

Management Protection

Charities & Not For Profit - Any One
Claim Policy



ENCOMPASS

IN PARTNERSHIP
with

Keegan & Pennykid.
Insurance Brokers.

and

RSA 



This **Policy** is a legal contract between you the '**Insured**' (also referred to as **You/Your**) and Royal & Sun Alliance Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information the '**Company**', '**RSA**', the '**Insurer**' '**We**' or '**Us**' refers to Royal & Sun Alliance Insurance Ltd unless otherwise stated.

This **Policy Schedule** Endorsements (and any substitutions thereof), should be read as if they are one document.

Our acceptance of this risk is based on the information presented to Us being a fair presentation of the **Insured's** business including any unusual or special circumstances which increase the risk and any particular concerns which have led them to seek insurance.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this **Policy** is for ease of reference only and does not affect its interpretation.

Any Legal references within this **Policy** shall include any equivalent legal provision in the jurisdiction of ordinary residence of the **Insured** or location of the risk insured provided that such jurisdiction falls within the territorial scope of this **Policy**.

References to any Act or law include any rule, order, regulation or other similar instrument made thereunder and shall include any amendment, replacement, consolidation or re-enactment of such Act or law.

We will provide the insurance described in the **Policy** (subject to the terms set out herein) for the **Period of Insurance** shown in the Schedule and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

If any of the information disclosed by **You** changes prior to the date on which the **Period of Insurance** commences those changes must also be disclosed to **Us** prior to that commencement date.

A failure by **You** to properly disclose information to the **Us** may invalidate this **Policy** or result in the insurance cover otherwise provided under this **Policy** not operating fully.

If **You** are in any doubt as to whether any information is something that should be disclosed to the **Company** the **Insured** should immediately contact **Your** Insurance Adviser. **PLEASE READ THE POLICY WORDING CAREFULLY.**

Claim Notification

Conditions that apply to the **Policy** and in the event of a claim are set out in this **Policy**. It is important that **You** comply with all Claims Conditions and **You** should familiarise yourself with any requirements. Directions for claim notification are included in the Claims Conditions of this **Policy**.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the claim
- Details of the claim together with the claim value, if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the claim.

This information requested within the Claims Conditions will enable **RSA** to make an initial evaluation on policy liability and claim value. **RSA** may, however, request additional information depending upon circumstances. Sometimes **RSA**, or someone acting on our behalf, may wish to meet with **You** to discuss the circumstances of the **Claim**, or to undertake further investigations.

Notification of any **Circumstance** or **Claim** must be sent in writing to:

Professional & Financial Risks Claims Department

St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

RSA recognise that there may be some occasions when **You** need to notify us of matters urgently and **RSA** is pleased to be able to offer a Claims Helpline.

The Claims Helpline number is 0345 300 4006

Please quote **Your** policy number when you call.

For your protection, telephone calls may be recorded or monitored.

Additional Benefits

Choosing this **RSA** policy means that the **Insured** benefits from a number of additional services that **RSA** provides free of charge. **RSA** advice-lines have highly qualified experts who can offer information and assistance on a number of issues. Advice-lines are completely free, unless specified below, and there is no limit to the number of times you can call.

A Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

B Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

C Counselling Care

Stress affects most people at some point in their working lives. Our stress counselling service will help deal with stress at work by addressing minor problems before they become major crises.

Confidentiality is of the utmost importance, and counsellors are both qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The advice-line number is 0345 078 3863.

Please quote reference number 72666.

D Specialist legal advice

RSA have a team of top Directors & Officers (D&O) specialist lawyers to help our **Policyholders** defend a **Claim** or **Investigation** made against them.

Our partner has extensive experience in handling D&O and Employment Practice Liability (EPL) matters. Should you have any concerns that proceedings may be commenced against you, you are entitled to two hours free consultation.

We're here to help you

Should you require assistance, please provide the following information at the start of the call:

- Your policy number
- **Civil Society** name
- If possible provide a copy of your insurance policy.

The advice line number is 0800 009 3599

Advice lines are intended for business use and are a service provided to the **Insured** in their capacity as a **Trustee** for the **Civil Society**.

This page should be read together with the rest of your policy documents.

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I. POLICY CONDITIONS

A Acquisition or Creation of Subsidiary

- a) Subject to (b) and (c) below, if during the **Period of Insurance** any **Civil Society** creates or acquires a new **Subsidiary** (either directly or indirectly):
 - i) that new **Subsidiary** shall be automatically covered under this **Policy** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by the **Civil Society**; and
 - ii) the **Civil Society** shall not be required to provide **RSA** with any particulars of the new **Subsidiary** until the next renewal date following creation or acquisition of the **Subsidiary**,
- b) The automatic coverage provided under (a) above shall not apply if a new **Subsidiary** created or acquired by any **Civil Society**:
 - i) has gross consolidated assets that increase the gross consolidated assets of the **Civil Society** by more than fifty per cent (50%) (by reference to the **Civil Society's** most recent consolidated annual accounts);
 - ii) is a **Financial Institution**;
 - iii) has any of its **Securities** listed on any exchange;
 - iv) is situated outside of the **United Kingdom** and in a country in which the **Civil Society** does not already hold a **Subsidiary**; or
 - v) has increased the number of **Employees** by more than 50% in the **Period of Insurance**;
 - vi) if such new **Subsidiary** employs any person in the **USA**.
- c) If any **Civil Society** acquires or creates a **Subsidiary** that falls within the parameters specified in (b) above, the cover provided under this **Policy** shall be extended to such new **Subsidiary** in relation to **Wrongful Acts** committed or alleged to have been committed after the date the new **Subsidiary** was created or acquired by the **Civil Society**,
provided that, in respect of that new **Subsidiary**, **You** shall:
 - i) provide **RSA** with written notice of any such creation or acquisition as soon as possible, together with such additional information as **RSA** may require;
 - ii) accept any notified alteration in the terms of this **Policy** that **RSA** (at its sole and absolute discretion) may require; and
 - iii) pay any additional premium that **RSA** (at its sole and absolute discretion) may require.
- d) Once the conditions precedent set out in (c) above have been met **RSA** shall include the new **Subsidiary** within the scope of this **Policy** by way of endorsement.
- e) **RSA** shall have no liability under (c) above in respect of any matter which the **Insured** fails to notify to **RSA** in accordance with the requirements of this Clause A ("Acquisition or Creation of Subsidiary").

- f) **RSA** shall, at its sole and absolute discretion, be entitled to consider the provision of retroactive cover for any new **Subsidiary** in respect of **Wrongful Acts** committed or alleged to have been committed prior to the date of any such acquisition or creation upon specific request from **You**.
- g) If **RSA**, at its sole and absolute discretion, agrees to provide such retroactive cover referred to above it shall be recorded by way of an endorsement to this **Policy**.

B Alteration and Assignment

No change in, modification of, or assignment of interest under this **Policy** shall be effective without a written endorsement to this **Policy** agreed and issued by **RSA**.

C Acquisitions Prior to the Period of Insurance

If a new **Subsidiary** has been acquired by the **Civil Society** prior to the **Period of Insurance**, such **Subsidiary** shall be covered under this **Policy** but only for **Losses** in relation to **Wrongful Acts** committed or alleged to have been committed:

- a) after the date on which such **Subsidiary** was acquired by the **Civil Society**; and
- b) during the **Period of Insurance**.

D Authorisation Clause

You shall act on behalf of all **Insureds** with respect to:

- a) the giving and receiving of notice of any **Claim** or **Circumstance**;
- b) the payment of premiums and the receiving of any return premiums that may become due under this **Policy**;
- c) the negotiation, agreement to and acceptance of endorsements to this **Policy**; and
- d) the giving or receiving of any notice provided for in this **Policy** except the giving of notice to apply for any **Discovery Period** which extends to include **Insured Persons**.

E Cancellation of the Insured's Fixed Sum Loan Agreement

RSA shall have the right to terminate this **Policy** with immediate effect if there is a default in instalment payments due under any linked loan agreement.

F Defence Costs

Defence Costs incurred by **RSA**, or by the **Insured** with the written consent of **RSA** shall form part of and shall not be in addition to the applicable **Limit of Indemnity** and the payment by **RSA** of any such **Defence Costs** shall correspondingly reduce such **Limit of Indemnity**.

G Discovery Period

- a) The **Insured Persons** or **You** shall be entitled to elect a **Discovery Period** on the terms set out below if:
 - i) **RSA** declines to offer any terms for renewal of this **Policy**; or

- ii) **You** make a specific written request to **RSA** for such **Discovery Period**, which is accepted by **RSA**.
- b) Subject to (c) below, the terms of the **Discovery Period** shall be 12 months for fifty per cent (50%) of the **Full Annual Premium** payable in respect of this **Policy**.
- c) Options to purchase a **Discovery Period** of up to 72 months may be available but shall be at **RSA's** sole and absolute discretion.
- d) The application to elect any **Discovery Period** shall be given to **RSA** within 30 calendar days of the expiry of the **Period of Insurance**, and payment of the requisite premium, if applicable, in respect of that **Discovery Period** shall be made within 30 calendar days of the expiry of the **Period of Insurance** (such premium being non-refundable). Any time delay between the expiry of the **Period of Insurance** and the election of any **Discovery Period** shall form part of and shall not be in addition to the **Discovery Period** elected.
- e) If a **Merger** or administration takes place, **You** shall not be entitled to purchase a **Discovery Period** on the terms set out in this Extension, however within 30 calendar days of the expiry of the **Period of Insurance** **You** may request a quotation from **RSA** for a **Discovery Period**. **RSA** shall consider such request and may, at its sole and absolute discretion, offer a **Discovery Period** on such terms as **RSA** may consider appropriate.
- f) At any time during:
 - i) the 30 calendar day application period referred to in (d) above; and
 - ii) the **Discovery Period**,

(and without prejudice to VIII. Claims Condition A.2. ("Claims Notification")) **You** and the **Insured Persons** shall be entitled to continue to notify **Claims** and **Circumstances** to **RSA** but only in respect of **Wrongful Acts** committed prior to the expiry of the **Period of Insurance**. Any such **Claim** or **Circumstance** so notified to **RSA** during the **Discovery Period** shall be deemed to have been notified during the **Period of Insurance**.
- g) If the **Insured Persons** or **You** elect a **Discovery Period** then upon expiry of such **Discovery Period** no further **Discovery Period** will be available under this policy (except as provided for under I. Trustee Liability C. Trustee Extensions 18. Retired & Former Directors)
- h) The purchase by the **Insured** of any **Discovery Period** shall not increase or reinstate the applicable **Limit of Indemnity** (which shall continue be **RSA's** maximum liability for the **Period of Insurance** and **Discovery Period** combined).

