item 6.4 of the Schedule shall be applied to each and every Act of **Employee Dishonesty**.

c) Notification of Direct Financial Loss

i) The **Company** shall give written notice to the **Insurer** of such **Direct Financial Loss** within 45 days of **Discovery** giving full particulars including relevant dates, events, circumstances and persons involved, including the amount of the alleged or potential **Direct Financial Loss**.

ii) Notice and all information shall be sent in writing to the **Insurer** at;

**5th Floor,
Minster House,
42 Mincing Lane,
London. EC3R 5AZ**

or by email to archclaims@triton-global.com

Such notice shall be effective on the date of actual receipt at the above address.

d) Basis of Valuation

In respect of this Coverage Section, **Insurers** will not be liable for more than;

i) the actual market value of negotiable instruments, money or precious metals at the close of business on the day the covered loss was first **Discovered**, or the actual cost of replacing the negotiable instruments, money or precious metals, whichever is the less;

ii) the actual cash value of other property (not referred to in (i) above) at the close of business on the day the loss was first **Discovered**, or the actual cost of replacing the property with property of a like quality or value, whichever is the less.

Section 5 – General Conditions

5.1 Definitions

For purposes of these General Conditions, any defined term has the meaning set out in the definitions of the applicable Coverage Section.

5.2 Limit of Indemnity

- i) The amounts shown in Item 5 of the Schedule are separate **Limits of Indemnity** for each Coverage Section of the Policy.
- ii) A payment under one section of this Policy shall not reduce the **Insurers' Limit of Indemnity** under another Coverage Section of the Policy.
- iii) Any sub-limit specified in each Coverage Section shall be the **Insurers'** maximum aggregate liability under such sub-limit irrespective of the number of claims under such Coverage Section, the amount claimed or the number of **Insureds** who claim. Any sub-limit shall be part of and not in addition to the **Limit of Indemnity** specified in the relevant Coverage Section and Item 5 of the schedule.
- iv) In the event of any **Loss** being covered under more than one insurance clause, **Insurers** apply the lowest **Limit of Indemnity** (including any sub-limit of indemnity) to the relevant **Loss** to the extent such limit has not been exhausted.

In this event, extension 1.2 t) Reinstatement of Limit for **Directors and Officers**, shall not apply.

5.3 Claims Reporting Provisions

- a) Written notice of any **Claim** or **Employment Claim** should be given by the **Insured** to the **Insurers** as soon as practicable and in any event during the **Period of Insurance** (or, if applicable, during the **Discovery Period** under Extensions 1.2 (i)) If it has not been practicable for the **Insured** to give such notice during the **Period of Insurance**, then written notice given up to 45 days after the expiry date of the Policy will be deemed to have been given during the **Period of Insurance**.

If during the **Period of Insurance** the **Insured** first becomes aware of a circumstance which might reasonably be expected to give rise to a **Claim** or **Employment Claim**, written notice of such circumstance should be given by the **Insured** to the **Insurers**, stating the reasons for anticipating such **Claim** or **Employment Claim** and including full particulars such as dates and persons involved. Any subsequent **Claim** or **Employment Claim** arising out of the circumstance so notified shall be deemed to have been made during the **Period of Insurance**.

Notice and all information shall be sent in writing to the **Insurer** at;

**5th Floor,
Minster House,
42 Mincing Lane,
London EC3R 7AE**

or by email to archclaims@triton-global.com

Such notice shall be effective on the date of actual receipt at the above address.

- b) The **Insured** shall give to the **Insurers** such information and co-operation as the **Insurers** may reasonably require.

- c) The **Insured** shall not admit liability for or settle or attempt to settle any **Claim** or **Employment Claim** or incur any **Costs and Expenses** in connection with any **Claim** or **Employment Claim** without the **Insurers'** prior written consent (such consent not to be unreasonably withheld or delayed). Subject to d) below, the **Insureds** may, subject to the **Insurers'** prior written consent (such consent not to be unreasonably withheld or delayed), appoint solicitors or counsel to represent them in defending any **Claim** or **Employment Claim**, but where the same or a similar **Claim** or **Employment Claim** is made against more than one **Insured** the same solicitors and counsel shall be appointed to defend all **Insureds** unless there is a conflict of interest between them.
- d) Except as otherwise provided in this clause, the **Insured** shall defend **Claims** or **Employment Claims**. The **Insurers** shall be entitled to participate fully in the defence and in the negotiation of any settlement that appears reasonably likely to involve the **Insurers**.
- e) If a **Claim** is brought against an **Insured Person** by a **Company** or as applicable an **Outside Entity**:
 - i) the **Insurers** shall have no duty or obligation to communicate with any other **Insured Person** or the **Company** (or **Outside Entity**) in relation to that **Claim**;
 - ii) if such **Claim** is brought outside the United States of America, its territories or possessions, the **Insurers** shall have the right to defend the **Claim** on behalf of such **Insured Person**.
- f) The **Insurers** shall be entitled to prosecute in the name of the **Insureds** for their own benefit any claim for payment, indemnity or damages or otherwise against any third party.
- g) The **Insurers** shall pay covered **Costs and Expenses** prior to the final resolution of any **Claim** or **Employment Claim**. If such payment is made the **Insureds** shall refund such **Costs and Expenses** if it is established at a later date that they are not entitled to indemnity under this Policy.
- h) Notwithstanding d) above the **Insureds** shall not be required to contest any **Claim** or **Employment Claim** unless a Queen's Counsel or equivalent in the relevant jurisdiction (to be mutually agreed upon by the **Insureds** and the **Insurers**, or, in default of agreement, to be appointed by the President for the time being of the Law Society of England & Wales or equivalent in the relevant jurisdiction) shall advise that such **Claim** or **Employment Claim** should be contested.

