

Management liability – corporate legal liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AOC-CLL(3) 16009 12/17

Key benefits: what risks are you protected against?

Corporate legal liability insurance covers you and any subsidiary of yours domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar for investigations and claims made against you during the period of insurance as a result of any actual or alleged act, error or omission committed or attempted by you. We will pay for awards up to the limit of indemnity shown in the policy schedule, including the legal defence costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence or breach of warranty of authority;
- bodily injury or damage to property, including claims and investigations under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- the misuse of data, including a breach of any data protection legislation;
- your failure to comply with any taxation guidelines.

We will also pay:

- for claims arising from pollution brought by any shareholder of yours;
- for investigations and defence costs only arising from pollution, other than where the claim is brought by any shareholder of yours;
- · the defence costs for claims against you arising from a breach of contract;
- the costs incurred to make a compulsory notification to an official body;
- your direct financial loss discovered during the period of insurance arising from the dishonesty of any employee of yours, other than your directors, partners or officers.

In certain circumstances, an extended notification period of up to six years can be purchased for an additional premium. This would cover relevant persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations:

We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or
 any relevant person. This will only apply after a judgment or other final adjudication or an admission that such an act did occur;
- · arising out of any defamation;
- arising from your requirement to clean up any pollution;
- following any acquisition, merger or take-over of you;
- arising out of any wrongful termination of employment, breach of employment contract or mistreatment of any current or former employee;
- · arising out of the manufacture, sale, supply, installation or maintenance of any product;
- arising from any public offering of your securities;
- arising out of infringement of any patent, trade mark, copyright, registered design or intellectual property rights, other than for defence costs:
- arising out of any breach of professional duty or failure to provide professional services;
- brought by any injured party for bodily injury or property damage, other than defence costs.

Please read the policy for details of terms in full.