H Dispute Resolution

Subject to Claims Condition B ("Allocation") and Claims Condition D ("Disputes as to Contesting Legal Proceedings") of this **Policy**, any dispute arising in respect of this **Policy**, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I Financial or Trade Sanctions

RSA shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any **Prohibition** takes effect during the **Period of Insurance** the **Civil Society** or **RSA** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **RSA** shall if and to the extent that it does not breach any **Prohibition** return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this endorsement a **Prohibition** shall mean any prohibition or restriction imposed by law or regulation.

J Interpretation of Legal References

Any legal references within this **Policy** shall include any equivalent legal provision in the jurisdiction of **Your** ordinary residence or location of the risk insured, *provided that* such jurisdiction falls within the territorial scope of this **Policy**.

K Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, **RSA** has agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

L Partial Invalidity

If any provision of this **Policy** is, or becomes, invalid or unenforceable in accordance with the law to which this **Policy** is subject, such provision shall be deemed to be deleted and all other terms and conditions of this **Policy** shall remain in full force and effect.

M Severability

The **Proposal** shall be construed as a separate application for cover by the **Company** and each of the **Insured Persons** with respect to the statements, representations and declarations contained therein.

No fact relating to, or statement of, or knowledge possessed by, any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining the availability of cover under this **Policy**.

Provided that no cover shall be provided under this **Policy** in respect of:

- a) any **Insured Person** who knew of such misrepresentation or non-disclosure; or
- b) the **Civil Society** where the **Civil Society** has a requirement, legally or otherwise, to indemnify any **Insured Person** with knowledge of such misrepresentation or non-disclosure.

N Retention/Excess

- a) **RSA's** liability under this **Policy** for any **Loss** arising from:
- i) any single **Claim**; and
 - ii) any and all **Related Claims**,
- shall apply only to that part of such **Loss** which is excess of the applicable **Excess**.
- b) The **Insured** shall bear at their own risk the amount of any applicable **Excess** in respect of:
- i) each and every **Claim**; and
 - ii) any **Related Claim**.
- c) If the **Civil Society** is permitted or required to indemnify any **Insured Persons** in respect of any **Loss** suffered by them but fails to do so, **RSA** shall pay such **Loss** directly to that **Insured Person** on behalf of the **Civil Society**, *provided that* the **Civil Society** shall be liable to pay any applicable **Excess**.
- d) In respect of I. Trustee Liability and II. Corporate Liability any **Excess** borne by an **Insured** in respect of any **Claim** shall be reimbursed by **RSA** if final judgment or adjudication is given in favour of an **Insured** by a court or tribunal of competent jurisdiction. For the purposes of this condition, final judgment or adjudication shall only be adjudged to have been given when all rights of appeal to higher courts or tribunals have been foregone or exhausted.
- e) Any **Excess** shall not form part of the **Limit of Indemnity** and it shall be payable by the **Insured** before the application of the **Limit of Indemnity**.

O Territory

Unless otherwise endorsed, the insurance cover provided under this **Policy** shall extend worldwide.

P Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**, *provided that* this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

Q Transactions Changing Coverage

1) Acquisition, Merger or Winding Up of You

Unless otherwise agreed in writing by **RSA** (at its sole and absolute discretion), this **Policy** shall terminate for all **Insureds** upon:

- a) the acquisition of **Your** entire issued share capital or of all or substantially all of **Your** assets, by another entity, or the **Merger** or consolidation of **You** into or with another entity such that **You** are not the surviving entity;
- b) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of **Your** directors;
- c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary to **You**; or
- d) the winding-up of **You** (but not, for this purpose, any **Subsidiary**).

Following the termination of this **Policy** pursuant to the above, **You** shall be entitled to continue to notify **Circumstances** and **Claims** that first arise prior to the termination of the **Policy** (or any applicable **Discovery Period**),

provided that:

- i) cover shall only apply to any **Loss** or that part of any **Loss** that arises as a direct result of a **Wrongful Act** occurring prior to the termination of this **Policy**; and
- ii) this **Policy** has not been replaced by a similar policy of insurance issued by **RSA** or by another insurer irrespective of whether such other insurance provides cover for loss sustained prior to the effective date of that similar policy of insurance.

2) Disposal or Winding Up of Subsidiary Companies

Unless otherwise agreed in writing by **RSA**, this **Policy** shall terminate for a **Subsidiary** upon;

- a) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee, or other similar insolvency appointee or fiduciary in respect of such **Subsidiary**; or
- b) falling outside of the definition of **Subsidiary**.

Following the termination of this **Policy** pursuant to the above, **You** shall be entitled to continue to notify **Circumstances** and **Claims** that first arise prior to the termination of the **Policy**,

provided that cover shall only apply to any **Loss** or that part of any **Loss** that arises as a direct result of a **Wrongful Act** occurring prior to the termination of this **Policy**.

R Insurance Act 2015

In respect of any

- i) duty of disclosure; or
- ii) effect of warranties; or
- iii) effects of acts of fraud

the rights and obligations that apply to **You** and **RSA** shall be interpreted in accordance with the provisions of the Insurance Act 2015.

II. CLAIMS CONDITIONS

A Claims Notification

In order for **Claims** to be accepted and paid under this **Policy** the **Civil Society** must comply with this Condition.

- 1) Subject to Claims Condition A.2 below, **You** must immediately give written notice to **RSA** as soon as possible after **You** receive notice of any **Claim**, or a **Claim** has been first made or **You** become aware of any **Circumstances**,

provided that, notwithstanding the above, such written notice shall be given to **RSA**:

- a) during the **Period of Insurance** (or any applicable **Discovery Period**); or
 - b) within 60 calendar days for **Claims** made to the **Insured** that have not been notified to **RSA** for the **Period of Insurance** immediately prior to expiry (excluding any **Discovery Period**).
 - c) **RSA** will not make any payment unless notification is made in accordance with this section.
- 2) If **You** fail, **You** do not exist as an entity or refuse to give notice under Claims Condition A.1 above a **Trustee** shall be entitled to give written notice of a **Claim** directly to **RSA**, *provided that* all other terms and conditions of Claims Condition A.1 shall otherwise apply.
 - 3) Notification of any **Claim** or **Circumstance** pursuant to Claims Conditions A.1 and A.2 above shall be sent to **RSA** at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL and marked for the attention of the "Professional & Financial Risks Claims Manager, Profin & Major Claims".

Each notification shall so far as possible provide full details of the **Claim** or **Circumstance** including, but not limited to:

- a) the identity of the claimant or potential claimant;
 - b) the nature of the **Claim**;
 - c) the likely quantum of the **Claim**; and
 - d) **Your** preliminary views (and those of the **Insured**) on the merits of such **Claim** and **You** shall provide **RSA** with such further information and documentation (where appropriate documentation includes evidence of invoices, receipts, proof of payments and the like) as it may reasonably require.
- 4) Any **Claim** arising from any notification of **Circumstances** shall be deemed to have been made in the **Period of Insurance** (including any applicable **Discovery Period**) in which the **Circumstances** were first notified to **RSA**.
 - 5) If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the **RSA** is liable under this **Policy** has increased, then no payment shall be made by the **RSA** in respect of the amount of such increase.

B Allocation

- 1) If and to the extent that an **Insured** incurs both a **Loss** (or part thereof) insured by this **Policy** and a **Loss** (or part thereof) not insured by this **Policy** (either because a **Claim** is made against both **Insured Persons** and the **Civil Society** or because a **Claim** includes both a **Loss** which is insured and a **Loss** that is not) **RSA** shall negotiate in good faith with the **Insured** to determine a fair and reasonable allocation of the insured and uninsured **Loss** taking into account the relative legal exposures of **RSA** and the **Insured** with respect to the insured and uninsured **Loss**.

Whilst such **Claim** referred to above is ongoing **RSA** shall advance all **Defence Costs** to any **Insured Persons** whilst they are named in any legal action or **Investigation**,

provided that such **Defence Costs** shall not be included in any allocation of the insured **Loss**.

- 2) If the **Insured** and **RSA** cannot agree on an 'insured vs. uninsured' allocation in respect of **Loss**, the **Insured** and **RSA** shall submit the issue of allocation to a King's Counsel. The identity of the King's Counsel shall be agreed between the parties and failing agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, shall be chosen by the Chairman for the time being of the Bar Council whose decision shall be binding on **RSA** and the **Insured**. The King's Counsel shall be directed to apportion all costs of the determination between **RSA** and the **Insured** as the King's Counsel so determines.
- 3) All references to King's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

C Defence and Cooperation

- 1) **RSA** shall have the right (but is not obliged or required) to:
 - a) conduct, in the name of the **Insured**, the defence and settlement of any **Claim** insured, either in whole or in part, under this **Policy**; and
 - b) appoint lawyers or other representatives for this purpose (even if any of the allegations against the **Insured** are groundless, false or fraudulent),

provided that **RSA's** right to conduct such defence or appoint such lawyer or other representatives shall cease upon exhaustion of the **Limit of Indemnity**.

- 2) With respect to any **Claim** or **Circumstance** notified under this **Policy**:
 - a) the **Insured** shall execute all papers required and shall do everything necessary to defend such **Claim** and provide **RSA** with all information, documentation, assistance and co-operation as **RSA** may reasonably request; and
 - b) **RSA** shall advance to the relevant **Insured** the amount of any **Defence Costs** in excess of any applicable **Excess**,

provided that if and to the extent it is finally established or determined that such **Defence Costs** (or any part thereof) are not insured under this **Policy**, the **Insureds**, severally according to their respective interests under this **Policy**, shall repay such uninsured **Defence Costs** to **RSA**.

