Management Protection

Charities & Not For Profit - Any One Claim Policy
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 Stress Counselling

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.

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I. TRUSTEE LIABILITY

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 Cyber Liability

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 in respect of a Cyber Liability Event.

In respect of this Extension 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 the Insured Persons in order to minimise or limit any adverse publicity in relation to a Cyber Liability Event,

provided that RSA has given its prior written consent to incurring such costs and Expenses (such consent shall not be unreasonably denied, withheld or delayed).

6 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.

7 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.

8 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.

9 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.

10 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.

11 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.

12 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.

13 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.

14 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.

15 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.

16 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.

17 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.

18 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.

19 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.

20 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.

21 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.
II. CORPORATE LIABILITY

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 Cyber Liability
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 for a Cyber Liability Event.

In respect of this Extension RSA shall indemnify the Insured against any fees, costs and Expenses reasonably and necessarily incurred by the Civil Society 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 a Cyber Liability Event,
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 for such fees, costs and Expenses shall be the single aggregate limit of £100,000.

4 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 £100,000; and

d) this Extension shall not apply in addition to any other Extension for any Loss, Claim or Related Claim.

5 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.

6 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.

7 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.

III. EMPLOYMENT PRACTICES LIABILITY

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, T. 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 wrongly 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.
IV. FIDELITY POLICY SECTION

FIDELITY IS A LOSS DISCOVERED CONTRACT. NO COVER EXISTS FOR ANY LOSS FIRST DISCOVERED BEFORE THE PERIOD OF INSURANCE OR AFTER THE END OF THE PERIOD OF INSURANCE UNLESS AND TO THE EXTENT THAT A DISCOVERY PERIOD APPLIES

A  Fidelity Insuring Clauses

RSA shall pay for Fidelity Loss first Discovered during the Period of Insurance or any applicable Discovery Period, resulting from:

1. Criminal Acts committed by an Employee (acting alone or in collusion with any other person) in respect of Covered Property, Money or Securities;
2. Computer Fraud;
3. Funds Transfer Fraud;

B  Fidelity Limit of Indemnity and Prior Policies

1. Fidelity Limit of Indemnity
   (a) The Fidelity Limit of Indemnity does not apply separately for each Civil Society.
   (b) RSA’s liability for loss sustained by any or all Civil Societies shall not exceed the amount for which RSA would have been liable had all such loss been suffered by any one Civil Society.
   (c) The Fidelity Limit of Indemnity shall be RSA’s maximum liability (excluding the Expenses Coverage noted in Extension of Coverage II.A.) for all claims during the Period of Insurance and any applicable Discovery Period.

2. Prior Policies
   If a Fidelity Loss is covered partly under this Fidelity Policy Section and partly under a prior policy, the Retention applicable to the Fidelity Loss under this Fidelity Policy Section shall be reduced by the retention or deductible actually applied to the loss under such prior policy;

3. Discovery Period
   The purchase of any Discovery Period shall not increase or reinstate the applicable Fidelity Limit of Indemnity, which shall be RSA’s maximum liability for the Period of Insurance and Discovery Period, combined.

4. Non Accumulation of Liability
   Regardless of the number of years this Fidelity Policy Section remains in effect and the total premiums due or paid, the Fidelity Limit of Indemnity shall not be cumulative from year to year or from Period of Insurance to Period of Insurance.

C  Fidelity Extensions

A. EXPENSES COVERAGE

RSA shall pay the following costs and expenses incurred with its prior written consent:

1. Investigation Expenses;
2. Computer Clean-up Costs;
3. Public Relations Consultancy Fees.

The maximum payable by RSA during the Period of Insurance under this extension shall be the lesser of 10% of the Fidelity Limit of Indemnity or the maximum aggregate Sub-Limit of £25,000.

Such costs and expenses shall be in addition to the Fidelity Limit of Indemnity.

B. OWNERSHIP & CLIENT COVERAGE EXTENSION

The Money, Securities and Covered Property covered under this Fidelity Policy Section are limited to that owned or leased by the Civil Society.

This extension shall extend to include Money, Securities and Covered Property:

1. held by the Civil Society in any capacity; or
2. held by any Client in any capacity and where the Civil Society is legally liable to such Client.

C. ACQUISITION OR CREATION OF SUBSIDIARY COMPANIES

Policy condition: Acquisition or Creation of Subsidiary shall be replaced, or shall apply where absent, with the following for this Fidelity Policy Section;

1. If, during the Period of Insurance, the Civil Society acquires or creates any new office, branch or Subsidiary (either directly or through one or more of its Subsidiaries), coverage shall apply from such date of acquisition or creation provided that the new office, branch, or Subsidiary:
   (a) has no more than 20% of the total number of Employees previously declared by or on behalf of all of the Civil Society; and
   (b) does not undertake activities which vary materially from those declared in the Proposal;
   (c) such activities are confined to the UK; and
   (d) has not had a loss within the past three years with a quantum greater than 50% of the Retention specified in the Policy Schedule.

