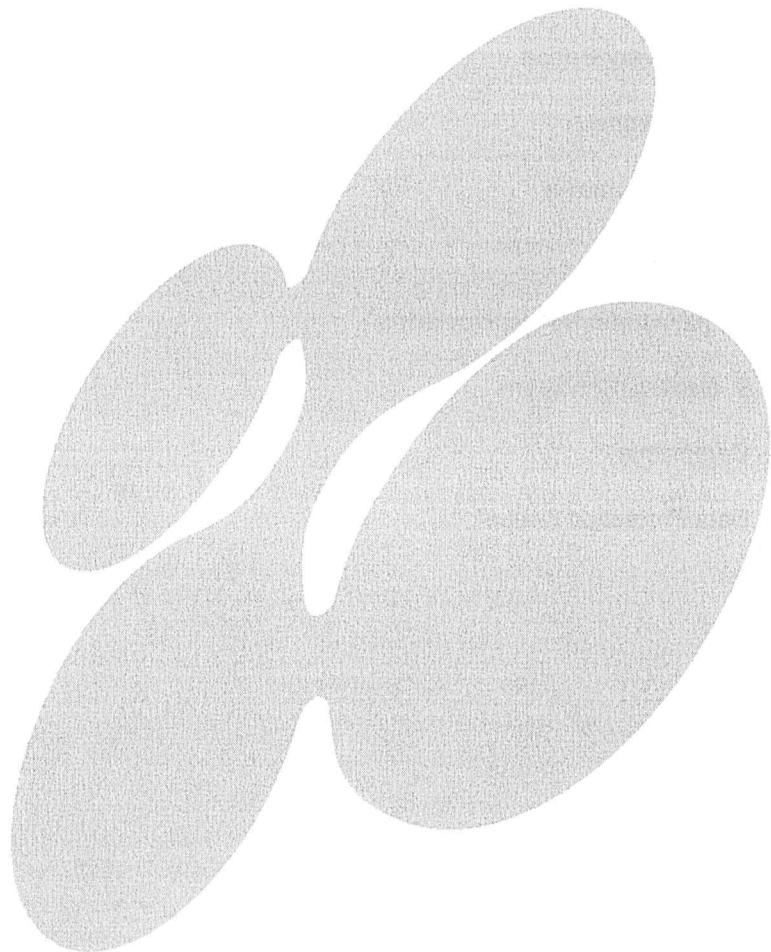




Policy Wording

Wisdom 2008

Directors & Officers Liability Insurance Policy



nexusunderwriting.com

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SCHEDULE

1. Policy Number:	EK6840DOA211
2. The Company:	Experiment in International Living CLG
3. Principal Address of the Company:	1 Empress Place Summerhill North Cork Republic of Ireland
4. Policy Period:	From: 23/08/2021 To: 22/08/2022 Both days inclusive Greenwich Mean Time
5. Aggregate Limit of Liability:	EUR 1,000,000.00
5.a. Additional Limit of Liability for Defence Costs	EUR 100,000
5.b. Pollution Sub-limit of Liability	EUR 100,000
5.c. Crisis Costs Sub-limit of Liability	EUR 50,000
5.d. Public Relations Expenses Sub-limit of Liability	EUR 50,000
6. Retention	
Worldwide other than Claims falling under the jurisdiction of the United States of America:	EUR 10,000.00
In respect of Claims falling under the jurisdiction of the United States of America:	Not Applicable
7. Prior and Pending Litigation Date	27/08/2007



8. **Discovery Period**
- a. 365 days
 - b. 100% of Total Annual Premium
9. **Premium:** EUR 3,000.00
Tax: EUR 150.00
Policy Admin Fee: EUR 50.00
Total Premium: EUR 3,200.00
10. **Endorsements:**
- Full Bodily Injury/Property Damage Exclusion
 - Full Professional Services Exclusion
 - North America Exclusion
 - Premium Payment Clause (LSW 3000 Amended)
 - Sexual Conduct Exclusion
 - Service Of Suit And Jurisdiction Clause (LBS0006A)
 - Language Declaration Clause (LBS0007)
 - Cyber Risks Endorsement
 - Insolvency Exclusion
 - Specific Matters Exclusion



Tax Schedule:

					Total Additional Tax:	EUR 150.00
Country	Description	Prem %	Premium Amount	Tax Rate %	Amount	
Republic of Ireland	Irish tax 2%	100	EUR 3,000.00	2.00	EUR 60.00	
Republic of Ireland	Irish Tax 3%	100	EUR 3,000.00	3.00	EUR 90.00	
Republic of Ireland	Irish tax 2%	100	EUR 0.00	2.00	EUR 0.00	
Republic of Ireland	Irish Tax 3%	100	EUR 0.00	3.00	EUR 0.00	



In this Policy certain words are defined and have the meaning stated in Section 3. DEFINITIONS.