- 3) The **Insured** shall not settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim**, without **RSA's** express prior written consent (such consent shall not be unreasonably denied, withheld or delayed). **RSA** shall not be liable for, and any applicable **Excess** shall not be depleted or exhausted by any settlement, **Loss** or **Defence Costs**, assumed obligation or admission to which **RSA** has not provided its express prior written consent (such consent shall not be unreasonably denied, withheld or delayed).
- 4) If a **Claim** arises the **Insured** shall:
 - a) do nothing that prejudices **RSA's** position or its potential or actual rights of recovery in respect of that **Claim**; and
 - b) at all times use reasonable endeavours to do, and concur in doing, all such things as are reasonably practicable to avoid or diminish any **Loss** that may arise in respect of that **Claim** and assist with the defence or settlement of any **Claim**.

RSA shall be entitled to undertake any investigation it deems necessary in respect of such **Claim**.

For the purposes of (b) above, "reasonable endeavours" in this context shall include, but not be limited to, the self-reporting to any regulator an actual or suspected material breach of a **Civil Society's** or an **Insured Person's** legal or regulatory duties where the **Civil Society** or **Insured Person** is required to give notice of such an actual or potential breach,

provided that:

- i) the cost incurred by the **Insured** in taking any such steps shall constitute **Defence Costs**; and
- ii) any self-reporting shall not constitute an admission of liability on the part of the **Insured** with regard to any **Claim**.

D Disputes as to Contesting Legal Proceedings

- 1) In the event of any disagreement arising between **RSA** and an **Insured** as to whether or not to contest or settle any legal proceedings or proceed with any appeal of a decision of a Court, the issue shall be remitted to a King's Counsel whose decision on the probability of successfully defending the **Claim** or the acceptability of the proposed terms of settlement or the probability of succeeding on appeal shall be final and **RSA** and the **Insured** shall be bound by that decision.
- 2) The identity of such King's Counsel referred to in Claims Condition D.1 above shall be agreed by **RSA** and **You** or, failing such agreement within 30 calendar days of one party receiving written notice of a nomination being made by the other party, by the Chairman for the time being of the Bar Council.
- 3) The costs and expenses of the King's Counsel referred to in Claims Conditions D.1 and D.2 above shall be deemed to form part of the **Defence Costs**.
- 4) All references in this Claims Condition D to King's Counsel and Chairman of the Bar Council include, where proceedings have been commenced in jurisdictions outside England and Wales, a lawyer of similar status or equivalent appointee.

E Other Insurance

The insurance cover provided under this **Policy** shall only apply in excess of the cover and limits of any other valid and collectible contract of insurance providing cover to the relevant **Insured** (including, but not limited to, any insurance which is stated to be primary, contributory, excess, contingent or otherwise), unless such other contract of insurance and the cover and limits stated therein is specifically stated to operate in excess of this **Policy**.

If at the time of any **Loss** that is insured under this **Policy** there is any other contract of insurance effected by or on behalf of any **Insured** that covers the same **Loss**, the liability of **RSA** under this **Policy** to indemnify the **Insured** in respect of such **Loss** shall be limited to the **Insured's** rateable portion (as between this **Policy** and such other contract of insurance) of such **Loss**, subject always to the **Limit of Indemnity** and any applicable coverage Extensions.

Any **Loss** which is covered partly by this **Policy** and partly by another contract of insurance (including any contract of insurance of which this **Policy** is a renewal) issued by **RSA** to the **Insured** for which any previous applicable **Discovery Period** has not expired, shall be limited to the *larger amount and broader cover* of:

- a) that provided under such previous contract of insurance; and
- b) this **Policy**,

and shall not be cumulative.

F Related Claims

For the purposes of the cover provided under this **Policy** all **Related Claims** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to have first arisen on the date the earliest of such **Related Claims** first arises, regardless of whether such date is before or during the **Period of Insurance** (or any applicable **Discovery Period**).

G Subrogation and Recoveries

- 1) If any payment is made by **RSA** to an **Insured** pursuant to this **Policy** in respect of any **Loss**:
 - a) **RSA** shall, to the extent of such payment, be subrogated to all the **Insured's** rights of recovery in respect of such **Loss**; and
 - b) the **Insured** shall do everything reasonably necessary to secure and preserve such rights of recovery referred to in (a) above (including, but not limited to, the execution of such documents as are necessary to enable **RSA** to bring proceedings or otherwise exercise its rights of subrogation in the name of the **Insured**).
- 2) Notwithstanding Claims Condition G.1 above, **RSA** shall not be entitled to exercise its rights of subrogation against an **Insured Person** unless such **Insured Person** has been fraudulent, committed a criminal act or obtained any profit or advantage to which such **Insured Person** was not legally entitled.
- 3) Any and all recoveries obtained by the **Insured** from any other party in respect of any **Loss** insured under this **Policy** shall be allocated, after the settlement of any **Claim**, from the top down in respect of such **Loss** as follows:
 - a) *firstly*, to the benefit of the **Insured** to reduce or extinguish the amount of the **Insured's Loss** if and to the extent that such **Loss** would have been paid under

this **Policy** but for the fact that the amount of such **Loss** exceeds the **Limit of Indemnity** together with any applicable **Excess**;

- b) *secondly*, to the benefit of **RSA** for all sums paid in settlement of any **Loss** arising under this **Policy**; and
- c) *thirdly*, to the benefit of the **Insured** for the amount of any applicable **Excess**,

provided that:

- i) such allocation shall only apply after the deduction by the relevant party of the reasonable costs incurred by them (or on their behalf) in obtaining such recovery; and
- ii) any and all recoveries made prior to settlement of any **Claim** shall be held for the benefit of **RSA** and only be so allocated after that **Claim** has been settled (if applicable).

III. POLICY EXCLUSIONS

A Exclusions applicable to all Insuring Clauses

RSA shall not be liable to indemnify the **Insured** against any **Loss** which arises:

1) Bodily Injury/Property Damage

for any bodily injury, mental anguish or emotional distress, illness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof,

provided that;

- a) this Exclusion shall not apply to bodily injury in respect of that element of **Loss** for **Insured Persons** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud; and
- b) **RSA** reserves its right to reduce liability under this **Policy** by an amount that fairly represents the extent to which **RSA's** interests have been prejudiced by the **Policyholder's** act or omission to have placed or in force valid and collectable valid and collectable Employers Liability and Third Party Liability insurance; and
- c) **Loss** has not been declined, refused, exhausted under a valid and collectible Property Damage, Employers Liability and Third Party Liability insurance;
- d) this exclusion shall not apply to cover provided for under V. CHARITY PROTECTION PROFESSIONAL INDEMNITY

2) Fraud or Dishonesty

directly or indirectly based on, arising out of, or in any way involving any act of dishonesty or fraud found by way of any judgment or other final adjudication to have been committed by any **Insured**,

provided that this Exclusion shall not apply in respect of that element of **Loss** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have committed such act of dishonesty or fraud;

3) Illegal Profit or Advantage

directly or indirectly based on, arising out of, or in any way involving any **Insured** being found by way of judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that **Insured** was not legally entitled,

provided that this Exclusion shall not apply in respect of that element of **Loss** comprising **Defence Costs** otherwise covered under Claims Condition B. ("Allocation") unless and until such time as that **Insured** has been found by way of any judgment or other final adjudication to have gained any profit or advantage or to have received any remuneration to which that **Insured** was not legally entitled;

4) Prior Knowledge of Fact, Circumstance or Situation

directly or indirectly based on, arising out of, or in any way involving any fact, **Circumstance** or situation:

- a) which has been or should have been the subject of any written notice given under any contract of insurance of which this **Policy** is a direct or indirect renewal or replacement; or
- b) alleged in, relating to or underlying any written demand for monetary damages or other relief or any civil, criminal or administrative or regulatory proceeding (including arbitration) pending on or prior to the **Original Inception Date**;

5) Retroactive Date

directly or indirectly based on, arising out of, or in any way involving any **Wrongful Act** committed on or before the **Retroactive Date**.

6) Russia Belarus or Ukraine Exclusion

Definitions

For the purposes of this endorsement, **Affected Territory** shall mean any territory:

1. under the control de jure or de facto of the Russian Federation or the Republic of Belarus, including for the avoidance of doubt those territories designated by the Russian Federation to form the Republic of Crimea and the Federal City of Sevastopol; or
2. under the control de facto of the Luhansk People's Republic, the Donetsk People's Republic, or of any state whether internationally recognised or otherwise proclaimed or formed during the **Period of Insurance** in or from the territory of Ukraine; or
3. under the control de jure or de facto of Ukraine and not included in items 1. or 2. above.

Jurisdictional Exclusion

Notwithstanding anything to the contrary in this policy, **RSA** shall not be liable to indemnify under this policy:

1. liability in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate at the time such liability is incurred under the laws of any **Affected Territory**, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part; or
2. liability in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought anywhere in the world and such judgment, award, payment, legal costs and expenses or settlement is to the benefit of any party whose permanent residence, corporate registration or relevant operating location is in an **Affected Territory**; or
3. liability in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of any party whose permanent residence, corporate registration or relevant operating location is in an **Affected Territory**; or

4. liability to make any payment directly or indirectly to the government of any **Affected Territory** or to make any payment that in the reasonable opinion of **RSA** is 12 | Management Protection II - Charities & Not for Profit AOC Policy likely to benefit the government of an **Affected Territory**, or resulting from activities that involve or benefit the government of any **Affected Territory**.

Domiciliary Exclusion

Notwithstanding anything to the contrary in this policy:

1. the term **Insured Persons** shall not include any person whose permanent residence is in an **Affected Territory**; and
2. the term **Subsidiary** shall not include any entity whose corporate registration is in an **Affected Territory**.

