



Community Employment Schemes Policy

PART A- Casualty

The *Insurer* will provide the *Insured* with the Insurance hereinafter contained whilst the *Insured* is carrying on the *Business* described in the Schedule. The *Insured* has paid or agreed to pay the premium as consideration for this Insurance and the *Completed Application Form* and *Schedule* shall form part of this contract of insurance and are deemed to be incorporated herein. The premium shall include any adjusted premium in accordance with Condition 12 of Part A.

Insuring Agreement

Limits of Indemnity

The liability of the *Insurer* under this Part A for all damages payable to any claimant or any number of claimants in respect of or arising out of one *Occurrence* or in respect of or arising out of all *Occurrences* of a series consequent on or attributable to one source or original cause shall not exceed the amount(s) specified as the Limits of Indemnity in the Schedule.

Section 1 - Employers Liability

It is agreed that if any *Employee* shall while employed within the *Territorial Limits* sustain *Bodily Injuriy* caused during the Policy Period and arising out of and in the course of their employment by the *Insured* in the *Business* the *Insurer* will subject to the terms exceptions limits and conditions contained herein or endorsed hereon

- (a) indemnify the *Insured* against legal liability for damages and claimant's costs and expenses in respect of such *Bodily Injuriy* other than liability attaching by virtue of a contract or agreement which would not have attached in the absence of such contract or agreement except as provided in (B) below
- (b) where any contract or agreement entered into by the *Insured* with any public authority local authority company firm individual or other party (hereinafter called "the Principal") so requires
 1. indemnify the *Insured* against liability arising in connection with and assumed by the *Insured* by virtue of such contract or agreement
 2. indemnify the Principal in like manner to the *Insured* in respect of the Principal's liability arising from the performance of such contract or agreement but only so far as concerns liability as described in this Part A to an *Employee* of the *Insured* provided that
 - (i) the *Insured* shall have arranged with the Principal for the conduct and control of all claims to be vested in the *Insurer*
 - (ii) the Principal shall as though they were the *Insured* observe fulfil and be subject to the terms exceptions limits and conditions of this Part A in so far as they can apply

The *Insurer* will also

1. pay all costs and expenses incurred with its written consent in respect of a claim against the *Insured* for damages and claimants' costs and expenses to which the indemnity expressed in this Section applies
2. pay the solicitor's fee incurred with its written consent for representation of the *Insured* at proceedings in any court of summary jurisdiction arising out of any alleged breach of a statutory duty resulting in *Bodily Injuriy* which may be the subject of indemnity under this Section

Such costs and expenses shall be included within the Limit of Indemnity as stated in the Schedule or endorsed hereon

Section 2 - Public Liability

The *Insurer* will subject to the terms exceptions limits and conditions contained herein or endorsed hereon indemnify the *Insured* against

1. all sums which the *Insured* becomes legally liable to pay as damages in respect of
 - (i) accidental *Bodily Injuriy* to any person (other than an *Employee* as within defined)
 - (ii) accidental *Damage to Property* occurring within the *Territorial Limits* during the Policy Period and happening in connection with the *Business*
2. all costs and expenses
 - (i) recovered by any claimant against the *Insured*
 - (ii) incurred with the written consent of the *Insurer* in respect of a claim against the *Insured* for damages to which the indemnity expressed in this Section applies Such costs and expenses shall be in addition to the Limits of Indemnity stated in the Schedule or endorsed hereon

Exceptions to Part A

Notes:

The undernoted Exceptions apply only to the Sections of Part A as specified;

SECTION 1 - EMPLOYERS LIABILITY

Exceptions 1, 2, 3, 10(A) & 11

SECTION 2 - PUBLIC LIABILITY

Exceptions 1, 2, 3, 4, 5, 6, 7, 8, 9 10(B) & 11

The Indemnity expressed in this Part A shall not apply to liability

1. of whatsoever nature directly or indirectly caused by or contributed to or arising from or as a result of or in connection with
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (iii) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - (iv) Terrorism including but not limited to any contemporaneous or ensuing Bodily Injury or Property Damage caused by fire looting or theft. Terrorism shall also include any act which is verified or recognised as an act of terrorism by the government of any territory or country in which this Part A operates or applies.
2. for which compulsory insurance cover or security is required under any Road Traffic Act legislation
3. arising in connection with work on Offshore installations or transit thereto or therefrom
4. in respect of *Bodily Injury* sustained by any Employee of the Insured and arising out of and in the course of such person's employment or service with the Insured
5. assumed by the *Insured* by any contract or agreement and which would not have attached in the absence of any such contract or agreement
6. in respect of the costs of making good defective workmanship or defective materials or arising out of the consequences of defective workmanship or defective materials other than the *Insured's* legal liability as expressed in Part A in respect of accidental *Bodily Injury* or *Damage to Property* resulting from such defective
7. in respect of a deliberate wilful act or omission of the *Insured* or any Director Partner or *Employee* of the *Insured* and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
8. in respect of *Damage to Property*
 - (i) belonging to the *Insured*
 - (ii) held in trust by or in the charge or under the control of the *Insured* or any *Employee* of the *Insured*
 - (iii) being that part of any *Property* on which the *Insured* or any *Employee* of the *Insured* is or has been working if that *Damage* results directly from such work
9. in respect of *Bodily Injury* to any person and/or *Damage to Property* caused by or in connection with or arising from
 - (i) the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle and/or trailer or water or airborne vessel or craft or the loading or unloading thereof or the delivery or collection of goods in connection with such ownership or possession or use but this exception shall not operate in respect of liability for *Bodily Injury* or *Damage* occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to or the removal of a load from any vehicle and/or trailer owned by or under the control of the Insured
 - (ii) any passenger lift elevator or escalator owned by the Insured or for the maintenance of which the Insured is responsible
 - (iii) an accident to any vessel or craft in consequence of the condition or unsuitability of any berth docking or mooring
 - (iv) remedial or professional or other advice or treatment (other than medical first-aid treatment) given by or on behalf of the Insured for a fee or omitted by the Insured or by any Employee of the Insured workmanship or defective materials
 - (i) any *Products* that have ceased to be in the possession or under the control of the *Insured* but this exception shall not apply to food or beverages served for consumption on any of the *Insured's* premises to which this Part A applies
 - (ii) defamatory statement or infringement of plans copyright patent trade name trade mark or registered design
 - (iii) (a) pollution or contamination of air water or soil within the territories of the United States of America or Canada
 - (b) pollution or contamination of air water or soil outside the territories of the United States of America or Canada but this exception (b) will not apply
 - (i) if it can be demonstrably proved to have been caused by an immediate sudden and unforeseen discharge consequent upon an accident or
 - (ii) if due to defective drains sewers or sanitary arrangementsAll pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes placeThe liability of the *Insurer* for damages payable in respect of all claims arising out of pollution or contamination which is deemed to have occurred during the *Policy Period* shall not exceed the Limit of Indemnity as stated in the Schedule in respect of any one *Occurrence* and in the aggregate in any one *Policy Period*
 - (v) the bursting of any pressure part of
 - (a) any steam boiler or any economiser
 - (b) any vessel or apparatus (other than any

steam turbine or engine or other steam driven machinery) intended to operate under steam pressure belonging to or under the control of the *Insured* or any *Employee* of the *Insured*

10. Asbestos exposures as detailed in (A) and (B) below
- (a) This applies only to Section 1 of Part A (Employers Liability) arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the *Insured's* legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim against the *Insured* or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the *Insured* may be involved in relation to any of the foregoing. This exception however will not apply in circumstances where compulsory insurance of liability to employees is a provision of any law or legislation and for which cover is provided by this Part A.
- (b) - This applies only to Section 2 of Part A (Public Liability) arising directly or indirectly or caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the *Insured's* legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim against the *Insured* or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the *Insured* may be involved in relation to any of the foregoing.

Definitions Applicable to Part A

Bodily Injury shall mean accidental bodily injury including death illness or disease. It shall include but not by way of limitation mental injury anguish and shock

Business shall mean that as detailed in the Schedule or as endorsed hereon and shall include

- (a) The provision and management of Canteen Social Sports or Welfare Organisations for the benefit of *Employees*
- (b) The provision of First-Aid Fire or Ambulance Services
- (c) Private work carried out by any *Employee* for the *Insured* or for any Director or Partner of the *Insured*

Completed Application Form shall mean a precise record of the answers and/or information the *Insured* provided to each of the specific questions asked by the *Insurer* at

the pre-contractual stage of this contract of insurance, .This includes the answers and/or information to any prior application form or Statement of Fact supplied to the *insurer* which was previously completed and provided by the *insured*.

The *Insured* must answer all of the questions on the *Completed Application Form* honestly and with reasonable care, failure to do so may be regarded as a *Misrepresentation*

Damage shall mean physical damage including physical loss nuisance trespass or obstruction

Employee shall mean

- (a) Any persons employed under a contract of service or apprenticeship with the *Insured*
- (b) Any labour master and persons supplied by such persons
- (c) Any persons employed by labour only subcontractors
- (d) Any self employed persons working under the supervision of the *Insured*
- (e) Any persons hired or on loan from any public authority local authority company firm or individual
- (f) Any persons gaining work experience whilst engaged by the *Insured* in connection with the *Business* and normally domiciled within the *Territorial Limits*

Insured shall mean that as detailed in the Schedule or as endorsed hereon and shall include

- (a) Any Director Partner or *Employee* of the *Insured* in respect of liability for which the *Insured* would have been entitled to indemnity under this Part A if the claim had been made against the *Insured*
- (b) Any Officer Member or Committee of the *Insured's* Canteen Social Sports or Welfare Organisations First Aid (other than a qualified medical practitioner) Fire or Ambulance Service in their respective capacity as such
- (c) In the event of the death of the *Insured* any personal representative of the *Insured* in respect of liability incurred by the *Insured*

Insurer shall mean AIG Europe S.A.

Misrepresentation shall mean any innocent, negligent or fraudulent answer(s) provided by the *Insured* to any question on the *Completed Application Form*.