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

1. INSURING CLAUSES (What is covered by this Policy)

1.1 Directors & Officers Liability

1.1.1 Directors and Officers Liability

The **Insurer** shall pay on behalf of the **Insured** any **Loss** resulting from any **Claim** which is first made against the **Insured** during the **Policy Period** and notified to the **Insurer** in accordance with the terms of this Policy, except when and to the extent that the **Company** has indemnified the **Insured**.

1.1.2 Company Reimbursement Liability

The **Insurer** shall pay on behalf of the **Company** any **Loss** resulting from any **Claim** which is first made against an **Insured** during the **Policy Period** and notified to the **Insurer** in accordance with the terms of this Policy, but only when and to the extent that the **Company** has indemnified the **Insured**.

2. EXTENSION

2.1 Outside Directorship Liability

This Policy shall extend to include an **Insured** who at the specific written request of the **Company** is a director, officer, trustee, governor or equivalent of any **Associated Company** in their capacity as such, provided that:

2.1.1 the cover provided under this extension applies in excess of any other indemnification provided by the **Associated Company**; and

2.1.2 the cover provided under this extension applies in excess of any directors and officers liability insurance in force for such **Associated Company**; and.

2.1.3 if the **Associated Company** has insurance which covers a **Claim** which is also covered under this extension and that other insurance is provided by the **Insurer** then the maximum amount payable by the **Insurer** under both policies will not exceed the limit of liability of the policy which has the highest limit of liability.

2.2 Coverage For New Subsidiaries

If the **Company** acquires or creates any entity during the **Policy Period** so that such entity becomes a **Subsidiary**, then such **Subsidiary** and its directors, officers and employees shall be covered under this Policy for **Claims** in respect of **Wrongful Acts** committed after such entity became a **Subsidiary**, subject to the Policy's terms and conditions, unless such **Subsidiary**:



- 2.2.1 is incorporated or formed in the United States of America and/or Canada, or any territories or possessions thereof and the total consolidated assets of such acquired **Subsidiary** as stated in their last Annual Reports and Accounts exceeds 20% of the total consolidated assets of the **Company**, as stated in their last Annual Report and Accounts, or exceeds £25,000,000; or
- 2.2.2 has any of its **Securities** publicly traded on any stock exchange or market (including any over-the-counter market) in the United States of America or any territories or possessions thereof in which case there shall be no cover in respect of such acquired or created entity.

Insurers may agree to include other acquired entities upon receiving full details of such acquired entity and making amendments to the Policy terms and conditions as necessary including charging an additional premium.

Unless otherwise agreed in writing and endorsed to this Policy, cover applies only to **Claims** against directors, officers and employees of such **Subsidiary** for **Wrongful Acts** that occurred after such entity became a **Subsidiary**.

2.3 Non-Executive Directors Additional Limit

In the event of the payment of **Loss** exhausting the Limit of Liability stated in Item 5 of the Policy Schedule and the Limits of Liability of any and all policies operating in excess of this Policy then the Limit of Liability of this Policy is reinstated once without payment of additional premium for the benefit only of **Non-executive Directors** under Section 1.1.1 (Directors & Officers Liability) of this Policy.

The reinstated Limit of Liability shall only apply in respect of subsequent **Claims** made under this Policy.

2.4 Retired Director and Officer

If the **Company** does not renew or replace this Policy with any other policy affording Directors and Officers liability coverage, the **Insurer** shall provide an extension of this Policy for seventy-two (72) months from the end of the **Policy Period** to any **Insured** who voluntarily retired from the **Company** during the **Policy Period** other than as a result of a **Takeover** but only with respect to a **Wrongful Act** committed by such **Insured** prior to their date of retirement. This extension shall run concurrently with the Discovery Period provided by Section 4 of this Policy and there shall be no separate or additional Limit of Liability.

2.5 Legal Representation Expenses

This Policy shall extend to include any reasonable and necessary legal fees, costs, expenses or related professional fees incurred by or on behalf of an **Insured** (but not including any remuneration of any **Insured**) with the prior written consent of the **Insurer** in connection with a **Formal Investigation** first ordered or commissioned, and notified to the **Insurer** during the **Policy Period**.