Business Activity Exclusion

Notwithstanding anything to the contrary in this policy, **RSA** shall not be liable to indemnify under this policy any **Claim** arising directly or indirectly out of or related to the conduct of business in or into or in respect of operations or assets situated in or directly or indirectly pursuant to the instructions of any party whose permanent residence, corporate registration or relevant operating location is situated in any territory under the control de jure or de facto of the government or any agency of an **Affected Territory**.

B Severability of Exclusions

No fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Insured** for the purposes of applying any of the Exclusions set out in sub-section A. ("Exclusions applicable to all Insuring Clauses") above.

IV. POLICY DEFINITIONS

1 Definitions

When used in this **Policy**:

- A Benefits** means perquisites, fringe benefits, amounts due or payments made in connection with an employee benefit plan or pension scheme, share or stock options or any other right to purchase, acquire or sell shares or stock, and any other obligation or payment, made to or for the benefit of an **Employee** other than salary (including bonus) or wages.
- B Charity** means any **Policyholder** and its **Subsidiaries** that has;
- 1) a defined charitable purpose; and
 - 2) is registered in the United Kingdom, Scotland or Northern Ireland; and
 - 3) is regulated by a Charity Commission or similar body.
- C Circumstance** means an incident, occurrence, fact, matter, act or omission which might reasonably be considered to give rise to a **Claim**.
- D Civil Society** means the **You** and **Your Subsidiaries**
- E Claim** means:
- 1) service of a Claim Form, counterclaim, **Related Claim**, Application Notice, Notice of Appeal, Witness Summons or similar legal document (including an application for any related injunction) served upon any **Insured** in respect of a **Wrongful Act**;
 - 2) any arbitration proceeding or request to nominate an arbitrator served upon any **Insured** in respect of a **Wrongful Act**;
 - 3) any written communication (including electronic communications), whether or not containing a demand for compensation or damages, received by any **Insured** threatening commencement of proceedings in respect of a **Wrongful Act**, and any written demand against any **Insured Person** for monetary damages, reinstatement or other non-monetary relief;
 - 4) any criminal prosecution of an **Insured Person** resulting from a **Wrongful Act**;
 - 5) any notice of an **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document:
 - a) into the affairs of the **Civil Society** or the affairs of an **Outside Entity** as provided in Directors & Officers Liability Extension C.14 ("Outside Directorship/Entities") and where an **Insured Person** is required to attend or give evidence; or
 - b) involving a **Wrongful Act** alleged to have been committed by an **Insured Person** or in respect of which an **Insured Person** is required to attend or give evidence by reason of that **Insured Person** acting in their capacity as a **Trustee**,
- and
- 6) any proceedings brought against any **Insured Person** during the **Period of Insurance** by any **Official Body** seeking:
 - a) extradition of an **Insured Person** where the allegations from which the extradition proceedings result arise from a **Wrongful Act** by reason of that **Insured Person** acting in their capacity of a **Trustee**;
 - b) confiscation, assumption or ownership and control, suspension or freezing of rights of ownership of real property or personal assets of any **Insured Person**;
 - c) a charge over real property or personal assets of such **Insured Person**;
 - d) a temporary or permanent prohibition on such **Insured Person** holding the office or performing the function of a **Trustee** of the **Civil Society**;
 - e) restriction of such **Insured Person's** liberty to a specified domestic residence or an **Official Detention**; or
 - f) deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason *other than* an **Insured Person's** conviction of a crime,
- provided that any Claim is first made against, or received by, an Insured Person during the Period of Insurance.*
- F Client** means a party to whom a **Civil Society** provides goods or services under written contract or for a fee.
- G Clean-Up Costs** means:
- 1) rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs, systems or the security codes;
 - 2) duplicating destroyed or damaged electronic data or computer programs from other electronic data or computer programs which shall have been furnished by the **Civil Society** and in the event that destroyed or damaged computer programs cannot be duplicated from other computer programs, the cost incurred for computer time, computer programmers, consultants or other technical specialists as is reasonably necessary to restore the computer programs to substantially the previous level of operational capability, but shall not include costs arising:
 - a) as a result of the reconstitution of **Data** recorded on magnetic or optical media if there are no analysis files specifications or backups of software or **Data** held outside the **Premises**; or
 - b) as a result of the reconstitution of **Data** if the **Civil Society** knowingly uses illegal copies of programs:
 - i) to render the information usable by replacement processing equipment; or
 - ii) to design update or improve the software or programs or to perfect their operation or performance; or
 - 3) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields their incorrect use or the obsolescence of the **Computer System**.
- H Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- I Confidentiality Breach** means unauthorised disclosure of data or information provided in confidence to the Company or **Charity**.
- J Contribution** means **Excess**
- K Corporate Trustee** means a company incorporated for the purpose of administering the **Charity** or of acting as **Trustee** of the **Charity**.
- L Coverage Section** shall mean the terms and conditions relating to each of I. Trustee Liability, II. Corporate Liability, III. Employment Practices Liability.
- M Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- N Cyber Incident** means:
- 1) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System** for any reason.
- O Cyber Liability Event** means any **Wrongful Act** as provided in VII Trustee Definitions 000. Wrongful Act I. ("an Insured Person") arising from use of any **Computer System** or **Data** for which the **Civil Society** is legally liable.
- P Data** means information used, accessed, processed, transmitted or stored by a **Computer System**.
- Q Data Breach** means:
- 1) the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or
 - 2) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.
- R Defence Costs** means that part of a **Loss** consisting of any costs, charges and fees (including, but not limited to, lawyers' and agents' fees and expenses) incurred by **RSA** or reasonably and necessarily incurred by the **Insured**:
- 1) in defending, investigating or settling any **Claim** or assisting **RSA** in investigating, defending or settling any **Claim** (including the amount of any premiums paid for any insurance instruments or bonds which may be required in certain jurisdictions to institute an appeal or enter a Court appearance);
 - 2) in respect of the attendance or giving of evidence by any **Insured Person** at any **Investigation** into the affairs of the **Civil Society** or the affairs of an **Outside Entity** as provided in Trustee Liability Extension C.14 ("Outside Directorship/Entities");
 - 3) in respect of any **Investigation** involving a **Wrongful Act** alleged to have been committed by any **Insured Person** or relating to which any **Insured Person** is required to attend or give evidence by reason of them acting in their capacity as a **Trustee**; or
- 4) in respect of an **Employment Wrongful Act Defence Costs** shall extend to include Preliminary Hearings where a **Claim** is **Probable**,
provided that Defence Costs shall not include any regular or overtime wages, salaries, fees or benefits of the **Trustees** or **Employees** of the **Company**.
- S Deprivation of Assets Expenses** means the amount paid by the **Insured** directly to the provider of any:
- 1) schooling;
 - 2) housing;
 - 3) utilities; or
 - 4) personal insurances,
- as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **Insured Person** during the **Period of Insurance** in circumstances where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.
- T Discovery Period** means the period immediately following the expiry of the **Period of Insurance** during which **You** shall be entitled to continue to notify **Claims** or **Circumstances** pursuant to the terms of:
- 1) Policy Condition H. ("Discovery Period"); or
 - 2) Trustee Extension C.18 ("Retired and Former Trustees"), (each as applicable) of this **Policy**.
- U Documents** means:
- 1) documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments); or
 - 2) computer systems records the property of the **Insured** or for which the **Insured** is legally responsible.
- V Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- W Employee** means any natural person who was, or is, or becomes during the **Period of Insurance**:
- 1) an employee (which shall include trainees, casual, part-time, seasonal, temporary, voluntary and work experience personnel) of the **Civil Society** whilst acting in such capacity; or
 - 2) seconded to the **Civil Society** and acting in such capacity.
- X Employment Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed by any one or more **Insured Persons** in their capacities as such against any past, present or prospective **Employee**, **Trustee** or partner of **Yours**, in connection with any:
- 1) wrongful, unlawful or unfair dismissal, discharge or termination of employment;

- 2) breach of any written or oral employment contract or quasi-employment contract;
- 3) employment-related misrepresentation;
- 4) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
- 5) violation or non-compliance with legislation regulating working hours;
- 6) wrongful failure to employ or promote;
- 7) wrongful demotion;
- 8) wrongful discipline;
- 9) wrongful deprivation of a career opportunity;
- 10) failure to grant tenure;
- 11) failure to adopt adequate workplace or employment policies and procedures;
- 12) **Retaliatory** treatment of whistleblowers or others;
- 13) negligent evaluation;
- 14) employment-related invasion of privacy;
- 15) employment-related breach of data protection legislation;
- 16) employment-related libel, slander, humiliation and defamation;
- 17) failure to furnish accurate job references;
- 18) employment-related wrongful infliction of mental anguish or emotional distress; or
- 19) breach of any obligation which has been transferred to the **Civil Society** by virtue of the Transfer of Undertakings 2014 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.

Y Expenses means the necessary and reasonable costs, charges and fees incurred by the **Insured** or by **RSA** in investigating, defending or settling any **Claim**

provided that Expenses shall not include

- 1) salaries, commissions, emoluments, fees or any other benefits from employment or costs and expenses normally incurred by the **Insured** in the absence of a **Claim**; or
- 2) costs and expenses incurred by a customer to whom the **Insured** provides goods or services under a written contract unless ordered by a court or other legally authorised tribunal; and
- 3) **Expenses** incurred without the prior written consent of **RSA**.

Z Excess means that part of each and every **Claim** or **Loss**, as applicable, which shall not be indemnified by **RSA** and is payable by the **Insured**, the amount of which is specified in the **Policy Schedule**.

AA Full Annual Premium means the annual insurance premium payable by **You**, including any additional insurance premium which becomes payable immediately prior to the expiry of the **Period of Insurance**.

BB Insured means:

- 1) the **Insured Persons**;
- 2) the **Civil Society**; or
- 3) **You**,

declared to **RSA** prior to the commencement of the **Period of Insurance** and as may be acquired or created during the **Period of Insurance** pursuant to the terms of Policy Condition A. ("Acquisition or Creation of a Subsidiary").