Occurrence(s) shall mean an event including continuous or repeated exposure to substantially the same harmful conditions which results in *Bodily Injury* or *Property Damage*

Offshore shall mean embarkation on to a conveyance (whether it be airborne or waterborne) for transportation to an Offshore structure or vessel until disembarkation from the conveyance on to land upon return from the said Offshore structure or vessel

Products shall mean any goods or products (after they have ceased to be in the possession or under the control of the *Insured*) manufactured constructed installed repaired serviced treated sold supplied or distributed by the *Insured* in connection with the *Business* including any container thereof or instructions provided therewith

Property shall mean material or tangible property

Statement of Fact means a precise record of the information previously supplied to the *Insurer* by the insurance broker on behalf of the *insured* and which information the *Insurer* will continue to rely upon and form the basis of the contract of insurance along with the information provided by *insured* in the *Completed Application Form*.

Territorial Limits shall mean for Section 1 of Part A (Employers Liability); Anywhere in or temporarily outside the Republic of Ireland provided always that the *Insurer* shall not be liable in respect of any action for damages brought against the *Insured* in a court of law outside those territories comprising the European Union for Section 2 of Part A (Public Liability); Anywhere in the territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands and elsewhere in the world in respect of *Business* journeys undertaken in connection with the *Business* of the *Insured* by non-manual *Employees* normally domiciled within the territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands provided always that

- (a) the *Insured* does not temporarily or permanently own or occupy any premises elsewhere than within the territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands
- (b) the *Insurer* shall not be liable in respect of any action for damages brought against the *Insured* in a court of law outside those territories comprising of the European Union Northern Ireland Great Britain the Isle of Man or the Channel Islands

Terrorism shall mean the use or threatened use of force or violence against person or property or commission of an act dangerous to human life or property or commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when the effect or the intended effect is to intimidate coerce or harm a government the civilian population or any segment thereof or to disrupt any segment of the economy.

Extensions applicable to Part A

MINIMUM PREMIUM

The minimum premium retained by the *Insurer* in respect of this Insurance shall be the amount as stated in the Schedule

CROSS LIABILITY

The words the "*Insured*" wherever they appear shall for the purpose of this Part A apply to each party described as the *Insured* in the Schedule as if a separate policy had been issued to each and the *Insurer* agrees to waive all rights of subrogation or action which it may have or acquire against any of the parties arising out of any *Occurrence* in respect of which a claim is admitted under this Part A provided that

- (1) the *Insured* will not indemnify the *Insured* in respect of liability for which an indemnity is or would be granted under any other Employers' Liability insurance but for the existence of this Part A
- (2) the party to be indemnified is not entitled to

- indemnity under any other policy
- (3) the total liability of the *Insurer* shall not exceed the Limits of Indemnity as stated in the Schedule of this Part A in respect of any or all of the parties comprising the *Insured*

INDEMNITY TO PRINCIPAL

Notwithstanding anything contained to the contrary in this Part A it is agreed that the indemnity as provided by Section 2 of this Part A will extend to indemnify any public authority local authority company firm individual or other party (hereinafter called the "*Principal(s)*") in respect of all sums which the *Principal(s)* shall become legally liable to pay in respect of accidental *Bodily Injury* or accidental *Damage to Property* as within defined caused by: -

- (1) Any negligence of the *Insured* or any person in the service of the *Insured* whilst engaged on work in connection with the within mentioned *Business* which the *Insured* is performing under contract with the said *Principal(s)*
- (2) Any defect in machinery or plant owned by the *Insured* which is being used in connection with such work provided always that: -
 - (a) the *Principal(s)* are not entitled to indemnity under any other policy
 - (b) the *Principal(s)* shall as though they were the *Insured* observe fulfil and be subject to the terms exceptions limits and conditions of Part A insofar as they can apply
 - (c) the *Insurer* shall have the full conduct and control of all claims in respect of which indemnity is provided by this endorsement
 - (d) the limit of the *Insurer's* liability as stated in the Limits of Indemnity shall not be increased by this endorsement and the indemnity shall apply in priority to the *Insured*

MOTOR CONTINGENT LIABILITY

Notwithstanding anything contained to the contrary in Exception 9(i) of this Part A it is agreed that the *Insurer* will indemnify the *Insured* under Section 2 (Public Liability) against liability arising out of the use by any *Employee* or *Director* of the *Insured* of any motor vehicle not the property of nor provided by the *Insured* and being used in the course of the *Business* of the *Insured* provided always that the *Insurer* will not indemnify against liability:

- (a) in respect of *Property Damage* to any such motor vehicle or to property conveyed therein
- (b) in respect of which the *Insured* is entitled to indemnity under any other insurance
- (c) in connection with any motor vehicle while being used outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

So far as concerns this endorsement, the term motor vehicle is deemed to include any machinery or apparatus attached thereto

MASTER POLICY

This Part A is a Combined Employer's Liability and Public Liability Policy hereinafter termed the "*Master Policy*". The terms exceptions limits and conditions herein apply to each *Insured* (as per Declaration details advised or to be advised to the *Insurer*) as if a separate Policy had been issued to each *Insured*.

An individually numbered Insurance Certificate will be issued to each *Insured* which will give a brief outline of

cover. The full details of cover and all terms exceptions limits and conditions are as contained in the Master Policy. BHP Insurances Ltd undertake to provide monthly declaration returns in the format agreed with the *Insurer*.

PERIOD OF COVER

The Policy Period as shown on the Schedule attaching hereto is for record purposes only.

The operative dates of cover for each insured are those shown on the individually numbered insurance Certificate or dates to be advised to the *Insurer* in the scheduled Declarations.

WOOD-WORKING MACHINERY

The Indemnity as expressed in this Part A shall not apply to or include liability in respect of *Bodily Injury* sustained by an *Employee* arising out of or in connection with the use by the *Insured* of wood-working machinery driven by steam gas water electricity or other mechanical power. The expression "wood-working machinery" shall not be deemed to include:

Lathes
Fret-Saws
Boring Machines Sanding Machines
Mechanically driven portable tools applied to the work by hand other than Pendulum and Swing Saws

HEAT LIMIT AND USE OF HEAT CONDITIONS If the *Insured* are involved in activities as outlined in (1), (2) and (3) below, it is agreed that the indemnity as provided in section 2 of this Part A shall be limited in the maximum to €2,600,000. However, it is a condition precedent to any liability herein that when

- (1) welding or flame-cutting equipment, blow lamps, blow torches, hot air guns or angle grinders are used by the *Insured* or any *Employee* of the *Insured* away from the *Insured's* premises the *Insured* shall ensure that the undernoted precautions are complied with on each occasion
 - (i) the area in which the operation is to be carried out must be segregated by the use of non-combustible curtains or sheets and/or screens
 - (ii) such segregated area must be adequately cleaned and freed from combustible materials before operations commence
 - (iii) combustible floors within the segregated area must be liberally coated with sand or protected with over-lapping sheets of non-combustible material
 - (iv) other combustible constructions within the segregated area must be protected by non combustible curtains or sheets
 - (v) portable fire extinguishing appliances must be kept available for immediate use at the scene of operations
 - (vi) in addition to the persons engaged on the work the *Insured* shall appoint a competent person to act as a fire watcher for the period of operations
 - (vii) before applying heat to metal work built into or projecting through walls, partition, floors, ceilings and roofs an examination must be made to confirm that the other end of the metal is not in hazardous proximity to combustible material
 - (viii) the stub ends of welding rods must be disposed of so that they do not come into contact with combustible material
 - (ix) where work involves the use of blow torches or blow lamps such blow torches or blow lamps must be:-

- a. filled only in the open
- b. lighted immediately before use and extinguished immediately after use
- c. not left unattended when lit
- (x) a thorough examination must be made in the area which the work had been undertaken during a period of one hour after the termination of each period of work
- (2) vessels for the heating of asphalt or bitumen are used by the *Insured* or any *Employee* of the *Insured* away from the *insured's* premises the *Insured* shall ensure that each vessel
 - (i) shall be kept in the open whilst heating is taking place
 - (ii) shall not be left unattended whilst heating is taking place
 - (iii) if used on a roof shall be placed upon a surface of non-combustible material
 - (iv) shall be suitable for the purpose for which it is intended and be maintained and used strictly in accordance with the manufacturer's instructions and that portable fire extinguishing appliances are kept available for immediate use at the scene of operations
- (3) the *Insured* burns debris away from their premises the following precautions shall be complied with on each occasion
 - (i) fires shall be in a cleared area and at a distance of at least 4 metres from any property
 - (ii) fires shall not be left unattended at any time
 - (iii) portable fire extinguishing appliances must be kept available for immediate use at the scene of operations
 - (iv) fires shall be extinguished at least one hour prior to leaving the site at the end of each working day

HEIGHT RESTRICTION

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary that the Indemnity expressed in this Part A in respect of the *Insured* shall not apply to liability arising in connection with Construction work or Demolition Work in excess of 4 metres in height and all other work in excess of 8 metres in height. For the purposes of this endorsement, height will be measured from ground level for external work and from floor level for internal work.

SCAFFOLDING

Notwithstanding anything contained herein or to the contrary it is hereby declared and agreed that the indemnity provided in this Part A shall not apply in respect of the manufacture, assembly, erection or dismantling of scaffolding.

SEXUAL ABUSE

The insurance does not apply to *Bodily Injury* and loss of or *Damage to Property* arising out of:

1. the actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimisation, physical abuse, physical assault, any resulting mental or emotional injury or any occasion to engage in sexual activities on the part of any employee, assistant, volunteer or member of any facility owned, operated or maintained by the *Insured* or;
2. The negligent employment, investigation supervision, reporting to the proper authorities or failure to so report or retention of any *Employees*, assistant, volunteer or member of any facility owned, operated

or maintained by the *Insured* whose conduct would be excluded by paragraph 1 above.