2.6 Health & Safety Investigations / Corporate Manslaughter

This Policy shall extend to include any reasonable legal fees, costs, expenses or related professional fees incurred by or on behalf of an **Insured** or the **Company** (but not including any remuneration of any **Insured**) arising from a **Health And Safety Investigation** first ordered or commissioned, and notified to the **Insurer** during the **Policy Period**.

2.7 Spousal Liability

This Policy shall extend to include any spouse or civil partner (or the equivalent in any jurisdiction) of an **Insured** but only for a **Claim** arising solely out of their status as such and only where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured** to the spouse or civil partner.

2.8 Extradition Proceeding

This Policy includes **Defence Costs** and **Bail Bond Costs** arising from **Extradition Proceedings** and subject to the applicable sub limits stated in the Policy Schedule this Policy shall extend to include **Crisis Costs** and **Public Relations Expenses** arising from **Extradition Proceedings**.

2.9 Loss Mitigation

This Policy shall extend to include **Bail Bond Costs** and subject to the applicable sub limits stated in the Policy Schedule this Policy shall extend to include **Crisis Costs** and **Public Relations Expenses**.

2.10 Additional Defence Costs

This Policy shall extend to provide an Additional Limit of Liability as stated in Item 5.a. of the Policy Schedule, but only in respect of that part of **Loss** which constitutes **Defence Costs**.

3. DEFINITIONS

In this Policy the words in bold shall have the following meaning:

Approved Persons means a natural person employed by the **Company** to whom the Financial Conduct Authority or the Prudential Regulation Authority has given its approval to perform one or more of controlled functions 1-20 for the **Company** pursuant to Section 59 of the Financial Services and Markets Act 2000.

Associated Company means any:

- (a) tax exempt, non-profit organisation, trade association or registered charity under the laws of any jurisdiction, or
- (b) Entity in which the **Company** has a shareholding but which is not a **Subsidiary**.



However, **Associated Company** does not include any entity registered or domiciled in the United States of America or any territories or possessions thereof, or which has any of its **Securities** publicly traded on any stock exchange or market (including any over the counter market) in the United States of America.

Bail Bond Costs means the reasonable premium (not including collateral) for a bond or other financial instrument to guarantee an **Insured's** contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any **Claim**.

Claim means:

- (a) any written demand for monetary damages or non-monetary relief; or
- (b) any civil or arbitration proceedings; or
- (c) any criminal proceedings; or
- (d) any formal administrative or regulatory proceedings, or
- (e) any **Securities Claim**; or
- (f) any **National Insurance Contributions Claim**; or
- (g) any **Extradition Proceeding**

against an **Insured** for a **Wrongful Act**.

More than one **Claim** arising out of the same **Wrongful Act** shall be deemed to constitute a single **Claim** first made at the time the earliest such **Claim** was deemed first made.

Company means the organisation named in Item 2 of the Policy Schedule and any **Subsidiary**.

Crisis Costs means any reasonable and necessary professional fees, costs and expenses of any accredited counsellor or tax advisor retained by an **Insured** with the **Insurer's** prior written consent (such consent not to be unreasonably withheld) where

- (a) there is an allegation of a **Wrongful Act**, and
- (b) there is an implicit risk to such **Insurer's** livelihood as a consequence of adverse publicity or media attention.

Defence Costs means reasonable and necessary fees, costs and expenses which, with the prior written consent of the **Insurer** (such consent not to be unreasonably withheld) are incurred in the investigation, adjustment, defence, settlement or appeal of any **Claim**, and includes the cost of constitution of appeal bonds and/or security for costs or their equivalent in any jurisdiction.

Defence Costs shall not include salaries, wages, fees, overheads or benefit expenses of any **Insured**.

Employment Practices Claim means a **Claim** based upon or arising out of an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination, harassment, failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation or infliction of emotional distress.

Extradition Proceeding means:

- (a) any request for extradition of any **Insured**, any warrant for arrest in respect of any **Insured** or other proceeding under the provisions of the United Kingdom Extradition Act 2003; or
- (b) any associated appeal to the European Court of Human Rights, or court of similar standing, and the pursuit of judicial review proceedings against the decision of the Home Secretary or another appropriately authorised representative of the Government of the United Kingdom to issue an extradition certificate under the United Kingdom Extradition Act 2003; or
- (c) the equivalent of the above in any other jurisdiction.