CC Insured Persons means;

- 1) any natural person who was, is, or becomes during the **Period of Insurance**, a **Trustee** or manager;
- 2) any natural person falling within the definition of **Insured** in accordance with Definition III ("Trustee") who is incompetent, incapacitated, bankrupt or deceased and against whose estates, heirs, executives or other legal representatives claims are being pursued which would, absent such incompetence, incapacity, bankruptcy or death be covered by the **Policy**; and
- 3) in connection with **Employment Wrongful Acts** only, any **Employee** of the **Civil Society** or any natural person (whether self-employed or employed by an entity other than the **Civil Society**) who is contracted to and supervised by the **Civil Society**,

provided that:

- a) the contract between that **Employee** of the **Civil Society** or natural person and the **Civil Society** provides for the **Civil Society** to indemnify that **Employee** or natural person in respect of any **Claim** and the **Civil Society** has agreed to do so; and
- b) **RSA** has agreed (at its sole and absolute discretion) to provide such cover and each such **Employee** or natural person is added to the **Policy Schedule** by written endorsement.

DD Investigation means any formal or official investigation (other than the **Civil Society's** own internal investigation) or where an official investigation is **Probable**: examination, dawn raids, site raids, regulatory interviews or other proceedings made or commenced during the **Period of Insurance** by a governmental body, professional body or other institution duly authorised to carry out such investigations.

EE Limit of Indemnity means the limit specified in the **Policy Schedule**.

FF Kidnap & Ransom Event means the unlawfully seizing and carrying away of an **Insured Person** by force or fraud, or seizing and detaining an **Insured Person** with an intent to carry that person away at a later time for a purpose.

GG Loss/Losses:

- 1) means:
 - a) damages, compensation, contributions, judgments or (if concluded with **RSA's** prior written consent) settlements;
 - b) claimant's legal costs and **Expenses**;
 - c) punitive, exemplary and aggravated damages if and to the extent such damages are insurable under the laws of

the **United Kingdom**, Channel Islands or Isle of Man, *except where:*

- i) such damages are awarded in respect of an **Employment Wrongful Act**; and
 - ii) such damages are awarded in respect of any **Claim** arising in or in relation to the **USA**.
- d) all other costs and **Expenses** ordered by a court or other legally authorised tribunal, or incurred with **RSA's** prior written consent;
- e) **Defence Costs**, in respect of a **Claim** made against, or received by, any **Insured**, jointly or severally; and
- f) in respect of an **Employment Wrongful Act** only, the cost to the **Insured** of paying wages (but not **Benefits**) to an **Employee** for the period from the date of the purported dismissal or termination to the date on which the court or **Tribunal** of first instance delivered its judgment to the parties,

provided that Loss shall not include:

- a) any taxes;
- b) any fines;
- c) any penalties;
- d) any other form of **Loss** which is uninsurable under the law of the state or country to which the **Claim** is subject;
- e) the multiple portion of any multiplied damage award;
- f) any amount which the **Insured** is not legally liable to pay; or
- g) in respect of an **Employment Wrongful Act** only:
 - i) any amount not indemnified by the **Civil Society** for which the **Insureds** are absolved from payment by reason of any covenant, agreement or court order;
 - ii) the value of any share or stock options or any other right to purchase, acquire or sell shares or stock;
 - iii) taxes, fines or penalties imposed by law or the multiple portion of any multiplied damage award;
 - iv) the cost of complying with any injunctive or other non-monetary relief or any agreement to provide any such relief; or
 - v) matters uninsurable under the law in accordance with which this **Policy** is construed or such **Claim** is adjudicated.

HH Member means a member of a Limited Liability Partnership as defined under the Limited Liability Partnership Act 2000.

II Merger means the occurrence of either of the following events:

- 1) **Your** consolidating with or merging into or selling all or substantially all of **Your** assets to any other person or entity or group of persons or entities acting in concert; or

- 2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than fifty per cent. (50%) of the voting power for the election of **Your Trustees**, or acquiring the voting rights for such an amount of the shares.

JJ North America means the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof.

KK North American Claim means each and every **Claim** brought against the **Charity** in **North America** or which is instituted or pursued before an arbitrator or tribunal or in courts in **North America** (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in **North America** should apply.

LL Official Detention means the confinement of any **Insured Person** in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a **Claim** against such **Insured Person** regardless of whether such confinement is without charge or without a judicial finding of culpability or liability in relation to such **Claim**.

MM Original Inception Date means the date from which the **Civil Society** has maintained uninterrupted equivalent insurance cover with an insurer, whether under this **Policy** or any preceding contract of insurance.

NN Outside Entity means any company or non-profit organisation (other than a **Subsidiary**) *unless* that entity is either:

- 1) registered (for any purpose), domiciled or incorporated in the **USA**; or
- 2) has any of its **Securities** listed on any exchange in the **USA**,

provided that in the case of a company or non-profit organisation falling within this Definition, such entity shall constitute an **Outside Entity** and be insured under this **Policy** if:

- a) **RSA** has agreed to provide such insurance cover;
- b) such entity is listed as an **Outside Entity** in the **Policy Schedule** by written endorsement; and
- b) **You** hold share capital in such entity.

OO Pension Management Event means any **Wrongful Act** arising from any pension plan, fund, or scheme (including a personal pension scheme), stakeholder or Enrolment Pension Scheme which provides retirement income for **Employees** of any **Civil Society**.

PP Period of Insurance means the period of time specified in the **Policy Schedule**.

QQ Policy means, collectively, the **Policy Schedule**, **Statement of Fact**, the proposal, each **Policy Section** and the Terms and Conditions of this contract of insurance including any Clauses attaching thereto.

RR Policy Schedule means the Management Liability Policy Schedule attaching to this **Policy**.

SS Pollutants means:

- 1) any air emission, odour, waste water, oil or oil products, infectious or medical waste, biological contaminants, asbestos or asbestos products, electric or magnetic or electromagnetic fields and noise, and any ionising radiations or contamination by radioactivity; and

- 2) any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or a country, state, county, municipality or locality counterpart thereof including, but not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials.

TT Pollution means the actual, alleged or threatened discharge, release, escape, seepage, migration or disposal of **Pollutants** into or on real or personal property, water or the atmosphere.

UU Privacy Legislation means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, all published guidance by the Information Commissioners Office and the UK General Data Protection Regulation, General Data Protection Act or other similar laws protecting privacy elsewhere in the world.

VV Probable shall mean where a **Trustee** has knowledge of such facts as would lead a reasonable person to believe that a particular governmental body, professional body, or other institution duly authorised is committing, has committed or is about to commit a formal interview or investigation. The **Trustee** must be able to articulate the facts and circumstances forming the basis for probable cause.

WW Public Relations Consultancy Fees means fees necessarily incurred by the **Insured** to employ the services of an external public relations consultant solely for the purpose of providing advice to the **Insured** to review, develop or implement a crisis plan in order to minimise the impact of any adverse publicity following the occurrence of any **Loss** covered by this **Policy**.

XX Ransom means any sums unlawfully demanded from a third party.

YY Related Claims means any and all **Claims** based on, arising out of, or in any way involving the same or related or series of; facts, acts, **Circumstances**, situations, transactions, original cause or source, error, omission or events.

ZZ Retaliation/Retaliatory means a **Wrongful Act** of an **Insured** relating to, or alleged to be in response to:

- 1) the treatment of any **Employee** less favourably than any other **Employees**; or
- 2) the victimisation of any **Employee** because that **Employee** threatens to bring proceedings, give evidence or information, take any action or make any allegation concerning the **Insured**, with reference to any applicable laws or legislation in the relevant jurisdiction relating to:
 - a) sex, race, or disability discrimination;
 - b) whistle blowing; or
 - c) any employment protection law generally.

AAA Retention means that part of each and every **Claim** as applicable, which shall not be indemnified by **RSA** and is payable by the **Civil Society**, the amount of which is specified in the **Policy Schedule**. **Retention** may also be referred to as Fidelity Excess in the **Policy Schedule**.

BBB Retires/Retirement means the act of any **Insured Person** in voluntarily relinquishing their position from the **Civil Society** with a resulting state of retirement whereby such **Insured Person** does not subsequently resume or assume the position of **Trustee** or **Employee**.

CCC Securities means:

- 1) any note, stock, bearer instrument, derivative, bond, debenture, evidence of indebtedness, depositary receipt, share or other equity or debt security of any **Insured**; and
- 2) any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting certificate relating to, certificate of deposit for, or other interest in any of the items referred to in (1.) above.

DDD Spouse means a lawful spouse, civil partner or any person deriving similar status by reason of the law applicable to the relevant territory or jurisdiction in which that person resides.

EEE Statement of Fact means the information contained in any document provided by **You** to **RSA** relating to the cover applied for under this **Policy**.

FFF Sub-Limit means the maximum aggregate liability of **RSA** from all **Claims** or **Related Claims** first made during the **Period of Insurance** (or any applicable **Discovery Period**) arising from an Extension to any **Insuring Clause** under this **Policy**. Any **Sub-Limit** shall be part of and not in addition to the **Limit of Indemnity** attaching to the applicable Insuring Clause.

GGG Subsidiary means any entity in which **You**:

- 1) hold directly or indirectly more than fifty per cent (50%) of the voting rights;
- 2) have the right to appoint or remove a majority of the board of Directors; or
- 3) hold more than half of the issued share capital,

and where **You** are a partnership, an entity shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

HHH Trustee means any natural person who was, who is or who will become:

- 1) a trustee of the **Civil Society** or the **Employee** thereof to whom any duty of such trustee is delegated;
- 2) a trustee of any trust other than a trust corporation or a pension fund trust which was, is, or may hereafter be or be deemed to be the **Civil Society** or wholly or mainly engaged within or in furtherance of the purposes of the **Civil Society**;
- 3) a director including any de facto director (as defined under Section 251 of the Companies Act 2006 or any equivalent provision in the jurisdiction) of the **Civil Society**, or company incorporated for the purpose of administering the **Civil Society**, or the **Trustee** other than its external auditor, liquidator, administrator, receiver or solicitor; and
- 4) an officer or member of the committee of management of any unincorporated association which was, is or may hereafter be or be deemed to be the **Civil Society** or wholly or mainly engaged within or in furtherance of the purposes of the **Civil Society**.
- 5) a manager of the **Civil Society**
- 6) A volunteer who has been officially appointed by the **Civil Society**
- 7) a **Member**

For the avoidance of doubt, the **Policy** covers a **Trustee** solely in relation to his activities for and on behalf of the **Civil Society** and not in relation to any other activities.