INDEMNITY TO THE DEPARTMENT OF SOCIAL PROTECTION

Notwithstanding anything contained to the contrary in this Part A it is agreed that the indemnity as provided by Section 2 of this Part A will extend to indemnify The Department of Social Protection (for the purpose of this extension called the "Principal(s)") in respect of all sums which the Principal(s) shall become legally liable to pay in respect of accidental *Bodily Injury* or accidental *Damage to Property* as within defined caused by: -

- (1) Any negligence of the *Insured* or any person in the service of the *Insured* whilst engaged on work in connection with the within mentioned *Business* which the *Insured* is performing under contract with the said Principal(s)
- (2) Any defect in machinery or plant owned by the *Insured* which is being used in connection with such work provided always that: -
 - (a) the Principal(s) are not entitled to indemnity under any other policy
 - (b) the Principal(s) shall as though they were the *Insured* observe fulfil and be subject to the terms exceptions limits and conditions of the Part A insofar as they can apply
 - (c) the *Insurer* shall have the full conduct and control of all claims in respect of which indemnity is provided by this endorsement
 - (d) the limit of the *Insurer's* liability as stated in the Limits of Indemnity shall not be increased by this endorsement and the indemnity shall apply in priority to the *Insured*

neither negligent nor fraudulent) the *Insurer* will pay any covered claim event subject to the terms and conditions of this policy.

- (b) **Negligent Misrepresentation:**
If the *Insured* makes a negligent misrepresentation or fail to take reasonable care in completing the *Completed Application Form* the cover under this Part A may not fully operate and in the event of a claim the *Insurer* will exercise one of the following remedies:
 - (a) If knowing the full details the *Insurer* would not have entered into the insurance contract, the *Insurer* may avoid the contract, refuse all claims and return any premiums paid by the *Insured*.
 - (b) If the *Insurer* would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
 - (c) If the *Insurer* would have entered into the contract of insurance but have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on the claim.
 - (d) Where there is no outstanding claim under the contract of insurance, the *Insurer* may either:
 - (i) give notice to the *Insured* that in the event of a claim the *Insurer* will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to the *Insured*.
- (c) **Fraudulent Misrepresentation:**
If the *Insured* makes a fraudulent misrepresentation or where any conduct by the *Insured* or *Insured* involves fraud of any kind the *Insurer* shall be entitled to avoid the contract of insurance and refuse any claims.

Conditions applicable to Part A

1. Completed Application Form

The *Insured* must answer all questions on the *Completed Application Form* honestly and with reasonable care. This includes the answers and/or information to any prior application form or *statement of fact* supplied to the *insurer* which was previously completed and provided by the *insured*. In the event of any inconsistency in the *insured* responses to, or information supplied in the *Completed Application Form* and the Statement of Fact the most recent answers and information supplied in the *Completed Application Form* will prevail.

Failure by the *insured* to answer all questions honestly and with reasonable care may result in This Part A being cancelled or the *Insurer* may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation condition.

The *Insured* must either immediately or as soon as reasonably possible inform the *Insurer* if any of the answers or information given in the *Completed Application Form* is inaccurate or has changed.

2. Impact of Misrepresentation

The impact of any Misrepresentation by the *Insured* to any of the answers provided on the *Completed Application Form* is as follows:

- (a) **Innocent Misrepresentation:**
Where the *Insured* have answered all questions in the *Completed Application Form* honestly and with reasonable care but where the *Insured* made an innocent misrepresentation (that is, one that is

3. Interpretation

This Part A, the *Completed Application Form* and the Schedule (which forms an integral part of this Policy) and any endorsements added to Part A shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Part A or of the *Completed Application Form* or Schedule shall bear such specific meaning wherever it may appear.

4. Alteration

The *Insured* must either immediately or as soon as reasonably possible inform the *Insurer* if any of the answers or information given in the *Completed Application Form* is inaccurate or has changed. Failure to do so may be regarded as a *Misrepresentation* and this Part A may be voided in respect of any risk or item thereof in regard to which there is any alteration after the commencement of this Insurance (please refer to Impact of Misrepresentation section below)

5. Precautions

The *Insured* shall take all reasonable precautions to prevent *Bodily Injury* or *Damage* and shall exercise reasonable care that all statutory and other obligations and regulations imposed by any authority are duly observed and complied with and shall maintain the premises and all ways works machinery and plant in good condition and if any defect is discovered by complaints or otherwise the *Insured* shall take immediate steps to remedy same and in the meantime shall cause such temporary precautions to be taken as the circumstances may require. After any *Occurrence* covered by this Part A no alteration or repair shall so

- far as practicable be made until the *Insurer* shall have had an opportunity of inspecting
6. **Suspension of Cover**
The *Insurer* shall at all reasonable time have free access to inspect any property and in the event of any defect or danger being apparent to the *Insurer*, the *Insurer* may give notice in writing to the *Insured* and thereupon all liability of the *Insurer* in respect thereof or arising therefrom shall be suspended until such defect or danger is altered to the satisfaction of the *Insurer*
7. **Claims Procedures**
(a) The *Insured* shall give notice to the *Insurer* as soon as possible of any *Occurrence* likely to give rise to a claim with full particulars thereof. Every letter claim writ summons and/or process shall be notified and forwarded to the *Insurer* immediately on receipt. Notice shall also be given to the *Insurer* immediately after the *Insured* shall have knowledge of any incident prosecution or inquest in connection with any *Occurrence* for which there may be a liability under this Part A
(b) No admission repudiation offer payment or indemnity shall be made or given by or on behalf of the *Insured* without the written consent of the *Insurer* which shall be entitled if it so desires to take over and conduct in the name of the *Insured* the defence or settlement of any claim or to prosecute in the name of the *Insured* for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim including the provision of appropriate medical rehabilitation services and the *Insured* shall give all such information and assistance as the *Insurer* may require
8. **Arbitration**
All differences arising out of this Part A shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in the case of disagreement between the Arbitrators to the decision of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against the *Insurer*. If the *Insurer* shall disclaim liability for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not be thereafter recoverable hereunder
9. **Non-Contribution**
If at the time of the happening of any *Occurrence* covered by this Part A there is any other existing insurance whether effected by the *Insured* or not covering the same liability the *Insurer* shall not be liable to indemnify the *Insured* in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Part A not been effected
10. **Discharge of Liability**
The *Insurer* may at any time pay to the *Insured* the Limit of Indemnity as shown on the Schedule or as endorsed hereon (less any sum or sums paid as compensation) or any lesser amount for which any claim or claims arising from such *Occurrence* can be settled and upon such payment the *Insurer* shall be under no further liability in connection with such claim or claims
11. **Cancellation**
Outside of the *Cooling Off Period*, the *Insurer* may cancel this Part A by sending thirty consecutive days notice by registered communication to the *insured's* broker or agent at their last known address. In such event the premium shall be adjusted in accordance with Condition 12 of this Part A and any minimum requirement as contained in Part A will be of no effect
12. **Adjustment of Premium**
If the first premium and all renewal premiums that may be accepted are to be regulated by any estimates furnished by the *Insured*, then the *Insured* shall record and keep an accurate record containing all particulars relative thereto and shall at all times allow the *Insurer* to inspect such records. Within one month of expiry of each Policy Period the *Insured* shall supply the *Insurer* with a correct account of all such particulars and information certified by the *Insured's* auditors if so required by the *Insurer*. The premium for such period will thereupon be adjusted and the difference in premium shall be met by a further proportionate payment to the *Insurer* or by a refund by the *Insurer* as the case may be but subject to any minimum premium requirement
13. **Observance of Terms**
The due observance and fulfilment of the terms conditions and endorsements of this Part A in so far as they relate to anything to be done or complied with by the *Insured* (honestly and with reasonable care) and the truth of the statements and answers in the Completed Application Form may affect any liability of the *Insurer* to make any payment under this Part A (see Impacts of Misrepresentation section).
14. **Governing Law**
This Policy shall be governed and construed in accordance with the laws of the Republic of Ireland
15. **Insurance Act (1936)**
All monies which become or may become due and payable by the *Insurer* under this Policy shall in accordance with Section 93 of the Insurance Act 1936 (as amended from time to time) be payable and paid in the Republic of Ireland
16. **Sanctions Limitation**
The *Insurer* shall not be deemed to provide cover and the *Insurer* shall not 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 the *Insurer*, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Luxembourg, UK, or the United States of America
17. **Cooling Off Period**
The *Insured* has 14 working days from the start date of the *Policy* to cancel this Part A of the *Policy* by giving notice in writing of cancellation to the *Insurer*.

This is known as a cooling off period.

18. Insurance Compensation Fund

The *Insured* may be entitled to compensation from the insurance compensation fund scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations under this Part A. The maximum amount that could be available in respect of any sum due to the *Insured* is 65% of the sum due or €825,000, whichever is the lesser. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>.

19. Third Party Contract Rights

Nothing in this Part A is intended to confer a directly enforceable benefit to any party other than the *Insured*, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

Headings and Titles and Other References

The descriptions in the headings and titles of this Part A are solely for reference and convenience and do not lend any meaning to this Part A. Words and expressions in the singular shall include the plural and vice versa. In this Part A, wordings in italics typeface shall have special meaning and are defined. Words that are not specifically defined in this Part A have the meaning normally attributed to them. References to legislation shall be those of Republic of Ireland, unless otherwise specified, and shall include any subsequent amendments or re-enactments thereof and the equivalent legislation in other jurisdictions. All references to titles and positions shall mean the equivalent in other jurisdictions. A reference herein to "this Part A" shall mean a reference only to those Insurance Covers stated herein which are shown on the schedule as purchased.

Part B - Financial Lines

All insurance covers are afforded solely for claims first made against an *Insured* during the Policy Period and reported to the Insurer as required by this Part B.

In consideration of the payment of the premium or agreement to pay the premium, the *Insurer* and the *Policyholder* agree as follows:

1. Insurance Covers

Section 3 Management Liability Cover

- (i) **Individuals**
The *Insurer* shall pay the loss of each *manager* resulting from any claim in connection with management liability.
- (ii) **Not for Profit Entity reimbursement**
The *Insurer* shall pay on behalf of each *not for profit entity* the loss of any *manager* resulting from any claim in connection with *management liability*.