Formal Investigation means the legally required attendance by an **Insured** at any official investigation, examination, inquiry or other similar proceeding into the conduct of such **Insured** in relation to the affairs of the **Company**.

Health and Safety Investigation means any official investigation, examination, inquiry or other similar proceeding arising from alleged involuntary manslaughter, constructive manslaughter or gross negligence manslaughter or a breach of the Health and Safety at Work Act 1974 or similar legislation in any jurisdiction.

Insured means a natural person who was, now is or becomes during the **Policy Period**:

- (a) a director, officer, manager or trustee of the **Company** or the equivalent in any other jurisdiction; or
- (b) an employee of the **Company**, but only if such employee is:
 - i. named as a co-defendant with a director or officer of the **Company**, or
 - ii. is acting in a supervisory or managerial capacity, or
 - iii. named in a **Securities Claim**, or
 - iv. named in an **Employment Practices Claim**; or
- (c) an **Approved Person** or **Shadow Director** in their capacity or solely by reason of their status as such; or
- (d) the estates, heirs, legal representatives or assigns of a person defined in another subparagraph of this Section in the event of that persons death, incapacity, insolvency or bankruptcy.

External auditors appointed in accordance with Section 384 of the Companies Act 1985, liquidators, receivers or administrators are not **Insureds**.

Insurer means Lloyd's Insurance Company S.A.

Loss means:

- (a) damages, judgments (including the award of pre-judgment and post-judgment interest and the award of claimant's costs) for which the **Insured** or the **Company** is legally liable resulting from a **Claim**;



- (b) any amounts payable by the **Insurer** in connection with any **Formal Investigation** or **Health and Safety Investigation**;
- (c) settlements entered into with **Insurer's** prior written consent (such consent not to be unreasonably withheld)
- (d) **Defence Costs**.

Loss does not include:

- (i) taxes, fines, penalties, punitive, exemplary, aggravated or multiplied damages, or any **Claim** arising as a result thereof, except for exemplary or aggravated damages arising from any **Claim** for libel, slander or defamation where insurable by law; or
- (ii) any **Claim** deemed uninsurable by law, sanction or regulation.

National Insurance Contributions Claim means a claim under section 121(c) of the Social Security Administration Act 1992, or the equivalent in any jurisdiction, for the total amount of any unpaid corporate contribution to the National Insurance Fund, plus interest, but solely where such corporate contribution was not paid due to the financial insolvency of the **Company**.

Non-Executive Director means a natural person who is a director of the **Company** but is not also an employee of the **Company** and does not have day to day responsibility for the management of the **Company**.

Policy period means the period stated in Item 4 of the Policy Schedule.

Pollutant means, but is not limited to, any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, nuclear or radioactive material, chemicals, and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

Pollution means the actual, alleged or threatened discharge, release, escape, disposal of, or exposure to **Pollutant**, or any request, direction or order that the **Insured** or **Company** tests for, monitors, cleans up, removes, contains, treats, detoxifies, neutralises or in any way responds to or assesses the effect of **Pollutant**, or any voluntary decision or omission to do so.

Public Relations Expenses means the reasonable and necessary fees and related expenses of a public relations firm or consultant, crisis management firm or law firm, which the **Insured** or **Company** may engage with the written consent of the Insurer, (such consent not to be unreasonably withheld) in order to

- (a) prevent or limit adverse effects or negative publicity which it is anticipated may arise from any **Claim** or **Formal Investigation**; or
- (b) disseminate to the public any resolution of a **Claim**, including the findings of a final adjudication in favour of the **Insured** or **Company**.

Securities means any share capital, equity or debt instrument of the **Company**



Securities Claim means a **Claim** made against an **Insured** that is brought:

- (a) by any person or entity arising out of, based upon or attributable to the purchase or sale or offer or solicitation of an offer to purchase or sell any **Securities** of the **Company**; or
- (b) by a holder of **Securities** of the **Company** with respect to such holder's interest in **Securities** of the **Company**; or
- (c) derivatively on behalf of the **Company** by a holder of **Securities** of the **Company**.

Shadow Director means a natural person acting as a Shadow Director as defined in Section 251 of the Companies Act 2006, or the equivalent in any jurisdiction.

Subsidiary means any entity in respect of which the **Company** at the commencement of the **Policy Period**:

- (a) controls the composition of the board of Directors; or
- (b) controls more than half the voting power; or
- (c) holds more than half of the issued share capital; or
- (d) any joint venture or entity over which the **Company** directly or indirectly exercises management control.