III **Third Party** means any person other than:

- 1) an **Employee**, equity partner, member or director of the **Civil Society**; or
- 2) one who is or acts on behalf of the **Civil Society** as any auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee, or other similar agent or representative; or
- 3) one providing a service pursuant to and under a contract with the **Civil Society**.

JJJ **Terrorism** means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the **United Kingdom** or any other government (whether such government is legally established or not).

KKK **Tribunal** means a tribunal constituted in accordance with the Employment Tribunals (Constitution and Rules of Procedures) Regulations 2001, and any statutory amendment or successor thereto.

LLL **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland.

MMM **USA** means the United States of America and in each case its territories and possessions and any state or political sub-division thereof.

NNN **Virus** means programming code or series of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation when loaded onto a **Computer System**, transmitted or transferred between **Computer Systems** via networks, extranets, internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

OOO **Wrongful Act** means in respect of:

- 1) an **Insured Person**:

any error, misstatement, misleading statement, act, omission, neglect, breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, wrongful trading as set out in section 214 of the Insolvency Act 1986 (or any equivalent situation in any jurisdiction in which the **Civil Society** is incorporated), **Employment Wrongful Act**, any other matter asserted against a **Trustee** solely by reason of their status as such or other act committed by any **Insured Person** in their duties or capacity as:

- a) a **Trustee**; or
- b) a **Trustee**, governor or incumbent of a position of equivalent status of any **Outside Entity**,

and

- 2) the **Civil Society**:

any error, misstatement, misleading statement, act, omission, neglect, or breach of duty, breach of trust, breach of warranty of authority, or other act actually or allegedly committed or attempted by the **Civil Society**.

PPP **You/Your** means the organisation so designated in the **Policy Schedule**.

V. TRUSTEE LIABILITY

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

A Trustee Liability Insuring Clauses

1 Trustee Liability Cover

RSA shall indemnify the **Insured Persons** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance**,

provided that:

- a) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) the **Civil Society** has not already provided an indemnity to that **Insured Person** in respect of such **Loss**.

2 Civil Society Reimbursement Cover

RSA shall indemnify the **Civil Society** against any **Loss** incurred by the **Insured Persons** arising from a **Claim** that first arises during the **Period of Insurance** if and to the extent that the **Civil Society**:

- a) is legally required and permitted to indemnify the relevant **Insured Person**; and
- b) has provided an indemnity to an **Insured Person**,

in respect of such **Loss**,

provided that:

- i) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- ii) **RSA** shall not be liable to indemnify the **Civil Society** in respect of such **Loss** and the **Civil Society** shall be liable to pay any applicable **Excess**.

B Trustee Liability Limit of Indemnity

RSA's liability under this **Coverage Section** shall not exceed the **Limit of Indemnity** specified in the Schedule,

provided that:

the amount of the **Limit of Indemnity** available under B. Trustee Liability Limit of Indemnity to pay any judgements or settlements shall be inclusive of any applicable **Defence Costs** and the amount of any such **Defence Costs** shall correspondingly reduce the overall **Limit of Indemnity**

C Trustee Liability Extensions

The following coverage Extensions shall be provided under this Section I ("Trustee Liability Liability"),

provided that:

- a) the terms of sub-section A. ("Trustee Liability Liability Insuring Clauses") above shall apply; and

- b) the maximum liability of **RSA** during the **Period of Insurance** under each Extension shall, unless specified in the relevant Extension, be subject to the **Limit of Indemnity** as detailed in sub-section B. ("Trustee Liability Limit of Indemnity") above:

1 Civil Fines and Penalties

RSA shall indemnify the **Insured** against any civil fine or penalty imposed upon an **Insured Person** by 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**, as a direct result of such person acting in their capacity as an **Insured Person**,

provided that this Extension shall not apply if and to the extent such civil fine or penalty is uninsurable under the laws or regulations of the relevant territory.

2 Compensation for Court Attendance

If any legal advisers acting on behalf of the **Insured**, with the consent of **RSA**, require any **Trustee** of the **Insured** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness in connection with a **Claim** made against an **Insured Person** that is the subject of the cover provided under this **Policy** **RSA** shall provide compensation to the **Insured** at the rate of £250 per person for each day on which such attendance is required,

provided that the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

3 Corporate Manslaughter

RSA shall indemnify the **Insured** against that part of any **Loss** comprising of **Defence Costs** incurred by an **Insured Person**,

provided that:

- a) such **Defence Costs** are incurred in respect of corporate manslaughter and Corporate Homicide Act 2007 (or other similar or equivalent criminal offence in any jurisdiction in which the **Civil Society** operates), related criminal proceedings arising from any **Wrongful Act** or **Investigation**; and
- b) such **Defence Costs** shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the **Civil Society** operates).

4 Crisis Management & Regulatory Event Public Relations Costs

RSA shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by an **Insured Person** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to an **Insured Person** in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered as having the potential to give rise to a **Probable Claim** or **Investigation**,

provided that:

- a) **RSA** has given its prior written consent to incurring such costs and **Expenses** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

5 Deprivation of Assets

RSA shall indemnify the **Insured** against any **Deprivation of Asset Expenses** and **Expenses** incurred by an **Insured Person**,

provided that:

- a) **RSA** has given its express prior written consent to such **Deprivation of Asset Expenses** and **Expenses** being incurred;
- b) the indemnity provided under this Extension shall only apply in respect of the amount of such **Deprivation of Asset Expenses** and **Expenses** that are in excess of the applicable **Excess** under Insuring Clauses A.1("Trustee Liability") or A.2. ("Civil Society Reimbursement Cover"); and
- c) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

6 Emergency Costs and Expenses

If, after having used reasonable efforts, an **Insured** is unable to obtain **RSA's** prior written consent to an **Insured Person** incurring **Defence Costs** **RSA** shall retrospectively approve and indemnify the **Insured** in respect of such **Defence Costs**, less any applicable **Excess**,

provided that:

- a) such **Defence Costs** would otherwise be covered;
- b) such **Defence Costs** are notified to **RSA** as soon as reasonably possible but no later than 10 days after they are incurred;
- c) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £50,000; and
- d) this Extension shall not apply in addition to any other Extension for any **Loss**, **Claim** or **Related Claim**.

7 Employment Wrongful Acts

RSA shall indemnify the **Insured Persons** against any **Loss** incurred by an **Insured Person** arising from a **Claim** that first arises during the **Period of Insurance** in respect of an **Employment Wrongful Act**,

provided that:

- a) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) **RSA** shall not be liable to indemnify the **Civil Society** in respect of any applicable **Excess**.

8 Investigation Defence Costs

RSA shall indemnify the **Insured** against that part of any **Loss** which relates to **Defence Costs** incurred by an **Insured Person** in defending themselves in respect of any **Investigation** commenced by the filing of a notice of charge, formal investigative order, questionnaire or similar document,

provided that, **RSA** shall not be liable under this Extension for the cost of the **Insured Person's** time, or any costs, expenses, fees or overheads incurred by any **Civil Society**, incurred in respect of that **Investigation**.

9 Kidnap & Ransom Event

RSA shall indemnify the **Insured** against any fees, costs and **Expenses** reasonably and necessarily incurred by the **Insured** in employing the services of an external public relations consultant, crisis management firm or law firm for the sole purpose of providing guidance to the **Insured** in order to minimise or limit any adverse publicity in relation to the circumstances or events that could reasonably be considered being a **Kidnap & Ransom Event**

provided that:

- a) any **Kidnap & Ransom Event** includes a request for a ransom;
- b) any **Kidnap & Ransom Event** has been notified and acknowledged by the Police (or equivalent body sanctioned by local, state, or national government to enforce laws and apprehend those who break them);
- c) **RSA** shall not be liable under this Extension in respect of any **Kidnap & Ransom Event** that occurs in Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast and Venezuela; and
- d) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

10 Loss of or damage to Documents

RSA shall pay on behalf of the **Civil Society** or the **Trustee** all costs and expenses reasonably incurred by the **Civil Society** or the **Trustee** in replacing or restoring **Documents**,

provided that:

- a) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000; and
- b) such loss of or damage to **Documents** is first **Discovered** during the **Period of Insurance** or any applicable **Discovery Period**; and
- c) where the **Documents** are in electronic format, the **Insured** can demonstrate to **RSA's** reasonable satisfaction that sufficient and proper procedures were in place for the security and daily back-up of the **Documents**; and
- d) **RSA** shall not be liable for any costs or expenses in respect of loss of or damage to **Documents** directly based on, arising out of or in any way involving:

- i) the transmission or impact of any **Virus**; or
- ii) unauthorised access to a **Computer System**.

11 Management Buy-Outs

If a **Subsidiary** ceases to be owned or controlled by the **Civil Society** as a result of a buy-out by existing management **RSA** shall maintain the cover provided by this **Policy** in respect of that **Subsidiary**:

- a) for a period of 30 calendar days from the date of that buy-out; and
- b) in respect of **Wrongful Acts** committed during that 30 calendar day period referred to in (a) above,

provided that:

- i) this Extension shall be excess of any other insurance in force which provides cover in respect of such **Wrongful Acts**;
- ii) shall apply to existing **Trustees** of the original **Subsidiary** only;
- iii) this Extension shall not apply to Policy Condition H. Discovery Period; and
- iv) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

12 Mental Anguish or Emotional Distress

RSA shall indemnify the **Insured** against that part of any **Loss** which comprises **Defence Costs** incurred by an **Insured Person** in defending themselves in any **Employment Wrongful Act** related legal proceeding which arises in relation to any actual or alleged mental anguish or emotional distress suffered by any past, present or prospective employee or non-executive **Trustee** of the **Civil Society** as a result of that **Insured Person** acting in their capacity as a **Trustee**.