Section 4 Corporate Liability Cover

- (i) **Corporate Liability**
The *Insurer* shall pay the loss of any *not for profit entity* resulting from any claim in connection with *corporate liability*.
- (ii) **Not for profit entity Pollution Condition Defence Costs**
The *Insurer* shall pay the *defence costs* of any *not for profit entity* resulting from any claim in connection with a *pollution condition*.
- (iii) **Professional Indemnity cover**
The *Insurer* shall pay the legal liability of the *insured* for the loss arising from any *claim* or *claims* made against the *insured* for any actual or alleged:
 - (a) negligent breach of duty, act, error, or omission, or breach of confidentiality in connection with their business.
 - (b) libel or slander committed unintentionally by the *insured*
 - (c) infringement of copyright, patent, trademark or design rights committed unintentionally by the *insured*.

Section 5 Employment Practices Liability Cover

The *Insurer* shall pay the loss of each *not for profit entity* resulting from any *claim* in connection with *employment practices liability*.

Section 6 Legal Expenses Cover

The *Insurer* shall pay any *legal expenses claim* made by the *insured* during the *Policy Period* provided that the *Insurer* will only accept a *legal expenses claim* under this section 7 if, in the opinion of the *Insurer*, the relevant legal proceedings offer reasonable prospects of success. The *Insurer* may at its sole discretion at any time discontinue the indemnity provided herein if in the course of a *legal expenses claim* it becomes apparent that such prospects no longer exist. If the *Insurer* refuses to accept or discontinues any *legal expenses claim* it will inform the *insured* as to the reasons for doing so.

Special Conditions attached to Section 6:

1. Upon acceptance by the *Insurer* of a *legal expenses claim*, the *insured* shall notify the *Insurer* which solicitor from the *Insurers* panel of solicitors they wish to appoint

to act on their behalf, unless the *Insurer* deems it necessary in the circumstances for the *Insurer* to appoint a particular solicitor.

2. If the *insured* fails to nominate a solicitor or requests the *Insurer* to do so on their behalf the *Insurer* will instruct a solicitor accordingly if it considers this necessary to protect the interests of the *insured*.
3. The solicitor nominated to act for the *insured* shall be appointed by the *Insurer* in the name of and on behalf of the *insured*.
4. The *Insurer* will have direct access to the appointed solicitor at all times. The *insured* shall co-operate with the *Insurer* and the appointed solicitor in all respects and shall keep the *Insurer* fully and continually informed of all material developments in respect of the *legal expenses claim* or legal proceedings connected thereto.
5. At the request of the *Insurer* the *insured* shall instruct the appointed solicitor to immediately produce any documents, information or advice in their possession. The *insured* shall also give the appointed solicitor such other instructions in relation to the conduct of the *legal expenses claim* as the *Insurer* may require.
6. The *Insurer* shall notify the *insured* immediately of any offer or payment into court made with a view to settling the *insured's legal expenses claim* for damages. If such offer or payment is not accepted by the *insured* and the amount thereof is equal to or in excess of the total damages eventually recovered the *Insurer* shall have no liability for any further legal costs and expenses or opponents costs unless the *Insurer* gave authority for the continuation of proceedings
7. If the *insured* is unsuccessful in any proceedings, defence or appeal no further appeal or other proceedings may be commenced by the *insured* without the prior written approval of the *Insurer*.
8. If the *insured* withdraws from a *legal expenses claim* without the prior written consent of the *Insurer*, then the *insured* shall become responsible for all costs and expenses paid or incurred by the *Insurer* in connection with the *legal expenses claim*.
9. In the event that the appointed solicitor refuses to continue to represent the *insured* or the *insured* withdraws the *legal expenses claim* from the appointed solicitor, then the liability of the *Insurer* will cease immediately unless the *Insurer* agrees in writing to the appointment of another solicitor to continue with the *legal expenses claim*.

Section 7 Fidelity Guarantee Cover

The *Insurer* shall pay the direct financial loss of the insured entity occurring during the *Policy Period*, provided that:

1. on discovery of any dishonest or fraudulent act or omission whether it is intended to make a claim for *direct financial loss* or not) the *insured* shall immediately give written notice to the *Insurer* of the extent of the *direct financial loss* as then known together with the name and last known address of the responsible party.
2. the *insured* shall take all measures to prevent further *direct financial loss* and all reasonable steps to recover the amount of any such *direct financial loss* and the liability of the *Insurer* shall be limited to the

- excess of the amount so recovered.
3. any money or assets held by the *insured* which but for the dishonest or fraudulent act or omission would have been due from the *insured* shall be deducted from any amount payable hereunder.
 4. Any subsequent recovery shall be shared in the proportion that the amount of the *direct financial loss* borne by the *Insurer* and the *insured* bears to the amount of the *direct financial loss*.
 5. the *insured* shall ensure that all its books of account are audited at least annually by a suitably qualified person.
 6. immediately following the discovery of any dishonest or fraudulent act or omission cover shall cease for all further dishonest or fraudulent acts of omissions by such person or persons.

2. Extensions applicable to Part B

Applicable to all covered loss under all Insurance Covers shown on the schedule as purchased.

2.1 Pre- Investigations and Investigations

The *Insurer* shall pay the reasonable and necessary fees, costs and expenses of each *insured person* incurred directly with respect to:

- (i) any *pre-investigation*;
- (ii) preparing any written notice or reports to any *official body* in connection with any *pre investigation*; and
- (iii) preparing for and attending an *investigation*; except remuneration of any *insured person*, cost of their time or costs or overheads of any *insured entity*. All loss shall be paid under Section 3-Management Liability.

2.2 Corporate Manslaughter

- (i) The *Insurer* shall pay the loss of any *insured* with respect to any proceeding brought against them for *corporate manslaughter*.
- (ii) The *Insurer* shall pay up to €100,000, for reasonable fees, costs and expenses of *public relations consultants* to provide *public relations services* in connection with *corporate manslaughter* proceedings, or the referral of the allegations of *corporate manslaughter* to the Crown Prosecution Service or any similar body in any jurisdiction.

Cover provided under this extension shall not apply in respect of any *insured* where such *insured entities* business activities include the provision of care for minors, disabled or vulnerable people.

2.3 Emergency costs

If the *Insurer's* written consent cannot reasonably be obtained before *defence costs* are incurred in respect of a *claim*, the *Insurer* will give retrospective approval for such *defence costs* up to €50,000.

2.4 Discovery period

Solely in respect of Section 3 **Management Liability Cover**, Section 4 **Corporate Liability** paragraphs (i) and

- (ii) and section 5 **Employment Practices Liability**, the *Policyholder* shall be entitled to a *discovery Period*:
 - (i) automatically of 90 days if this Part B is not renewed or replaced with a similar policy; or
 - (ii) 1 year, subject to the *Policyholder* making a request for such *discovery Period* in writing and paying any additional premium required, no later than 30 days after the expiry of the *Policy Period*. A *discovery Period* is non-cancellable and shall not apply if a *transaction* occurs. However, upon

written request of the *Policyholder*, the *Insurer* may quote a run off *discovery Period*. In considering such request, the *Insurer* shall be entitled to fully underwrite the exposure and to extend such offer on whatever terms, conditions and limitations that the *Insurer* reasonably deems appropriate.

No *discovery Period* shall apply in respect of cover provided under section 4 **Corporate Liability** paragraph

- (iii) Professional Indemnity Cover, section 6 **Legal Expenses Cover** or section 7 **Fidelity Guarantee Cover**.

2.5 Run-off for retired *insured persons*

Solely in respect of section 1 **Management Liability Cover**, section 2 **Corporate Liability** paragraphs (i) and (ii) and section 3 **Employment Practices Liability**, the *Insurer* will provide an unlimited *discovery Period* for any *manager*; or who retires or resigns prior to or during the *Policy Period*, other than by reason of a *transaction*; and provided that:

- a) the cover purchased under this Part B is not renewed or replaced; or
- b) where the cover under this Part B is renewed or replaced, such renewal or replacement policy does not provide an extended discovery provision of at least 6 years for such person.

2.6 Loss of documents

If any *insured* shall sustain loss caused by loss of any *document* that is the property of the *insured*, or for which the *insured* is legally responsible and:

- (i) such *document* is or is believed to be in the custody of the *insured* or in the custody of any other person to whom such *document* has been entrusted, lodged or deposited by the *insured*; and
- (ii) in the course of business, such *document* has been destroyed, damaged, lost or mislaid; and
- (iii) such loss is first discovered during the *Policy Period* or any applicable *discovery period*, then, the *Insurer* will pay up to the amount referred to in €50,000, for reasonable fees, costs and expenses incurred by any *insured* in replacing or restoring such *document* (excluding the value to the *insured* of the information or material contained in such *document*).

2.7 New subsidiary

If the *Policyholder* during the *Policy Period* obtains control and influence of any entity either directly or indirectly, then the term *subsidiary* may be extended to include that entity but only where the *Policyholder*, as soon as practicable, provides the *Insurer* in writing with sufficient details to permit the *Insurer* to assess and evaluate its exposure with respect to such entity and accepts consequent amendment to the terms and conditions of Part B, including payment of any additional premium required by the *Insurer* and the *Insurer* has endorsed this Part B to add the new *subsidiary*.

2.8 Period of Cover

The *Policy Period* as shown on the Schedule attaching hereto is for record purposes only.

The operative dates of cover for each *insured* are those shown on the individually numbered insurance Certificate or dates to be advised to the *Insurer* in the scheduled Declarations.

2.9 Master Policy

This Part B is a Management Liability, Corporate Liability, Employment Practices Liability, Professional Liability Legal Expenses and Fidelity Guarantee Policy hereinafter termed the "Master Policy".

The terms exclusions limits and herein apply to each Insured (as per Declaration details advised or to be advised to the *Insurer*) as if a separate Policy had been issued to each Insured.

An individually numbered Insurance Certificate will be issued to each Insured which will give a brief outline of cover. The full details of cover and all terms exclusions limits and conditions are as contained in the Master Policy.

BHP Insurances Ltd undertake to provide monthly declaration returns in the format agreed with the *Insurer*.

3. Definitions applicable to Part B

In this Part B the following words in italics shall have the definitions that follow:

3.1 **Asset and Liberty Proceeding**

Any proceeding brought against any *insured person* by any *official body* seeking:

- (i) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an *insured person*;
- (ii) a charge over real property or personal assets of such *insured person*;
- (iii) a temporary or permanent prohibition on such *insured person* from holding the office of or immigration status for any reason other than such *insured person's* conviction of a crime.