Cover in respect of any **Subsidiary** shall only apply for **Wrongful Acts** committed, or conduct or events taking place whilst such entity is a **Subsidiary**.

Takeover means the:

- (a) acquisition by another entity or person, or group of entities or persons acting in concert, of 50% (fifty percent) or more of the issued share capital of the **Company**; or
- (b) merger of the **Company** into another entity such that the **Company** is not the surviving entity.

Wrongful Act means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of trust or breach of duty committed or attempted by an **Insured** in their capacity as such.

4. DISCOVERY PERIOD

If the **Insurer** refuses to renew this Policy or the **Company** chooses not to renew this Policy, the **Company** shall have the right to purchase, upon payment of the additional premium stated in Item 8.b of the Policy Schedule, an extension of this Policy for the period described in Item 8.a. of the Policy Schedule, for any **Claim** first made or deemed to be made during such period for **Wrongful Acts** committed or alleged to have been committed prior to the commencement of this Discovery Period, provided that:

- 4.1 The **Insured** or the **Company** does not effect Directors and Officers Liability Insurance or similar insurance with any other insurer, underwriter or similar entity, and
- 4.2 Written notice of the **Company's** election to purchase this Discovery Period and the additional premium specified in Item 8.b. of the Policy Schedule are received by the **Insurer** within thirty (30) days following expiry of the Policy Period stated in Item 4 of the Policy Schedule, and
- 4.3 The **Company** shall not have the right to purchase a Discovery Period in the event of a **Takeover**, and
- 4.4 There is no separate or additional Limit of Liability for any Discovery Period.

The Discovery Period is non-cancellable and the entire premium shall be fully earned at its commencement. Any Discovery Period purchased shall lapse immediately upon a similar Policy being obtained, without any obligation upon the **Insurer** to return any portion of the premium.

5. EXCLUSIONS

The **Insurer** shall not be liable to make any payment in connection with any **Formal Investigation** or **Health and Safety Investigation**, or of **Loss** in connection with any **Claim**:

5.1 Bodily Injury and/or Property Damage

For any actual or alleged bodily injury, death, sickness, disease, emotional distress, mental anguish, injury, or defamation of any person, or damage to or destruction of any tangible property including loss of use. This exclusion shall not apply to emotional distress or mental anguish arising from an **Employment Practices Claims**.

5.2 Illegal Profits and/or Deliberate Acts

5.2.1 Based upon, arising out of or attributable to any actual dishonest, fraudulent or malicious act of any **Insured** or the **Company** in the event the foregoing is established by final adjudication by a Court or Tribunal or by formal written admission by such **Insured**.

5.2.2 Based upon, arising out of or attributable to any **Insured** or the **Company** gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled in the event the foregoing is established by final adjudication by a Court or Tribunal or by formal written admission by such **Insured**.

5.3 Insured V Insured

Brought by or on behalf of any **Insured** or the **Company** which are brought or maintained, in whole or in part in, or subject to the laws of, the United States of America or Canada or any territories or possessions thereof, provided however that this exclusion shall not apply to any:

5.3.1 **Employment Practices Claim** brought by an **Insured**, or

5.3.2 **Claim** that is in the form of a cross **Claim**, third-party **Claim** or otherwise for contribution or indemnity which is part of and results directly from a **Claim** which is not otherwise excluded under this Policy, or

5.3.3 **Claim** brought or maintained by or on behalf of a liquidator, receiver, administrative receiver, or similar official under the laws of any jurisdiction, or

5.3.4 **Claim** brought by any former director or officer of the **Company**, or

5.3.5 **Claim** instigated by a shareholder or group of shareholders without the solicitation, participation or assistance of the **Insured** or the **Company**, or

5.3.6 **Defence Costs**.



5.4 Pension Trustees

For any actual or alleged violation of the responsibilities, obligations or duties imposed under the Pensions Act 1995, the Employee Retirement Income Security Act 1974 in the United States of America, or any similar provision of any statutory, civil or common law or any other jurisdiction applicable to trustees, fiduciaries or administrators of any superannuation scheme, programme, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained to provide benefits to employees.

5.5 Pollution

Based upon, arising out of or attributable to **Pollution**, provided that if such **Claim** is brought or maintained entirely outside of, and not subject to the laws of the United States of America or Canada or any territories or possessions thereof, this exclusion shall not apply to:

- 5.5.1 that part of **Loss** which constitutes **Defence Costs** subject to the sub-limit stated in Item 5.c. of the Policy Schedule; or
- 5.5.2 any **Claim** instigated by any shareholder or group of shareholders of the **Company** in the name of the **Company** without the solicitation, participation or assistance of the **Insured** or the **Company**.