5.4 Confidentiality

The **Insureds** shall not disclose the terms of this Policy to anyone without the **Insurers'** prior written consent, which shall not be unreasonably withheld or delayed, save to the extent that such disclosure is required by law (and for the avoidance of doubt a requirement to disclose the existence of this Policy is not a requirement to disclose its terms).

5.5 Interrelated Claims

If a single **Wrongful Act**, or **Employment Wrongful Act** or act or series of **Wrongful Acts**, or **Employment Wrongful Acts** or acts which are attributable to the one originating source or underlying cause give rise to a claim under any Coverage Section or any other policy or Coverage Section of which this policy is a successor, then all claims arising out of such similar or related **Wrongful Acts** or **Employment Wrongful Acts** or acts attributable to the same originating source or underlying cause shall be treated as single claim and shall attach to the earliest policy or coverage section where notice is first given

5.6 Discovery Period

If the company shown in Item 1 of the Schedule refuses to renew this Policy, it may purchase the **Discovery Period** stated in Item 10 (a) of the Schedule.

If the **Insurer** refuses to renew this Policy, the company shown in Item 1 of the Schedule may purchase the **Discovery Period** stated in Item 10 (b) of the Schedule.

The **Discovery Period** may be purchased provided that this Policy is not replaced by any broadly equivalent insurance; and

- i) the **Insured** shall within thirty (30) days after the **Period of Insurance** give notice in writing to **Insurers** and shall pay the additional premium specified in the Schedule within thirty (30) days after the **Period of Insurance**;
- ii) the right to a **Discovery Period** is not exercisable on or after the **Takeover** or **Merger** of the **Company** or on or after the appointment of any liquidator, provisional liquidator, administrator or receiver of the **Company** or where the Policy is cancelled by **Insurers** for non payment of premium;
- iii) the **Limit of Indemnity** stated in Item 5 of the Schedule shall not in any way be increased by virtue of the **Discovery Period**.

The **Discovery Period** shall only apply to:

- a) any **Claim** or **Employment Claim** first made against the **Company** before or during the **Discovery Period**, but only in respect of **Wrongful Acts** committed prior to expiry of the **Period of Insurance**.
- b) any **Investigation** first commenced before or during the **Discovery Period**, but only in respect of actual or alleged conduct undertaken prior to expiry of the **Period of Insurance**.

The **Insurer's** offer of renewal terms, conditions, limits of indemnity or premium different from those of the expiring policy shall not constitute a refusal to renew.

5.7 Other insurance

This Policy shall be in excess of any more specific available insurance, and in the case of Insurance Clause 1(e), shall also only apply in respect of **Loss** which the **Outside Entity** is unable by reason of a prohibition in the applicable law, or insolvency, to indemnify.

5.8 Subrogation

In the event the **Insurer** makes any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insured's** rights of recovery, and the **Insured** shall co-operate with the **Insurer** in securing such rights. The **Insured** shall not do anything to prejudice the **Insurer's** ability to assert such rights.

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

5.9 Non-Assignment

No change in, modification of, assignment of interest under this Policy shall be effective unless agreed in writing by the **Insurers**.

5.10 Cancellation

If the Premium has not been paid, the **Insurers** may cancel this Policy by giving 15 days written notice to the **Company** or to the broker. If the Premium is paid in full to the **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period. In the event of such cancellation, premium is due to the **Insurers** on a pro rata basis for the period that the **Insurers** were on risk but the full Premium shall be payable in the event of notification of a **Claim** or of any circumstances before the effective date of termination.

5.11 Contracts (Rights of Third Parties) Act 1999

No person other than an **Insured Person** shall have any rights under this Policy whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

5.12 Severability

All information which any **Insured Person** has provided to **Insurers** shall be construed as a separate application by each **Insured Person** and no statement or omission in the information nor any other knowledge, act or omission by any one **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining the availability of any payment under this Policy. With respect to the **Company**, only statements made and information or knowledge possessed by any of the Chairman, Chief Executive, Managing Director or Finance Director of the **Company** or any other person who is authorised by the **Company** to make statements or complete the proposal shall be imputed to the **Company** for the purposes of determining cover under this Policy.