3.2 **Biometric data**

information or data described within:

- (i) the definition of "Biometric information" in the Biometric Information Privacy Act (a statute of the state of Illinois in the United States of America); or
- (ii) any corresponding definition of any other *USA data protection legislation*.

3.3 **Board director**

A director of the board of the *Policyholder*.

3.4 **Bodily Injury and/or Property Damage**

Bodily injury, sickness, disease, death or emotional distress of any natural person; or damage to, destruction, impairment or loss of use of any property other than a *document*.

3.5 **Breach of Confidential Information**

The unauthorised disclosure or transmission of *confidential information*.

3.6 **Claim**

- (i) A written demand;
- (ii) A civil, regulatory, mediation, administrative or performing the function of a director or officer;
- (iii) a restriction of such *insured person's* liberty to a specified domestic residence or an official detention;
- (iv) deportation of an *insured person* following revocation of otherwise proper, current and valid arbitration proceeding, including a counter-claim seeking compensation or other legal remedy;
- (v) A criminal proceeding; for a specified act, error or omission.
- (vi) An extradition proceeding; or
- (vii) An *asset and liberty proceeding*.

3.6 **Company Computer System**

- (i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or an intranet or

that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a *company*;

- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system;
- (iii) any employee "Bring Your Own Device" used to access any of the foregoing computer hardware, software or components thereof or *data* contained therein; and
- (iv) any cloud service or other hosted computer resources, used by a *company* and operated by a *third party* service provider under a written contract between such *third party* service provider and a *company*.

3.7 **Completed Application Form**

a precise record of the answers and/or information the *policyholder* provided to each of the specific questions asked by the *Insurer* at the pre-contractual stage of this contract of insurance. This includes the answers and/or information to any prior application form or *statement of fact* supplied to the *insurer* which was previously completed and provided by the *policyholder*.

The *policyholder* must answer all of the questions on the *Completed Application Form* honestly and with reasonable care, failure to do so may be regarded as a *misrepresentation*

3.8 **Confidential Information**

Corporate information and *personal information* in a *company's* or *information holder's* care, custody or control or for which a *company* is legally responsible

3.9 **Corporate Information**

a *third party's* items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection

3.10 **Corporate liability**

any liability arising from any actual or alleged act, error or omission of a *not for profit entity*, except with respect to any *employment practices liability*.

3.11 **Corporate Manslaughter**

A gross breach of duty of care causing the death of another person including under the Corporate Manslaughter and Homicide Act 2007(UK).

3.12 **Court**

Any official court of law presided over by a judge or judges in which legal issues and *claims* are heard and determined (except a Tribunal).

3.13 **Crisis event**

Any of the following unforeseen events occurring during the *Policy Period* where, in the reasonable opinion of the chief executive officer of the *Policyholder*, the event has the potential to make a significant impact on the consolidated annual revenues or the reputation of the *not for profit entity* if left unmanaged:

- (i) the sudden, unexpected death or disability of any *insured person* other than an *employee*;
- (ii) the criminal conviction of any *insured person* other than an *employee*;
- (iii) loss of a high profile donor or sponsor;
- (iv) *employee* workplace violence;
- (v) the first apparent unauthorized intrusion into any *not for profit entity's* computer facilities;
- (vi) a recall or boycott of any product;

- (vii) a man-made disaster;
 - (viii) any criminal or fraud investigation; or
 - (ix) any *claim*.
- Crisis event* does not include an event that affects the *not for profit entity's* industry in general; rather than the *not for profit entity*, specifically.

3.14 Data

any electronically stored digital or digitised information or media. For the purposes of this endorsement, *data* is not tangible property.

3.15 Data Protection Legislation

The Data Protection Acts 1988, 2003 and 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) any subsequent legislation that alters, repeals or replaces such data protection act and any and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.

3.16 Data Subject

any natural person whose *personal information* has been either collected, stored, or processed by or on behalf of a *company*.

3.17 Defence costs

- (i) Reasonable fees, costs and expenses incurred by or on behalf of an *insured* either as emergency costs under Extension 2.3 -Emergency Costs, or with the *Insurer's* prior written consent (which shall not be unreasonably delayed or withheld), after a *claim* is made, directly in connection with its investigation, defence, settlement or appeal;
- (ii) Reasonable fees, costs and expenses of accredited experts retained through defence counsel to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered *claim*; or
- (iii) The reasonable premium for any appeal bond, attachment bond or similar bond.

3.18 Direct Financial Loss

Direct financial loss sustained by any *insured entity* resulting from loss of *money* or property of the *insured entity* or for *money* or property for which they are responsible as a result of any dishonest or fraudulent act or omission of an *employee*.

3.19 Discovered

When the *insured person* first becomes aware of facts which would cause a reasonable person to assume that loss or damage to *documents* covered by Extension 2.6 - Loss of Documents has been sustained, even though the exact amount of details of the loss or damage may not then be known.

3.20 Discovery Period

A period immediately following expiry of the *Policy Period* during which written notice may be given to the *Insurer* of a *claim* first made during such period or the *Policy Period*, with respect to an act, error or omission occurring prior to the expiry of the *Policy Period*.

The *Discovery Period* applies solely in respect of cover provided under section 1 **management Liability Cover**, section 2 **Corporate Liability** paragraphs (i) and (ii) and section 3 **Employment Practices Liability**.

No *discovery Period* shall apply in respect of cover provided under insurance cover section 2 **Corporate Liability** paragraph (iii) Professional Indemnity Cover, **Section 6 Legal Expenses Cover** or Section 7 **Fidelity Guarantee Cover**

3.21 Document

Means all documents, in paper or electronic version (excluding any bearer bonds, coupons, bank or currency notes or any other negotiable instruments whether printed or reproduced by any other method).

3.22 Employee

Any natural person full-time, part-time, seasonal or temporary worker of any *not for profit entity* who works under a contract of service with the *not for profit entity*, whom such *not for profit entity* has the right to govern and direct in the performance of such services, and whom the *not for profit entity* compensates by way of salary, wages and/or commissions; or

3.23 Employment practices liability

Any liability arising from any actual or alleged act, error or omission with respect to:

- (i) any employment of any past, present or future *employee* or *insured person* of any *not for profit entity*;
- (ii) any prospective employment of any person.

3.24 Employment-related benefits

- (i) perquisites and fringe benefits;
- (ii) payments due under any employee benefit plan or pension scheme;
- (iii) stock or share options or any other right to purchase, acquire or sell stock or shares of any *not for profit entity*; or
- (iv) incentive or deferred compensation.

3.25 Information Holder

a *third party* that:

- (i) a *company* has provided *personal information* or *corporate information* to; or
- (ii) has received *personal information* or *corporate information* on behalf of a *company*.

3.26 Insured

Any *insured entity* and/or *insured person*.

3.27 Insured entity

Any *not for profit entity*.

3.28 Insured person

means *manager*.

3.29 Insurer

ALG Europe S.A. .

3.30 Investigation

Any hearing, examination or inquiry by an *official body* into the affairs of an *insured entity* or *outside entity*, or an *insured person* of such entity, once an *insured person* receives written documentation during the *Policy Period*:

- (i) requiring them to attend before or produce documents to the *official body*; or
- (ii) identifying them as a target in writing by an investigating *official body* as a target of the hearing, examination or inquiry.

An *investigation* shall be deemed to be first made when the *insured person* is first so required or so identified.

3.31 Legal Expenses Claim

Legal costs and expenses reasonably and properly incurred by the *insured* with the express prior written approval of the *Insurer* arising from or directly connected with:

- (i) the pursuit of legal proceedings
 - (a) arising from any dispute relating to contractual relationships between the *insured* and any past, present or future *employee*; or
 - (b) for damages arising from legal liability in

connection with the normal business of the *insured*.

- (2) the pursuit or defence of legal proceedings:
 - (a) arising from contractual relationships between the *insured* and any supplier in respect of a contract for the purchase, hire, sale or supply of goods or services in connection with the *insured's* business
 - (b) in respect of damage to the *insured's* property or any infringement of the legal rights of the *insured* or those of a third party relating to the ownership and occupation of the *insured's* property
- (3) the defence of the *insured* in any prosecution for breach of statute, statutory instrument order or regulation in connection with the *insured's* business.

3.32 **Limit of liability**

The sums specified under Part B of the schedule.

3.33 **Loss**

Any amount which the *insured* is legally liable to pay resulting from a *claim* including *defence costs*, *pre investigation costs*, *investigation costs*, awards of damages (including punitive and exemplary damages), awards of costs or settlements (including claimant's legal costs and expenses), pre- and post- judgment interest on a covered judgment or award, and the multiplied portion of multiple damages. Enforceability of this paragraph for punitive, exemplary and multiple damages shall be governed by such applicable law that most favours coverage for such damages. *Loss* includes any amount covered under any Extension applicable to the Insurance Cover purchased.

Loss shall not include:

- (i) any fines and penalties
- (ii) taxes;
- (iii) remuneration, cost of the time of any *insured person*, or costs or overheads of any *insured entity*.
- (iv) amounts which are uninsurable under the applicable law of the *claim*; or
- (v) any sum payable pursuant to a financial support direction or contribution notice issued by the Pensions Regulator (UK).

Additionally, with respect to any *claim* in connection with *employment practices liability* only, *loss* shall not include:

- (vi) compensation payable in respect of contractual or statutory notice periods;
- (vii) *employment-related benefits*;
- (viii) any liability or costs incurred by any *insured* to modify any building or property in order to make the building or property more accessible or accommodating to a disabled person;
- (ix) any liability or costs incurred in connection with any educational, sensitivity or other corporate programme, policy or seminar relating to an *employment practice liability* or the costs of reinstatement of any *employee*.

Additionally, with respect to any *claim* in connection with section 2(iii) Professional Indemnity cover only, *loss* shall not include punitive, exemplary or multiple damages.