5.6 Prior Claims and Circumstances

Based upon, arising out of or attributable to:

- 5.6.1 any litigation or proceeding instigated or in existence prior to the date stated in Item 7 of the Policy Schedule or which arises from the same or essentially the same facts as alleged in such pending or prior litigation or proceeding; or
- 5.6.2 any **Wrongful Act** or series of related **Wrongful Acts** alleged in any **Claim**, circumstance or any investigation of which notice has been given, or should have been given, under any policy existing or expired before or on the inception date of this Policy.

For the purpose of this exclusion, the term 'litigation or proceeding' shall include, but not be limited to, any civil or criminal proceeding as well as any administrative or regulatory proceeding or official investigation or arbitration or adjudication.

6. LIMIT OF LIABILITY

6.1 Aggregate Limit of Liability

The Limit of Liability stated in Item 5. of the Policy Schedule is the aggregate limit of the **Insurer's** liability for all **Loss** under this Policy, other than:

- (a) in respect of payments for **Loss** in accordance with Section 2.3. Non-Executive Directors Additional Limit; and
- (b) in respect of payments for that part of **Loss** which represents **Defence Costs** in accordance with Section 2.10. Additional Defence Costs.

The payment by the **Insurer** of **Defence Costs** shall erode the Limit of Liability only after the exhaustion of the Additional Limit of Liability which is an aggregate amount.

6.2 Sub-Limits

Any sub-limit specified in this Policy shall be the **Insurer's** maximum aggregate liability under such sub-limited coverage irrespective of the number of **Claims** under this Policy, the amount claimed or the number of **Insureds** named in any **Claim**. Any sub-limit shall be part of and not in addition to the aggregate Limit of Liability shown in Item 5 of the Policy Schedule.

7. RETENTION

Insurers shall only be liable under Section 1.2 Company Reimbursement Liability to pay **Loss**, in excess of the amount stated in Item 6 of the Policy Schedule which amount applies to each and every **Claim**. This retention is to be borne by the **Company** and is not to be insured.

A single retention shall apply to all **Loss** arising from any **Claim** or series of **Claims** arising out of, based upon or attributable to continuous, repeated or related **Wrongful Acts**.

8. CLAIMS AND NOTICE PROVISIONS

Sections 8.1 to 8.3 contain important Policy conditions which must be followed in their entirety by the **Insured** and/or the **Company** if a **Claim** or other insured event is to be considered valid under the Policy.

8.1 Notice of Claim

The **Insured** and/or the **Company** must give the **Insurer** notice in writing of any **Claim** as soon as reasonably possible and in any event within 30 days of the end of the **Policy Period**.

Such notice must be addressed to Hayley Barnes, Claims Manager, Nexus Claims Management Services Limited, 52-56 Leadenhall Street, London EC3A 2EB or via email at: notifications@nexusclaims.com

8.2 Notice of Circumstances

The **Insured** and/or the **Company** must give the **Insurer** notice in writing of any circumstances which might reasonably be expected to give rise to a **Claim** against an **Insured**, including the reasons for the anticipation of such **Claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **Claim** arising out of the notified circumstances shall be deemed to have been made at the time of the notice to the **Insurer**.

8.3 Defence of Claims

8.3.1 In the event in the event of a **Claim** or circumstances which might reasonably be expected to give rise to a **Claim** the **Insured** and the **Company** must give the **Insurer** such information and cooperation as the **Insurer** may reasonable require and must not disclose to anyone the existence of this Policy without the **Insurer's** written consent, unless required by law.

8.3.2 The **Insured** or the **Company** must not admit liability for or attempt to settle any **Claim** or incur any **Defence Costs** without the prior written consent of the **Insurer** who shall be entitled at any time to take over and conduct in the name of the **Insured** and the **Company** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** and the **Company** for their own benefit any claim for payment indemnity or damages or otherwise against any third party. No action shall be taken which might prejudice **Insurers**.

8.4 Contest of Claims

8.4.1 Neither the **Insured** nor the **Company** shall be required to contest any legal proceedings unless a barrister (to be mutually agreed upon by the **Insured** and the **Company** and the **Insurer**) shall advise that such proceedings should be contested.

8.4.2 The **Insurer** shall be entitled to nominate a solicitor and, if appropriate a barrister, to represent the **Insured**.

