

Management liability – corporate legal liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-CLL(4) 16020 11/20

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;
- a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- your failure to comply with any taxation guidelines.

We will also pay:

- for investigations under the provisions of the Corporate Manslaughter and Homicide Act 2017 or the Health and Safety at Work etc. Act 1974;
- 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 costs incurred to make a compulsory notification to an official body;
- for claims arising from the management of or response to a cyber attack or other cyber event;
- 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, you may apply to purchase an extended notification period of up to three years for an additional premium. Where we agree to provide an extended notification period, this would cover you 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, trademark, copyright, registered design or intellectual property rights;
- arising out of any claim brought by a customer or client due to a breach of duty in the provision of products or services, other than for legal representation costs for an investigation or health and safety/manslaughter claims;
- arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, or social engineering communication. This does not apply where the claim is brought by a shareholder or creditor directly due to your management of or response to the incident. However, we will not in any event cover a claim by a data subject relating to personal data arising from such incident;
- brought by any injured party for bodily injury or property damage, other than in relation to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

Please read the policy for details of terms in full.