3.34 **Manager**

Any natural person who was, is or during the *Policy Period* becomes:

- (i) a director or officer of any *not for profit entity*, but not an external auditor or insolvency office-

- holder of any *not for profit entity*;
 - (ii) an *employee* of any *not for profit entity*;
 - (iii) a member of the committee of management of the *not for profit entity*;
 - (iv) a governor of the *not for profit entity*;
 - (v) a trustee or constructive trustee of the *not for profit entity*, except a pension trustee;
 - (vi) a *shadow director*;
 - (vii) a *de facto director*; or
 - (viii) an *outside entity director*;
- but only when and to the extent that such *manager* is acting for and on behalf of the *not for profit entity* in any of the capacities referred to in (i) to (viii) above.

(ix) *Manager* is extended to include:

- a) the spouse or domestic partner (including same sex relationship civil partnerships, if applicable); and
- b) the administrator, heirs, legal representatives, or executor of a deceased, incompetent insolvent or bankrupt estate of the *manager* referred to in (i) to (viii) above with respect to the acts, errors or omissions of such *manager*.

3.35 **Management liability**

Any actual or alleged:

- (i) act, error or omission of any *manager* or arising solely because of any person's status as a *manager*; or
- (ii) *employment practices liability* of any *manager*. *Management liability* also means with respect to shareholder derivative actions only, any proposed act, error or omission.

3.36 **Misrepresentation**

any innocent, negligent or fraudulent answer(s) provided by the *Policyholder* to any question on the *Completed Application Form*.

3.37 **Money**

Currency, coins, bank notes and bullion, cheques, travellers' cheques, registered cheques, postal orders and money orders.

3.38 **Not for profit entity**

The *Policyholder* or any *subsidiary*.

3.39 **Official body**

Any regulator, disciplinary body, criminal authority, government body, government agency, official trade body, or any other body that is empowered by statute to investigate the affairs of an *insured*.

3.40 **Outside entity**

Any *not for profit entity*, but other than an *entity* that:

- (i) is a *subsidiary*;
- (ii) is incorporated or domiciled in the United States of America;
- (iii) is a bank, clearing house, credit institution, undertaking for collective investment in securities, investment firm, investment advisor/manager, investment fund or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar *entity*; or
- (iv) has its *securities* listed on any *securities* exchange;

unless listed by endorsement to this Part Bas an *outside entity*.

3.41 **Outside entity director**

A natural person who did or does, or during the *Policy Period* begins to serve, at the specific request of any *not for profit entity* as:

- (i) a director or officer of any *outside entity*, but not an external auditor or insolvency office-holder;
- (ii) a member of the committee of management of the *outside entity*;
- (iii) a governor of the *outside entity*;
- (iv) a trustee or constructive trustee of the *outside entity*, except a pension trustee;

3.42 Personal Information

any information relating to an identified or identifiable natural person. *Personal information* includes a natural person's name, online identifier, telephone number, credit card or debit card number, account and other banking information, medical information, or any other information about a natural person protected under *data protection legislation*

3.43 Policyholder

The organisation specified as the "insured" on the policy schedule.

3.44 Policy Period

The period from the inception date to the expiry date specified in the schedule.

3.45 Pollutant

Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant, including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste.

3.46 Pollution condition

Any actual, alleged or threatened discharge, dispersal, release or escape of a *pollutant*; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *pollutants*, nuclear material or nuclear waste.

3.47 Pre-Investigation

- (i) Raid or on-site visit to any *insured entity* by an *official body* first occurring during the *Policy Period* that involves the production, review, copying or confiscation of records or interviews of any *insured person*; or
- (ii) Any formal notification by any *insured entity* to an *official body* first given during the *Policy Period* where the *insured entity* reasonably considers that:
 - a) a material breach of the *insured entity'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 entity* reasonably considers is an event of which the *official body* expects notice as set out in the *official body's* rules and regulations.

3.48 Privacy Event

- (i) a *breach of confidential information* by an *insured* or an *information holder*; or
- (ii) a failure by a *company* to notify a *data subject* or any *official body* of an unauthorised disclosure or transmission of *personal information* for which the *company* is responsible in accordance with the requirements of any *data protection legislation*

3.49 Public relations consultants

Public relations consultants approved by the *Insurer* retained by an *insured*

3.50 Public relations services

Services provided by the *public relations consultants* directly to mitigate the adverse effect or potential

adverse effect on an *insured person's* reputation.

3.51 Security

Any security representing debt of or equity interests in any *not for profit entity*.

3.52 Security Failure

- (i) any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a *company computer system*, including that which results in or fails to mitigate any:
 - (a) denial of service attack or denial of access; or,
 - (b) receipt or transmission of a malicious code, malicious software or virus;
- (ii) the loss of *data* arising from the physical theft or loss of hardware controlled by a *company*; or
- (iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a *company computer system* or any component thereof non-functional or useless for its intended purpose.

3.53 Senior Counsel

A senior lawyer to be mutually agreed upon by the parties, or in the absence of agreement, to be appointed by the head of the bar association/ law society (or equivalent organisation) in the jurisdiction in which the *loss* was incurred.

3.54 Shadow director

Any natural person, who, as a consequence of being a director, officer or employee of any *not for profit entity*, is deemed a shadow director, as defined in Section 221 of the Companies Act 2014 (as amended), of any other not for profit entity.

3.55 Statement of Fact

a precise record of the information previously supplied to the *insurer* by the insurance broker on behalf of the *Policyholder* and which information the *insurer* will continue to rely upon and form the basis of the contract of insurance along with the information provided by *insured* in the *Completed application form*.

3.56 Subsidiary

Any entity under the control and influence of the *Policyholder* either directly or indirectly on the inception date of this policy. Cover for any *subsidiary* or any *insured persons* of such *subsidiary* shall only apply for acts, errors or omissions committed or occurring whilst such entity is a *subsidiary*.

3.57 Third Party

any entity or natural person except:

- (i) any *insured*; and
- (ii) any other entity or natural person having a financial interest in the operation of a *company*.

3.58 Transaction

Any one of the following events:

- (i) the *Policyholder* consolidates with or merges into (such that the *Policyholder* is no longer the parent company), or sells all or substantially all of its assets to, any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or collectively with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the *Policyholder* or control the appointment of directors who are able to

- exercise a majority of votes at meetings of the board of directors of the *Policyholder*; or
- (iii) any not for profit entity lists its securities on any securities exchange;
- (iv) the *Policyholder* loses its not for profit or tax exempt status.

3.59 US Claim

A *claim* brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its territories or possessions.

3.60 USA data protection legislation

any federal, state or local law or regulation of the United States of America, or of any of its territories or possessions, relating to the regulation or enforcement of personal data protection or personal data privacy.

4. Exclusions applicable to Part B

Exclusions Applicable to all Insurance Covers

The *Insurer* shall not be liable for *loss*:

4.1. Conduct

arising out of, based upon or attributable to:

- (i) the gaining of profit or advantage to which the *insured* was not legally entitled; or
- (ii) the committing of any deliberate dishonest or fraudulent act, except as provided under insurance cover Section 7 **Fidelity Guarantee cover**,

in the event that any of the above is established by final adjudication by a judicial or arbitral tribunal or any formal written admission by the *insured*.

4.2. Prior claims and circumstances

arising out of, based upon or attributable to:

- (i) facts alleged or the same or related acts, errors or omissions alleged or contained in any *claim* which has been reported or in any circumstances of which notice has been given under any policy of which this Part B is a renewal or replacement or which it may succeed in time; or
- (ii) any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the *continuity date*, or alleging or deriving from the same or essentially the same facts as alleged in such actions.

4.3. Bodily Injury and/or Property Damage

in connection with any *claim* made for *bodily injury and/or property damage*. This exclusion shall not apply to any *claim* for emotional distress with respect to *employment practices liability*.

4.4. US Claims brought by the Insured

arising out of, based upon or attributable to any *US claim* which is brought by or on behalf of any:

- (i) *insured*; or
- (ii) *outside entity* in which such *insured person* serves or served as an *outside entity director*.

This Exclusion shall not apply to:

- (i) any *claim* against any *insured person*:
 - a) for any employment practice violation brought by any *insured person*;
 - b) pursued by an *insured person* for contribution or indemnity, if the *claim* directly results from another *claim* otherwise

- covered by this Part B;
- c) pursued by any past director or officer or employee of any *not for profit entity* or *outside entity*; or
- d) pursued by an insolvency administrator, receiver or trustee or liquidator of any *company* or *outside entity* either directly or derivatively on behalf of a *not for profit entity* or *outside entity*; or
- (ii) defence costs of any *insured person*.

4.5 Retroactive Date

arising out of, based upon or attributable to any act, error or omission of any *insured* or a *direct financial loss* committed before the retroactive date as specified in the schedule.

Exclusions Applicable to Section 1 Management Liability and Section 2 - Corporate Liability

The *Insurer* shall not be liable for *loss*:

4.6 Tort of Defamation

arising out of, based upon or attributable to the publication of a defamatory statement (as defined under the Defamation Act 2009), plagiarism, privacy or copyright of the infringement of rights pertaining to privacy or copyright suffered by reason of the utterance, broadcast or dissemination of matter published or printed by or on behalf of any *insured* where the *insured entities* primary business activities include;

- (i) publishing;
- (ii) printing;
- (iii) television or radio broadcasting; or
- (iv) the operation of a radio station.

4.7 Abuse or Molestation

(i) for any *claim* against an *insured person* brought by a third party arising out of, based upon or attributable to the actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical or psychological abuse, physical assault, any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any *insured person*, or

- (ii) for any *claim* against any *insured entity* arising out of, based upon or attributable to the negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report or retention of any *insured person* who has committed or is alleged to have committed any of the conduct listed in part (i) above where the *insured entities* business activities include the following:
 - (a) the operation of amateur sports clubs;
 - (b) the operation of churches or other religious establishments;
 - (c) the operation of nursery/kindergartens;
 - (d) the provision of education;
 - (e) the provision of sheltered accommodation;
 - (f) the operation of sports or community centres; or
 - (g) the provision of care for minors, disabled or vulnerable people.

This exclusion shall not apply to *employment practices liability* unless the *claim* is specifically excluded under part (i) and (ii) above.