8.5 Allocation of Loss

The **Insurer** shall advance **Defence Costs** on an ongoing basis prior to the final payment or settlement of any **Claim**. In the event that there is no cover under the Policy, the **Insured** or the **Company** shall repay such advanced payments made by the **Insurer** immediately and the Limit of Liability stated in Item 5 of the Policy Schedule shall be reduced by such amount until repaid to the **Insurer**.

With respect to those **Claims** made which include both covered and uncovered **Loss**, the **Company** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the amount as between the **Company** and the **Insured** and the **Insurer**.

If the **Insured** and the **Company** and the **Insurer** cannot agree on an allocation between covered and uncovered **Loss** the matter shall be submitted to binding arbitration before a panel, which shall consist of one arbitrator selected by the **Insured** and the **Company**, one arbitrator selected by the **Insurer**, and a third independent arbitrator selected by the first two arbitrators.

9. GENERAL CONDITIONS

The following general conditions apply to this Policy:

9.1 Assignment of Interest

Assignment of interest under this Policy shall not bind the **Insurer** unless the **Insurer's** consent to such assignment is endorsed to this Policy.

9.2 Changes

Notice to or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or a change in any part of this Policy or stop the **Insurer** from asserting any right under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

9.3 Company Authorisation

The **Insured** and the **Company** agree that the **Company** will act on behalf of all **Insureds** and the **Company** with respect to this Policy.

9.4 Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to this Policy may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9.5 Governing Law and Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of the England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

9.6 Interpretations

In this Policy:

- 9.6.1 Descriptions in the headings are solely for convenience, and form no part of the terms and conditions of coverage, and
- 9.6.2 Singular includes the plural and vice versa, and
- 9.6.3 References to specific legislation include amendments to, and re-enactments of, such legislation and similar legislation in any jurisdiction in which a **Claim** is made, and
- 9.6.4 References to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made



9.7 Notices To The Company

Any notices to the **Company** under this Policy shall be provided to the **Company** at the last known address and to its insurance agent or broker.

If posted to the **Company** at such address, the date of posting shall constitute the date when notice was given.

9.8 Other Insurance

If the **Insured** or the **Company** is or would (but for the existence of this Policy) be entitled to cover under any other Policy, (unless such other insurance is written only as specific excess insurance over the Limit of Liability provided by this Policy) in respect of any **Claim, Formal Investigation or Health and Safety Investigation**, the **Insurer** shall not be liable for **Loss** other than in excess of any amount that is or would (but for the existence of this Policy) have been payable under any other such Policy.

9.9 Territory

Unless prohibited by law, sanction or regulation this Policy shall apply to **Claims** made and **Wrongful Acts** committed worldwide subject to the terms and conditions of this Policy.

9.10 Sanctions

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9.11 Severability

9.11.1 For the purpose of determining the applicability of any Exclusions, the **Wrongful Act** of any **Insured** or the **Company** shall not be imputed to any other **Insured**.

9.11.2 The Proposal Form shall be construed as a separate Proposal Form by each **Insured** and the **Company** and no statements or knowledge possessed by any **Insured** shall be imputed to any other **Insured** or the **Company** to determine whether cover is available for such other **Insured** or the **Company**.

9.12 Severable Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.



9.13 Subrogation and Recovery

In the event the **Insurer** makes any payment under this Policy, the **Insurer** shall be subrogated to all the **Insured** and **Company's** rights of recovery, including without limitation the **Insured Person's** right to indemnification or advancement from the **Company**. In no event shall the **Insured** or the **Company** be entitled to recoup from recoveries any amount to satisfy any **Retention** until after all amounts which the **Insurer** is required to pay or pays under this Policy are reimbursed to the **Insurer**. The **Insurer** will not exercise any subrogation rights against an **Insured** or the **Company** unless it is established that the **Insured** or the **Company** committed a deliberate criminal act or obtained any profit or advantage to which the **Insured** or the **Company** was not entitled.

Neither the **Insured** nor the **Company** shall do anything to prejudice the **Insurer's** ability to assert such rights.

9.14 Takeover

If during the **Policy Period** a **Takeover** occurs the coverage under this Policy shall continue until the end of the **Policy Period** specified in Item 4 of the Policy Schedule, but only with respect to **Claims** for **Wrongful Acts** prior to the date of the **Takeover**.