In addition, any statements made (whether in the Proposal or otherwise) and information possessed by any **Insured Person** who is the subject of the claim under this Policy shall also be imputed to the **Company** for the sole purpose of determining if cover is available for indemnifiable **Loss** with respect to such **Insured Person**.

The **Insurer** irrevocably waives any right it may have to rescind or avoid this Policy, or any severable part of it, on the grounds of innocent or negligent non-disclosure or innocent or negligent misrepresentation.

5.13 Policy Interpretation and Dispute Resolution

- a) The parties to this Policy are the **Insurers** and the **Insureds** to the extent of their respective insured interests. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available from that Act.
- b) The construction of the terms of this Policy shall be informed by the following:
 - i) headings are descriptive only, not an aid to interpretation;
 - ii) singular includes the; plural, and vice versa;
 - iii) the male includes the female and neuter;
 - iv) all references to specific legislation include amendments to and re-enactments of such legislation and equivalent relevant non-UK legislation; and
 - v) reference to positions, offices or titles shall include their equivalents in any relevant jurisdiction.
- c) This Policy is governed by the laws of England and Wales and except as provided by **Claims** Provisions 5.3 h) and the **Insurers** and the **Insureds** agree to submit any dispute in relation to this Policy to binding arbitration in accordance with the Arbitration Act 1996.

Arbitration proceedings shall be commenced by the service of an Arbitration Notice upon the other party. Within thirty (30) days of the service of the Arbitration Notice the **Insurers** and the **Insureds** shall agree the appropriate arbitration procedure in any given dispute according to the precise circumstances but in default of agreement the following shall apply:

The **Insurers** and the **Insureds** shall appoint one person as an arbitrator and the two arbitrators thus appointed shall appoint a third arbitrator as chairman. The two party-appointed arbitrators shall be persons with no less than ten years experience of insurance within the industry or as lawyers or other professional advisers serving the industry. The chairman shall be a present or former member of the English Commercial Court Bar with experience in insurance law who has attained the status of Queen's Counsel or equivalent. The seat of the arbitration shall be London. The rules of the conduct of the arbitration shall, subject to the provisions of the Arbitration Act 1996 as amended from time to time, be at the discretion of the arbitrators.

Any arbitration proceedings commenced against the **Insurers** shall be served upon the Claims Manager, Arch Insurance (Europe) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

5.14 Sanctions

The **Insurer** shall not be deemed to provide cover, be liable to pay any sum or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, or its parent to any sanction, prohibition or restriction implemented pursuant to United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5.15 Complaints Procedure

It is Arch's intention to provide an excellent service to all of its policyholders. However, Arch recognises that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive, please contact either your usual insurance adviser or:

The Complaints Manager
Arch Insurance Company (Europe) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Telephone: +44 (0)20 7621 4500

Email: complaints@archinsurance.co.uk

Please state the nature of your complaint, and, if applicable, the policy and/or claim number, the name of any claim handling organisation with which you have been dealing and its reference number.

- Arch will aim to issue an acknowledgement of the complaint within 24 hours, outlining the action which it will take and the anticipated timeframe.
- Arch will investigate the complaint and communicate its final response within 8 weeks.

If you remain dissatisfied after our response, and you are an 'eligible complainant' as defined by the rules of the Financial Conduct Authority, you may seek assistance from the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London. E14 9SR. Telephone 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK) Email complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

The existence of this complaints procedure does not affect any right of legal action you may have against Arch Insurance Company (Europe) Limited.

Section 6 – About Arch

Arch Capital Group Ltd. (Arch Capital or ACGL), a Bermuda public limited liability company, writes insurance and reinsurance on a worldwide basis through operations in Bermuda, the United States, Canada, Europe, Australia and South Africa, with a focus on specialty lines.

Our current operations were launched from an underwriting initiative in October 2001 to meet demand in the global insurance and reinsurance markets. The combination of an underwriting platform, experienced management team and strong capital base have enabled us to establish a prominent presence in the global insurance and reinsurance markets. Our businesses are divided into three platforms: Insurance, Reinsurance and Mortgage.

EUROPE

Arch Insurance Europe underwrites specialty lines business through two platforms from its base in London;

ARCH INSURANCE COMPANY (EUROPE) LIMITED

Through independent brokers, we provide specialised property and liability insurance programmes to a wide range of industrial and commercial companies and financial institutions. With strong financial strength ratings, we represent a stable alternative for brokers and customers.

ARCH SYNDICATE 2012

Arch Syndicate 2012 is managed by Arch Underwriting at Lloyd's Ltd, a Lloyd's managing agent. Our stamp capacity is GBP200 million for the 2014 year of account. We are located at Lloyd's Box C203 on Gallery 2.

Agency Ratings for financial strength as at 31 December 2015;

A+ Standard & Poor's
A+ Fitch
A1 Moody's
A+ A.M. Best

Contact Details

Arch may be contacted as follows;

In writing: 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Telephone: 020 7621 4500

Fax: 020 7621 4501

www.archinsurance.co.uk