Exclusions Applicable to Section 2 - Corporate Liability and Section 3- Employment Practices Liability only

The *Insurer* shall not be liable for *loss*:

4.8 Pollution

arising out of, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of, or records concerning, *pollutants*; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *pollutants*; This exclusion shall not apply to *Corporate Liability Insurance Cover (ii) - Not for profit entity Pollution Defence Costs*.

4.9 Employment practices liability

with respect to *Corporate Liability section 2* only, any *claim* arising out of, based upon or attributable to *employment practices liability*.

4.10 Benefits

arising out of, based upon or attributable to any obligation pursuant to any workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, pension benefits or any similar law or obligation whatsoever in any jurisdiction

4.11 Contract

arising out of, based upon or attributable to any liability of any *not for profit entity* under any express oral or written contract or agreement. This exclusion shall not apply to any *not for profit entity* liability that would have attached in the absence of such contract or any *claim* in connection with *employment practices liability*.

4.12 Proceedings seeking fines or penalties

in connection with any *claim* seeking fines or penalties or non-monetary relief against any *insured entity*; provided that this exclusion shall not apply to:

- (i) securities claims; or
- (ii) *claims* by any regulatory authority with respect to:
 - a) health and safety legislation;
 - b) *corporate manslaughter*; or
 - c) *employment practices liability*.

4.13 Claims brought by any insured against the Insured Entity.

with respect to any *claim* for *employment practice liability*, which is brought by any *insured* provided, however this exclusion shall not apply to a *claim* brought by an *employee* of the *insured entity* other than an *employee* who is or was a director of the *Policyholder*.

4.14 Security Failure and Privacy Event

arising out of, based upon, or attributable to any actual or alleged *privacy event* or *security failure*. Provided however, that this exclusion shall not apply to: that portion of any *claim* directly related to *employment practices liability* which is separate and distinct from *privacy events* and *security failures*

4.15 Biometric Legislation Violation

arising out of, based upon or attributable to any violation of *USA data protection legislation* and relating to *biometric data*.

Exclusions Applicable to only Section 4 -Legal Expenses Cover

4.16 The *Insurer* shall not be liable for any */ego/ expenses claim* relating to or arising:

1. from any incident breach or alleged breach of law or legal responsibility occurring prior to the inception date of this policy.
2. from a dispute between the *insured* and the *Insurer*
3. from monies owed to the *insured* not made within six months of such monies becoming due and payable.
4. from any prosecution deliberately and intentionally solicited by the *insured*
5. from any deliberate or intentional breach by the *insured* of an express term of any contract
6. from costs incurred without the express prior approval of the *Insurer*.
7. from any case pursued or defended without the express prior written consent of the *Insurer* or contrary to or in a different manner from that advised by the appointed solicitor
8. from failure to give proper instructions in due time to the appointed solicitor or where there is any delay by the *insured* which in the opinion of the *Insurer* is prejudicial to the case.
9. from legal costs and expenses for which a third party would be liable.
12. infringement of legal rights relating to the ownership or occupation of *insured's* property arising from a contract made between the *insured* and a third party
13. directly or indirectly out of or in connection with a *pollution condition* or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific place and time, provided that all *pollution conditions* or contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place.
14. directly or indirectly out of or in connection with an intentionally dishonest, fraudulent, criminal or malicious act or omission committed by any person after the discovery in relation to that person of reasonable cause for suspicion of such intentionally dishonest fraudulent criminal or malicious act or omission.
15. directly or indirectly caused by arising from in consequence of or in anyway involving asbestos.

4.17 The *Insurer* shall not be liable for any compensation, awards, damages, fines or penalties arising out of the legal proceedings to which the legal expenses claim relates.

Exclusions Applicable to only Section 7 - Fidelity Guarantee Cover

The *Insurer* shall not be liable for *direct financial loss*:

4.18. Prior notifications or known circumstances

- (i) arising out of, based upon or attributable to any fact, matter, circumstance or occurrence which has been notified to any insurer under any other policy of insurance effected prior to the inception date of this policy; or
- (ii) of which the *insured entity* or any *employee* acting in a directorial, managerial or supervisory capacity were aware *prior* to the inception date of this policy.

5. Claims - Part B

The following Provisions apply to all purchased Insurance Covers:

5.1 Reporting a claim, circumstances or direct financial loss

The Covers provided under this Part B are granted solely with respect to any:

- (i) *Claim, pre-investigation, investigation, direct financial loss*, or other event covered in the Extensions that is reported to the *Insurer* as soon as practicable after the *Policyholder's* Finance Director, Risk Manager or General Counsel or equivalent first becomes aware of such *claim, pre investigation, investigation, direct financial loss*, but in all events no later than:
 - a) during the *Policy Period* or *discovery Period*; or
 - b) within 90 days after the end of the *Policy Period* or *discovery Period* as long as notice is given to the *Insurer* within 90 days after such *claim* was first made against the *insured*.

Any *insured* may, during the *Policy Period*, notify the *Insurer* of any circumstance reasonably expected to give rise to a *claim*. The notice must include the reasons for anticipating that *claim* and full relevant particulars as to dates, acts and the potential *insured* and claimant concerned.

If the *insured entity* notifies a *direct financial loss* to the *Insurer*, then the *insured entity* must provide to the *Insurer* as soon as practicable but no later than 6 months after such loss is first discovered:

- (ii) affirmative proof of *direct financial loss*; and
- (iii) all requested information and documents and co operation in all matters pertaining to *direct financial loss*.

Direct financial loss discovered by an *insured entity* or any *employee* acting in a directorial, managerial or supervisory capacity of such *insured entity* shall constitute knowledge possessed and *direct financial loss* discovered by all *insured entities*.

All notifications relating to *claims* or circumstances or *direct financial loss* must be in writing to: Financial Lines Claims

AIG Europe S.A.

30 North Wall Quay

International Financial Services Centre Dublin 1.

or by facsimile to 00 353 1 283 7773

5.2 Reporting a Legal Expenses Claim

All notifications relating to a *legal expenses claim* should be made in writing to:

Financial Lines Claims

AIG Europe S.A.

30 North Wall Quay

International Financial Services Centre

Dublin 1.

or by facsimile to 00 353 1 283 7773

Please quote the policy number in all correspondence.

5.3 Related claims and circumstances

If notice of a *claim*, or circumstance is given as required by this Part B, then any subsequent *claim*, alleging, arising out of, based upon or attributable to the facts or acts, errors or omissions alleged in that *claim* or described in that circumstance, shall be deemed to have first been made at the same time as that *claim* was first made, and reported to the *Insurer* on the date the required notices were first provided. Any *claim* arising out of, based upon or attributable to any *claim* or series of *claims* arising out of, based upon or attributable to continuous, repeated or related acts, errors or omissions, whether or not committed by more than one *insured* and whether directed to or affecting one or more person or entity, shall be considered a single *claim* for the purposes of this Part B.

5.4 Related direct financial loss

For the purpose of the *limit of liability*, any *direct financial loss* resulting from any single act, single omission, or single event, or series of related or continuous acts, omissions or events shall be considered a single *direct financial loss*.

5.5 Defence and settlement

The *Insurer* shall have the right and duty to defend, investigate, adjust or otherwise settle any *claim* in the name of the *insured* and shall be entitled if it so desires to nominate legal representation for the *insured*. If the *Insurer* does not exercise its duty to defend, it shall nevertheless have the right to associate effectively with the *insured* in the defence and settlement of any *claim* including but not limited to direct involvement with the defence or negotiation of any *claim* or settlement. The involvement of the *Insurer* in the defence or settlement of any *claim* is without prejudice to the *insureds* right to repudiate liability.

The *insured* shall not make any admission, offer, promise, payment, grant any indemnity or incur any defence costs without the prior written consent of the *Insurer*, which consent will not be unreasonably withheld other than defence costs incurred pursuant to Extension 2.3 Emergency Costs.

All *insureds* shall at their own cost, render all reasonable assistance to and cooperate with the *Insurer* in the investigation, defence, settlement or appeal of a *claim*, circumstance or *direct financial loss*, and provide the *Insurer* with all relevant information pertaining to any *claim*, circumstance or *direct financial loss*, as the *Insurer* may reasonably require.

Nevertheless, neither the *insured* nor the *Insurer* shall be required to contest any legal proceedings unless a Senior Counsel or equivalent (to be mutually agreed by the *Policyholder* and the *Insurer*) shall advise that such proceedings should be contested. The *Insurer* will accept as necessary the retention of separate legal representation to the extent required by a material conflict of interest between any *insureds*. Where a *manager* is named in a *claim* or a *claim* is made against a *manager* by reason of him or her being a mutual agent of his fellow *managers* for the purpose of conducting the business of the *not for profit entity*, rather than such *claim* being made against the *manager* in his or her personal capacity, then such *claim* shall be deemed a *claim* made against the *not for profit entity* and cover shall not apply under Section 1 -Management Liability Cover.

If a *claim* is made against an *insured person* by the *not for profit entity* or *outside entity*, the *Insurer* shall have

no duty or obligation to communicate with any other *insured person* or the *not for profit entity* in relation to that *claim*.

Only those settlements, judgments, and covered costs and expenses which have been consented to by the *Insurer* (which shall not be unreasonably withheld) shall be payable as *loss* under this Part B. The applicable *insured* or *Policyholder* shall reimburse the *Insurer* for any payments which are ultimately determined not to be covered by this Part B.

5.6 Allocation

The *Insurer* will be liable only for *loss* derived exclusively from a covered *claim*. If a *claim* involves both covered and uncovered matters or persons under this Part B, then the *insured entity* or *insured person*, and the *Insurer* shall determine a fair and equitable allocation of *loss* covered under this Part B on the basis of established judicial allocation principles which take into account the legal and financial exposures, and the relative benefits obtained by the relevant parties.

If the *Insurer* and the *insured entity* or *insured person* cannot agree on allocation in accordance with this clause within 14 days, then they agree to refer the determination to a *Senior Counsel*, whose decision shall be final and binding on all parties. The relevant *insured* and the *Insurer* shall be entitled to make written submissions to *Senior Counsel*.