13 Outside Directorship / Entities

RSA shall indemnify any **Insured Person** and any **Employee** of the **Civil Society** where, at the specific request of the **Civil Society** that **Insured Person** or **Employee** was, is, or becomes during the **Period of Insurance** a director, officer, trustee, governor or occupies a position of equivalent status, of any **Outside Entity**, against any **Loss** arising from **Claims** made against such **Insured Person** or **Employee** in respect of any **Wrongful Act** committed or attempted by such **Insured Person** or **Employee** in their respective capacities as a director, officer, trustee, governor or position of equivalent status, of such **Outside Entity**,

provided that,

- a) the cover provided by this Extension shall be excess of any indemnification provided by such **Outside Entity** and any valid and collectable directors and officers liability insurance in respect of such **Outside Entity**; and
- b) the cover provided by this extension shall exclude any trusteeship or administration of any pension plan, programme or scheme or any **Insured Person** acting in a fiduciary capacity in respect of the Pensions Act 2014.

14 Pension Liability

RSA shall indemnify the **Insured** against any **Loss** arising from a **Claim** that first arises during the **Period of Insurance** in respect of any matter asserted against an **Insured Person** for a **Pension Management Event**.

provided that:

the cover provided by this Extension

- a) shall be excess of any indemnification provided by such valid and collectible directors and liability insurance or pension trustee insurance in respect of any relevant pension scheme; and
- b) shall not include **Loss** resulting from a failure to contribute to any pension scheme correctly or on time.

15 Personal Liability for Unpaid Taxes following Insolvency

RSA shall indemnify any **Insured** against that part of any **Loss** that arises from that **Insured Person's** personal liability for any unpaid taxes and **Employee** wages where the **Company** has become insolvent,

provided that:

- a) the cover provided under this Extension shall not apply if and to the extent that such liability for unpaid taxes arises from improper personal financial gain, fraud, dishonesty or wilful intent of the **Insured Person** to breach any statutory duty governing the payment of taxes; and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be £100,000.

16 Pollution

RSA shall indemnify the **Insured Persons** against **Loss** incurred by the **Insured** in defending themselves against criminal or regulatory proceedings in respect of **Pollution** which results from a **Wrongful Act**,

provided that this Extension shall not apply to or in respect of any **Claim** arising in or in relation to the **USA**.

17 Retired and Former Trustees

- a) If any **Insured Person Retires** as a **Trustee** of the **Civil Society** prior to the expiry of the **Period of Insurance** such **Insured Person** shall be entitled to a free **Discovery Period** for a period of 72 months after the expiry of the **Period of Insurance**,

provided that this **Discovery Period** shall not apply where:

- i) **You** or the **Insured** renews or replaces this **Policy** (whether with **RSA** or otherwise); or
- ii) a **Discovery Period** has been activated in accordance with Policy Condition H. ("Discovery Period"), of this **Policy**;
- b) If any **Insured Person** ceases to be a **Trustee** of the **Civil Society** during the **Period of Insurance** for reasons other than **Retirement** such **Insured Person** shall be entitled to a free **Discovery Period** of 180 calendar days after the expiry of the **Period of Insurance**,

provided that this **Discovery Period** shall not apply where:

- i) the **Insured Person** has ceased to be a **Trustee** of the **Civil Society** as a result or consequence of:
 - A) disqualification from holding the office of **Trustee**;
 - B) the acquisition, **Merger** or winding up of **You** as detailed under Policy Condition Q. Transactions Changing Coverage; or
 - C) **You** becoming insolvent or being wound up,
- ii) **You** or the **Insured** renews or replaces this **Policy** (whether with **RSA** or otherwise); or
- iii) a **Discovery Period** has been activated in accordance with Policy Condition H. ("Discovery Period") of this **Policy**.

18 Shareholder Action deriving from Pollution

RSA shall indemnify the **Insured** against any **Loss** that arises in respect of civil proceedings brought against any **Insured Person**, either directly or derivatively, by any shareholder or bondholder of the **Civil Society** alleging loss in the value of the share capital of the **Civil Society** by reason of **Pollution** which results from a **Wrongful Act**,

provided that this Extension shall not apply:

- a) in circumstances where on or before the **Original Inception Date** any **Insured Person** or any **Employee** of the **Company** whose responsibilities include environmental control or compliance knew or should reasonably have foreseen that a **Circumstance** existed which could have given rise to a **Claim** against the **Civil Society** or any **Insured Person**; or
- b) in respect of any **Claim** arising in or in relation to the **USA**.

19 Shareholder Claim Cover

RSA shall indemnify the **Civil Society** against any costs and **Expenses** reasonably and necessarily incurred by a shareholder of the **Civil Society** in pursuing a **Claim** in the name of the **Civil Society** against a **Trustee** and which the **Civil Society** is liable to pay such costs and **Expenses** in accordance with an order of any court,

provided that:

- a) such **Claim** by the shareholder in the name of the **Civil Society** was first made during the **Period of Insurance**;
- b) any costs and expenses incurred by a shareholder under this Extension shall be considered as **Loss** for the purposes of applying any Exclusion; and
- c) **RSA** shall not unreasonably withhold its consent to the incurring of costs and **Expenses** under this Extension.

20 Spouses

If a **Claim** against an **Insured Person** includes a **Claim** against the **Insured Person's Spouse** solely by reason of;

- a) such **Spouse's** legal status as a **Spouse** of the **Insured Person**; or
- b) such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against the **Insured Person**,

any **Loss** which such **Spouse** becomes legally obliged to pay by reason of such **Claim** shall be treated for the purposes of this **Policy** as **Loss** which the **Insured Person** is legally obliged to pay on account of the **Claims** made against the **Insured Person**,

provided that:

- i) all terms and conditions of this **Policy** (including, without limitation, the **Excess**) applicable to any **Loss** incurred by such **Insured Person** in the **Claim** shall also apply to such **Spousal Loss**; and
- ii) this Extension shall not apply if and to the extent that the **Claim** alleges any **Wrongful Act** or omission by the **Insured Person's Spouse**.

VI. CORPORATE LIABILITY

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

A Corporate Liability Insuring Clause

RSA shall indemnify the **Civil Society** against any **Loss** incurred by the **Civil Society** arising from a **Claim** that first arises during the **Period of Insurance**,

provided that:

- a) such **Claim** is notified to **RSA** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) **RSA** shall not be liable to indemnify the **Civil Society** in respect of any applicable **Excess**.

B Corporate Liability Limit of Indemnity

RSA's liability under this **Coverage Section** shall not exceed the **Limit of Indemnity** specified in the Schedule,

provided that;

where **RSA** is liable to indemnify more than one person, firm, company or body the total amount of indemnity payable under this **Policy** shall not exceed the **Limit of Indemnity**.

C Corporate Liability Extensions

The following coverage Extensions shall be provided under this Section II ("Corporate Liability"),

provided that:

- a) the terms of sub-section A. ("Corporate Liability Insuring Clause") above shall apply; and
- b) the maximum liability of **RSA** during the **Period of Insurance** under each Extension shall, unless specified in the relevant Extension, be subject to the **Limit of Indemnity** detailed in sub-section B. ("Corporate Liability **Limit of Indemnity**") above:

1 Contractual Liability Defence Costs

RSA shall indemnify the **Civil Society** against any **Defence Costs** arising from or in connection with actual or alleged contractual liability of any **Civil Society** under any express, oral, written or implied contracts or agreements arising from a **Wrongful Act**,

provided that:

- a) the **Civil Society** has obtained the express prior written consent from **RSA** to the incurring of those **Defence Costs** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

2 Corporate Manslaughter

RSA shall indemnify the **Civil Society** against that part of any **Loss** comprising of **Defence Costs** incurred by the

Civil Society, in respect of corporate manslaughter (or other similar or equivalent criminal offence in any jurisdiction in which the **Civil Society** operates) related criminal proceedings arising from a **Wrongful Act** or **Investigation**,

provided that:

- a) the **Civil Society** has obtained the express prior written consent from **RSA** to the incurring of those **Defence Costs** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) such **Defence Costs** shall not include costs relating to any publicity or remedial orders imposed by any court (or similar or equivalent judicial remedial or punitive measure imposed in any jurisdiction in which the **Civil Society** operates);

3 Emergency Costs and Expenses

If, having used reasonable efforts, the **Civil Society** is unable to obtain **RSA's** prior written consent to the **Civil Society** incurring **Defence Costs** the subject of II. A Corporate Liability Insuring Clause **RSA** shall retrospectively approve and indemnify the **Civil Society** against such **Defence Costs**, less any applicable **Excess**,

provided that:

- a) such **Defence Costs** would otherwise be covered under A. Corporate Liability Insuring Clause; and
- b) such **Defence Costs** are notified to **RSA** by the **Civil Society** as soon as possible but no later than 10 days after they are incurred; c) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £50,000; and
- d) this Extension shall not apply in addition to any other Extension for any **Loss**, **Claim** or **Related Claim**.

4 Loss of or damage to Documents

The **RSA** shall pay on behalf of the **Civil Society** or the **Trustee** all costs and **Expenses** reasonably incurred by **Civil Society** or the **Trustee** in replacing or restoring Documents.

The maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the the single aggregate limit of £100,000

provided that:

- a) such loss of or damage to **Documents** is first **Discovered** during the **Period of Insurance** or any applicable **Discovery Period**; and
- b) where the **Documents** are in electronic format, the **Civil Society** can demonstrate to the reasonable satisfaction of **RSA** that sufficient and proper procedures were in place for the security and daily back-up of the **Documents**; and
- c) **RSA** shall not be liable for any costs or expenses in respect of loss of or damage to **Documents** directly based on, arising out of or in any way involving:
 - (i) the transmission or impact of any **Virus**; or
 - (ii) unauthorised access to a **System**.

5 Pollution

RSA shall indemnify the **Civil Society** against that part of any **Loss** which relates to **Defence Costs** incurred by the **Civil Society** in defending itself against criminal or regulatory proceedings in respect of **Pollution** which results from a **Wrongful Act**,

provided that:

- a) the **Civil Society** has obtained the express prior written consent to the incurring of those **Defence Costs** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) this Extension shall not apply to or in respect of any **Claim** arising in or in relation to the **USA**.