COMPLAINTS NOTICE - IRELAND

Any complaint should be addressed to:

Service Manager Operations Team, Lloyd's Insurance Company S.A., Bastion Tower,
Marsveldplein 5, 1050 Brussels, Belgium, Telephone Number: +32 (0)2 227 39 40, Email:
enquiries.lloydsbrussels@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027A



DATA PROTECTION SHORT FORM PRIVACY NOTICE

Your privacy notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.



Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Data Protection Manager
52-56 Leadenhall Street, London, EC3A 2EB

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

LBS0046B



ENDORSEMENTS

The following endorsements attach to and form part of Policy Number EK6840DOA211 in the name of Experiment in International Living CLG,

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Full Bodily Injury/Property Damage Exclusion

Section 5 EXCLUSIONS 5.1 is deleted and replaced with

5.1 BODILY INJURY AND/OR PROPERTY DAMAGE

based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving 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.

In addition, Section 2.6 HEALTH & SAFETY INVESTIGATIONS/ CORPORATE MANSLAUGHTER is deleted and of no effect.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

Full Professional Services Exclusion

The Insurer shall not be liable to make any payment in connection with any **Formal Investigation** or **Health and Safety Investigation** or of **Loss** in connection with any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged breach of any professional services or duty by any **Insured** or the **Company**.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

North America Exclusion

Section 9.9 TERRITORY is deleted and replaced with

9.9 TERRITORY

This Policy shall apply to **Claims** made and **Wrongful Acts** committed worldwide excluding the United States of America or Canada subject to the terms and conditions of this Policy.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.



Premium Payment Clause (LSW 3000 Amended)

It is a condition precedent to this policy that the premium will be paid in full to the **Insurer** within 60 days from inception of this policy (or in respect of additional premiums, when due).

If the premium due under this policy has not been so paid to the **Insurer** by the 60th day from the inception of this policy (and, in respect of additional premiums, by the date they are due) the **Insurer** shall have the right to cancel this policy by notifying the **Insured** or **Company** in writing via their appointed insurance broker.

In the event of cancellation, premium is due to the **Insurer** on a pro rata basis for the period that the insurer is on risk but the full premium shall be payable to the **Insurer** in the event of a claim or circumstance which gives rise to a claim under this policy. It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the **Insured** or **Company** via their appointed insurance broker.

If premium due is paid to the **Insurer** 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.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in force and effect.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

Sexual Conduct Exclusion

The **Insurer** shall not be liable to make any payment in connection with any **Formal Investigation** or **Health and Safety Investigation**, or of **Loss** in connection with any **Claim** based upon or arising out of any actual, attempted or alleged physical or sexual abuse of another person, sexual relations, unwelcome sexual contact or intimacy, sexual harassment, sexual exploitation or molestation.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

Service Of Suit And Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

Pierre-Eloi Gilles
Souscripteur senior, Gérant Nexus Europe
Nexus Europe SARL
22 Avenue de la Grande Armée, 75017 Paris, France
M: +33 (0) 6 31 12 47 10
E: pgilles@nexusunderwriting.com



who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0006A

Language Declaration Clause

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

LBS0007

Insolvency Exclusion

The **Insurer** shall not pay any **Loss** in connection with any **Claim** arising directly or indirectly from or in connection with or as a consequence of one or more of the following happening:

- (i) an order being made for the winding up of the **Company**;
- (ii) the appointment of a liquidator or a receiver or an administrator or an administrative receiver or a trustee in bankruptcy or, in the case of a voluntary arrangement, a nominee or a supervisor;
- (iii) a proposal being made to the **Company** and to its creditors of a composition of debts or scheme for arrangement to be conducted under the supervision of an insolvency practitioner, either as a nominee or otherwise;
- (iv) an allegation of wrongful trading or fraudulent trading or allegation of misfeasance arising out of either of the foregoing allegations or in any way pertaining to one or more, wholly or in part, of (i) to (iii) inclusive of this clause being made against any **Insured**.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.

Specific Matters Exclusion

The **Insurer** shall not be liable to make any payment in connection with any **Formal Investigation** or **Health and Safety Investigation**, or of **Loss** in connection with any **Claim** based upon, arising out of, directly or indirectly resulting from, attributable to, or in any way involving Evelyn Cleary.

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.



Cyber Risks Endorsement

Loss (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a **Cyber Act** or **Cyber Incident** will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Company** or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Loss (as defined in the Policy to which this endorsement is attached)

LMA5471

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance



SCHEDULE OF SECURITY

BINDING AUTHORITY NUMBER: B117721030101 (LBS)

Insurer

Percentage

Lloyd's Insurance Company S.A. (WRB 5340)

100%