5.7 Payment of costs

Where the *Insurer* has not assumed the defence of a *claim* in accordance with Condition 5.5-Defence and Settlement, the *Insurer* shall advance all defence costs and all other covered costs and expenses, within 21 days after sufficiently detailed invoices for those costs are received and accepted for payment by the *Insurer*.

5.8 Subrogation

In the event of any payment under this Part B, the *Insurer* shall be subrogated to the extent of such payment to all of the *insureds'* rights of recovery, contribution and indemnity and the *insured* will provide all reasonable assistance and will do nothing to prejudice such rights. The *Insurer* will not exercise its rights of subrogation against an *insured person* in connection with a *claim*, unless it can establish that Exclusion 4.1 - Conduct, applies to that *claim* and that *insured person*, or that claim which prohibits subrogation under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

5.9 Basis of Valuation

In no event shall the *Insurer* be liable under insurance cover Section 7 **Fidelity Guarantee Cover** for more than:

- (i) the actual market value of money at the close of business on the date the *direct financial loss* was first discovered (determined by the value published in the Financial Times in the United Kingdom), or the actual cost of replacing the money, whichever is less.
- (ii) the actual cash value of property at the close of business on the date the *direct financial loss* was first discovered, or the actual cost of replacing the property with the property of like quality or value, whichever is less.

6. Limit & Retention applicable to Part B

6.1 Limit of liability

In relation to each of the other Insurance covers purchased there shall be a separate aggregate *limit of liability* specified in the schedule respectively. Each *limit of liability* is the aggregate limit of the *Insurer's* liability with respect to all *loss* arising under such Insurance Cover(s).

Extensions of Cover only apply to *loss* covered under the Insurance Covers purchased. Where a sub-limit of liability applies to any Insurance Cover or Extension, then such sub-limit is the most the *Insurer* will pay in the aggregate under this Part B as *loss* irrespective of the number of Insurance Covers purchased.

7. General Provisions applicable to Part B

7.1 Non-avoidance

This Part B is not avoidable or rescindable in whole or in part with respect to any *insured person*, and the *Insurer* shall have no other remedy, with respect to any pre inception *misrepresentation* by any *insured person* in connection with this Part B, except with respect to any fraudulent misrepresentation or negligent misrepresentation (as applicable), (see *Impacts of Misrepresentation* section for full details).

7.2 Cancellation

If at any time, the *Policyholder* decides to cancel this Part B (provided the duration of the contract is not less than one month), and the *Policyholder* must do so in writing, by email or letter, the *Insurer* will not impose any financial cost other than the cost of the premium for the period of cover.

However, if the *Policyholder* has arranged this insurance policy through an authorised and regulated insurance intermediary/broker the *Policyholder* may also be liable to pay a fee to that intermediary/broker. The *Policyholder* intermediary's terms of business, will confirm such information for the *insured person*.

7.3 Severable nature of Part B

This Part B is a severable policy covering each *insured* for their own individual interest.

With respect to Exclusion 4.1- Conduct, and the contents of any proposal form or declaration submitted, or statements, answers and representations made to the *Insurer* in connection with this Part B, or any policy of which this Part B is a renewal or replacement:

- (i) with respect to any *insured person*: no statements made by or on behalf of an *insured person*, or information or knowledge possessed by an *insured person*; nor any act, error or omission of an *insured person*, shall be imputed to any other *insured person*, for the purpose of determining whether any *insured person* is covered under this Part B;
- (ii) with respect to any *insured entity*: only the statements and knowledge of any Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or Chief Legal Officer/General Counsel or equivalent of the *Policyholder*, or any person who signed the declaration or proposal

form in connection with this Part B or any policy of which this Part B is a renewal or replacement; will be imputed to all *insured entities*.

7.4 Other insurance and indemnification

This Part B shall always apply excess over any other valid and collectible insurance available to the *insured*.

With respect to *outside entities*, insurance provided by this Part B applies excess over (i) any indemnification provided by an *outside entity*, and (ii) any other collectible insurance issued to an *outside entity* for the benefit of its directors, officers, or employees

7.5 Changes in Risk

The *Insurer* shall not be liable for

- (i) loss arising out of, based upon or attributable to any act, error or omission committed after the effective date of a *transaction*.
- (ii) *direct financial loss* suffered as a result of a loss of money or property of the *insured entity* or for which they are responsible occurring after the effective date of a *transaction*.

Cover shall only apply to an *insured* for any covered acts, errors or omissions occurring after that date on which such *insured* became a covered *insured*. Cover for any *plan* that was transferred, spun-off or terminated prior to or during the *Policy Period* shall only apply to covered acts, errors or omissions occurring prior to the date such *plan* was transferred, spun-off or terminated.

7.6 Disputes

Except as otherwise specifically provided in this Part B, any dispute regarding any aspect of this Part B or any matter relating to cover thereunder which cannot be resolved by agreement within 30 days, may be referred by either party, upon giving 7 days' notice to the other, to binding arbitration in Dublin, Ireland in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

7.7 Notice and authority

The *Policyholder* shall act on behalf of its *subsidiaries* and each and every *insured* with respect to the giving of notice of *claim*, the payment of premiums and the receiving of any return premiums that may become due under this Part B, the receipt and acceptance of any endorsements issued to form a part of this Part B and the exercising or declining of any right to a *discovery Period*.

7.8 Assignment

This Part B nor any right hereunder may be assigned without the prior written consent of the *Insurer*.

7.9 Governing law

Any interpretation of this Part B or issue relating to its construction, validity or operation shall be determined by the laws of Republic of Ireland.

7.10 Third Party Contract Rights

Nothing in this Part B is intended to confer a directly enforceable benefit to any party other than the *insured*, unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

7.11 Cooling Off Period

The *policyholder* shall have working 14 days from the start date of this Part B to write to the *Insurer* at the address shown within this policy document if the *policyholder* wants to cancel this Part B of the policy. This is known as a cooling off period. If the *policyholder* cancels this Part B during this period of time, provided the *insured* has not made a claim, the *Insurer* will refund the premium. However,

premium will be charged on a pro-rata basis for the period on risk, during the cooling off period.

7.12 Insurance Compensation Fund

The *insured* may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations under this Part B. The maximum amount that could be available in respect of any sum due to an *insured* is 65% of the sum due or € 825,000, whichever is the lesser. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

7.13 Alteration

The *policyholder* must either immediately or as soon as reasonably possible inform the *Insurer* if any of the answers or information given in the *Completed Application Form* is inaccurate or has changed.. Failure to do so may be regarded as a *Misrepresentation* and this Part B may be voided in respect of any risk or item thereof in regard to which there is any alteration after the commencement of this Insurance ((please refer to Impact of Misrepresentation section).

7.14 Completed Application Form

The *policyholder* must answer all questions on the *Completed Application Form* honestly and with reasonable care. In the event of any inconsistency in the *policyholders'* responses to, or information supplied in the *Completed Application Form* and the *Statement of Fact* the most recent answers and information supplied in the *Completed Application Form* will prevail. Failure by the *policyholder* to answer all questions honestly and with reasonable care may result in This Part B being cancelled or the *Insurer* may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation condition. The *policyholder* must either immediately or as soon as reasonably possible inform the *Insurer* if any of the answers or information given in the *Completed Application Form* is inaccurate or has changed.

7.15 Impact of Misrepresentation

The impact of any Misrepresentation by the *Insured* to any of the answers provided on the *Completed Application Form* is as follows:

(a) Innocent Misrepresentation:

Where the *Insured* have answered all questions in the *Completed Application Form* honestly and with reasonable care but where the *Insured* made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the *Insurer* will pay any covered claim event subject to the terms and conditions of this policy.

(b) Negligent Misrepresentation:

If the *Insured* makes a negligent misrepresentation or fail to take reasonable care in completing the *Completed Application Form* the cover under this Part A may not fully operate and in the event of a claim the *Insurer* will exercise one of the following remedies:

(a) If knowing the full details the *Insurer* would not have entered into the insurance contract, the *Insurer* may avoid the contract, refuse all claims and return any premiums paid by the *Insured*.

(b) If the *Insurer* would have entered into the

insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.

- (c) If the *Insurer* would have entered into the contract of insurance but have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on the claim.
- (d) Where there is no outstanding claim under the contract of insurance, the *Insurer* may either:
 - (i) give notice to the *Insured* that in the event of a claim the *Insurer* will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to the *Insured*.

(c) **Fraudulent Misrepresentation:**

If the *Insured* makes a fraudulent misrepresentation or where any conduct by the *Insured* or *Insured* involves fraud of any kind the *Insurer* shall be entitled to avoid the contract of insurance and refuse any claims.

7.16 Regulatory Compliance

The *insurer* complies with all applicable laws and regulations in the provision of this Policy.

7.17 Headings and Titles and Other References

The descriptions in the headings and titles of this Part A are solely for reference and convenience and do not lend any meaning to this Part A. Words and expressions in the singular shall include the plural and vice versa. In this Part A, wordings in italics typeface shall have special meaning and are defined. Words that are not specifically defined in this Part A have the meaning normally attributed to them. References to legislation shall be those of Republic of Ireland, unless otherwise specified, and shall include any subsequent amendments or re-enactments thereof and the equivalent legislation in other jurisdictions. All references to titles and positions shall mean the equivalent in other jurisdictions. A reference herein to "this Part A" shall mean a reference only to those Insurance Covers stated herein which are shown on the schedule as purchased.

Complaints Procedure (Applicable to both Part A and B)

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer AIG Europe S.A.,
30 North Wall Quay, IFSC,
Dublin 1, D01 R8H7.

Phone: +353 1 208 1400
E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

At any stage you may contact any of the following:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place, IFSC,
Dublin 1, D01 E7E8.

Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail: feedback@insuranceireland.eu
Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman 3rd Floor,
Lincoln House, Lincoln Place, Dublin 2,
D02 VH29.

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

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/> : or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CM) by writing to CM, 7 boulevard Joseph II, L- 1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CM website: <http://www.caa.lu> .

All requests to the CM or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L- 1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/> .

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland.

Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why - Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will

take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information - Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights - You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

AIG Europe S.A., Ireland Branch is an insurance company

We don't provide advice or any personal
recommendation about this product

Employees are paid a salary. We do not pay them
bonuses or commissions directly linked to sales



AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.