6 Social Media Public Relations Consultancy Fees

RSA shall indemnify the **Company** in respect of any **Public Relations Consultancy Fees** reasonably and necessarily incurred by the **Civil Society** in order to mitigate the adverse effect or potentially adverse effect on the **Civil Society's** reputation of any negative publicity in relation to the **Civil Society's** alleged business practices that is posted on any internet-based social media platform or website,

provided that:

- a) the **Civil Society** has obtained the express prior written consent to the incurring of those **Public Relations Consultancy Fees** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000.

D Corporate Liability Exclusions

RSA shall not be liable to indemnify the **Insured** against any **Loss** which arises directly or indirectly based on, arising out of or in any way involving (the "Exclusions"):

1 Contractual Liability

any actual or alleged contractual liability of any **Civil Society** under any express, oral, written or implied contracts or agreements,

provided that this Exclusion shall not apply in respect of **Defence Costs** otherwise covered by Extension C.1. ("Contractual Liability Defence Costs").

2 Employment Wrongful Act

any **Employment Wrongful Act**.

3 Pension Trusteeship or Administration

the trusteeship or administration by any **Insured** of any pension plan, programme or scheme or other employee benefit programme or any **Insured** acting in a fiduciary capacity in respect thereof, including any obligation incurred under the Pensions Act 1995, Pensions Act 2004, Pensions Act 2014 or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation,

provided that this Exclusion shall not apply to any **Loss** arising from a **Claim** for **Retaliation**.

4 Pollution

- a) **Pollution**; or
- b) any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so (including, without limitation, any claim for financial loss to the **Civil Society**, its shareholders, bondholders or its creditors based on, arising out of, or in any way involving the matters described in this Exclusion).

5 Professional Services Risks

professional Services undertaken by or on behalf of the **Civil Society** arising from or in connection with:

- a) advice;
- b) design; or
- c) specification

provided for a fee.

6 Unfair Trade Practices

any actual or alleged violation of any law (whether statutory, regulatory or common law) with respect to any of the following activities:

- a) anti-trust;
- b) business competition;
- c) unfair trade practices; or
- d) tortious interference in another's business or contractual relationships.

7 Workers Compensation

any actual or alleged liability relating to 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.

8 Cyber Act, Cyber Incident and Data Breach

- a) a **Cyber Act** or **Cyber Incident**;
- b) a **Data Breach**; or,
- c) a **Confidentiality Breach** or breach of **Privacy Legislation**.

For the avoidance of doubt, this Policy does not cover:

- i) notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Cyber Act** or **Cyber Incident** or **Data Breach**, **Confidentiality Breach** or breach of **Privacy Legislation**; or
- ii) any loss, damage, liability, claim, cost or expense of whatsoever nature incurred by the **Insured** to restore, recover or replace **Computer Systems** or **Data** that have been damaged, destroyed, deleted or corrupted as a result of a **Cyber Act** or **Cyber Incident** or **Data Breach** including, but not limited to, any **Ransom**.
- iii) Contractual Liability covered by Extension C.1

VII. EMPLOYMENT PRACTICES LIABILITY

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

A Employment Practices Liability Insuring Clause

RSA shall indemnify the **Civil Society** against any **Loss** incurred by the **Civil Society** arising from a **Claim** that first arises during the **Period of Insurance** as a result of any **Employment Wrongful Act**,

provided that such **Claim** is brought against the **Civil Society** by:

- 1 an **Employee** or prospective **Employee**;
- 2 a partner or prospective partner of the **Insured**;
- 3 a director, non-executive director or officer or prospective director, prospective non-executive director or prospective officer of any **Civil Society**;
- 4 a natural person at work (whether self employed or employed by an organisation other than the **Civil Society**), *provided that* such natural person is providing services to the **Civil Society** on premises owned and occupied by the **Civil Society**; or
- 5 where such **Claim** is in respect of an **Investigation**; Equality and Human Rights Commission (EHRC) 2010 or any other officially recognised regulatory, professional, or trade body, or any similar or equivalent body.

B Employment Practices Limit of Indemnity

RSA's liability under this **Coverage Section** shall not exceed the **Limit of Indemnity**,

provided that:

where RSA is liable to indemnify more than one person, firm, company or body the total amount of indemnity payable under this **Policy** shall not exceed the **Limit of Indemnity**.

C Employment Practices Liability Extensions

The following coverage Extensions shall be provided under this Section III ("Employment Practices Liability"),

provided that:

- a) the terms of sub-section A. ("Employment Practices Liability Insuring Clause") above shall apply; and
- b) the maximum liability of **RSA** during the **Period of Insurance** under each Extension shall, unless specified in the relevant Extension, be subject to the **Limit of Indemnity** as detailed in sub-section B. ("Employment Practices Liability **Limit of Indemnity**") above:

1 Employment Practices Excess Waiver

No **Excess** shall apply under this **Policy** with respect to any **Claim** in Connection with III. Employment Practices Liability

provided that:

- a) the **Civil Society** has a formal written grievance procedure in place; and
- b) for any dispute which is the subject of a **Loss**, the **Civil Society** is able to demonstrate they have followed the ACAS statutory Code of Practice on disciplinary and grievance procedures from the date the **Civil Society's** formal written grievance procedure is first invoked.

2 Social Media Public Relations Consultancy Fees

RSA shall indemnify the **Civil Society** in respect of any **Public Relations Consultancy Fees** reasonably and necessarily incurred by the **Civil Society** in order to mitigate the adverse effect or potentially adverse effect on the **Civil Society's** reputation of any negative publicity in relation to the **Civil Society's** alleged employment practices that is posted on any internet-based social media platform or website,

provided that:

- a) the **Civil Society** has obtained the express prior written consent from **RSA** to the incurring of those **Public Relations Consultancy Fees** (such consent shall not be unreasonably denied, withheld or delayed); and
- b) the maximum liability of **RSA** during the **Period of Insurance** under this Extension shall be the single aggregate limit of £100,000; and
- c) this Extension shall not apply in addition to II Corporate Liability, C. Corporate Liability Extensions, 7. Social Media Public Relations Consultancy Fees.

D Employment Practices Liability Exclusions

1 Exclusions applicable to all types of Loss

RSA shall not be liable to indemnify the **Civil Society** against any **Employment Wrongful Act** related **Loss** which arises directly or indirectly based on, arising out of or in any way involving:

- a) **USA Claims**
any **Claim** arising in or in relation to the **USA**;
- b) **Pension Trustee Liability**
the trusteeship or administration by an **Insured** of any pension, profit share or other employee benefit programme or an **Insured** acting in a fiduciary capacity in respect thereof including, but not limited to, any obligation incurred under the Pensions Act 1995, Pensions Act 2004 or Pensions Act 2014 or for any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (USA) or any regulations promulgated there or within any similar or equivalent law or regulation.
- c) **Strikes, Collective Redundancies, Labour Disputes**
any **Claim** incurred as a result of strikes, obligations to consult representatives and employees in relation to collective redundancies, lockouts, trade union disputes, labour disputes or negotiations or other similar actions (including, but not limited to, disputes in respect of recognition); or

d) **Violation of Health & Safety, Workers' Compensation or Similar Law**

any actual or alleged violation of the responsibilities, obligations or duties imposed by any law governing health and safety, workers' compensation, unemployment insurance, social security, disability benefits or similar law,

provided that Exclusions D.1.(c), and D.1.(d) above shall not apply, and cover shall be provided under Clause III. A. ("Employment Practices Liability Insuring Clause") above if and to the extent that a **Claim** relates to any actual or alleged **Retaliatory** treatment of the claimant by the **Civil Society** arising from the claimant's exercise of rights in accordance with any of the regulations or activities set out in Exclusion D.1.(c) above.

2 **Exclusions Applicable to all types of Loss, other than Defence Costs**

RSA shall not be liable to indemnify the **Civil Society** against any **Employment Wrongful Act** related **Loss** which is directly or indirectly based on, arising out of or in any way involving:

a) **Accommodation for Disabled Persons**

any costs incurred by the **Civil Society** to make any accommodation for any disabled person in respect of working practices or otherwise;

b) **Breach of Employment Contract, Breach of Minimum Wage Legislation for Benefits Due to Employees**

any liability for:

- i) payment of wages or any other form of payment due under a contract of employment or otherwise, (including, but not limited to, compensation payable in respect of contractual or statutory notice periods and contractual or statutory payments due on redundancy) or liability for awards of damages for breach of, or for the payment of a debt under, an **Employee's** contract of employment, *provided that* this Exclusion (i) shall not apply if and to the extent that any breach of an **Employee's** contract of employment relates to a breach of any disciplinary or grievance procedures or equal opportunities policy;
- ii) repayment of deductions wrongfully made from salary, wages or **Benefits** or from any other form of payment due under the contract of employment;
- iii) breach of any obligation in accordance with any minimum wage legislation, save that this Exclusion shall not apply, and cover shall be provided under Clause A. ("Employment Practices Liability Insuring Clause") above, where a **Claim** relates to any actual or alleged **Retaliation** in connection with such breach; or
- iv) payment of **Benefits** due to an **Employee** from the **Insured** or otherwise or to become due or the equivalent value of such **Benefits**,

provided that the Exclusions set out in (a) and (b) above shall not apply if and to the extent that **Defence Costs** form part of such **Employment Wrongful Act** related **Loss**.

Privacy Notice

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information. Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: <https://www.rsagroup.com/support/legal-information/privacy-policy/>

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough
Industrial Park
Halifax, HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,
Customer Relations Office,
RSA,
Bowling Mill,
Dean Clough Industrial Estate,
Halifax, HX3 5WA.

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post:

RSA
P O Box 255
Wyndham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:

0800 0234567 (for landline users)
0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Arranged by:

Keegan & Pennykid (Insurance Brokers) Ltd (No 231032)
50 Queen Street, Edinburgh EH2 3NS.

Authorised and regulated by the Financial Conduct Authority

Royal & Sun Alliance Insurance Ltd (No. 93792).

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.