2. If the new office, branch or Subsidiary acquired or created falls outside the above conditions, RSA agrees to provide cover from the date of their creation or acquisition for a period of 60 days. During the period of 60 days the Policyholder shall provide any additional information and pay any additional premium as may be reasonably required by RSA.

Cover provided under this sub-section in relation to any new office, branch or Subsidiary shall only apply with respect to any Fidelity Loss caused by any act which is committed after the date of their creation or acquisition. However, RSA shall consider the provision of retroactive cover for any new office, branch or Subsidiary in respect of Fidelity Loss otherwise insured hereunder, prior to the date of any such acquisition, upon specific request, subject to payment of any additional premium required and the signing of a written endorsement.
D. FIDELITY DISCOVERY PERIOD

Policy condition: Discovery Period shall be replaced, or shall apply where absent, with the following for this Fidelity Policy Extension;

Following expiry or earlier termination of this Fidelity Policy Section for any Civil Society the Policyholder may continue to notify Fidelity Loss first Discovered not later than 12 months following such expiry or earlier termination provided that:

1. cover shall only apply to Fidelity Loss or that part of a Fidelity Loss occurring prior to the expiry of the Period of Insurance or earlier termination; and

2. cover for that Civil Society is not 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 its effective date.

Any Fidelity Loss first Discovered during the period provided under this Fidelity Section shall be deemed to have been Discovered during the immediately preceding Period of Insurance.

The purchase of any Discovery Period shall not increase or reinstate the applicable Fidelity Limit of Indemnity, which shall be RSA’s maximum liability for the Period of Insurance and Discovery Period, combined.

If RSA declines to offer any terms for renewal of this Fidelity Policy Section the Policyholder shall be entitled to purchase a Discovery Period on the terms set out below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute RSA declining to renew.

Options to purchase up to 12 months may be available but shall be at RSA’s sole discretion.

E. IDENTITY FRAUD

RSA shall pay Identity Fraud Expenses incurred by the Civil Society with RSA’s prior written consent provided that the maximum liability of the Insurer under this extension during the Period of Insurance is limited to the lesser of 10% of the Fidelity Limit of Indemnity or the maximum Sub-Limit of £25,000.

D. Fidelity Policy Section Exclusions

Exclusions applicable to the Fidelity Policy Section only.

The Insurer shall not be liable for:

A. CONFIDENTIAL INFORMATION

loss of intangible property howsoever caused including but not limited to any intellectual property rights, trade secrets, computer programmes, confidential processing methods or other confidential information of any kind;

B. DISCOVERY AFTER EXPIRY

loss Discovered prior to the commencement of the Period of Insurance or after the expiry of the Period of Insurance unless provided by the Discovery Period extension;

C. EXTORTION

loss arising out of or in any way connected with extortion or any threat thereof unless committed by an Employee (acting alone or in collusion with others);

D. INDIRECT LOSS

loss which amounts to indirect loss of any kind, including but not limited to, interest, profits, dividends or other income except as otherwise covered under this Fidelity Policy Section.

E. LOSS BETWEEN INSURED

loss sustained by one Civil Society or one part of an Civil Society to the advantage of any other Civil Society or other part of an Civil Society;

F. LOSS SUSTAINED AFTER KNOWLEDGE

loss caused by an Employee which is committed after the Civil Society or any director, equity partner, Member, officer or senior manager of the Civil Society shall have knowledge of any theft, fraud or dishonesty committed by such Employee:

1. whilst employed by an Civil Society;

2. prior to employment with an Civil Society;

G. MAJOR SHAREHOLDERS

Criminal Acts committed by:

1. an Employee controlling more than 10% of the voting share capital of the Civil Society at the time of committing such act; or

2. any equity partner or Member of the Civil Society whether acting alone or in collusion with an Employee or with others;

H. NUCLEAR

loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;

I. PROFIT AND LOSS COMPUTATION AND INVENTORY COMPARISON

loss or any part of any loss which is dependent solely upon:

1. a profit and loss computation or comparison; or

2. a comparison of inventory records with an actual physical count, provided, however, that where the Civil Society establishes wholly apart from such comparison that it has sustained a loss covered under Insuring Clause I.A. caused by an identified Employee then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed;

J. TAXES, FINES AND DAMAGES

taxes, fines or damages except for direct compensatory damages or contractual penalties as specifically covered by this Fidelity Policy Section;

K. WAR OR TERRORISM

loss arising from declared or undeclared war, civil war, insurrection, riot, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalisation or Terrorism.

L. RETROACTIVE DATE

loss or part of a loss sustained prior to the Retroactive Date stated in the Policy Schedule.
E Fidelity Policy Section Conditions
Policy Condition: Transaction Change in Coverage for this Fidelity Policy Section shall be replaced, or shall apply where absent, with the following:

A. Transaction Change in Coverage
1. Acquisition, Merger or Winding Up of the Policyholder
   Unless otherwise agreed in writing by RSA, this Fidelity Policy Section shall terminate for all Civil Societies upon:
   (a) the acquisition of the entire issued share capital of the Policyholder or of all or substantially all of its assets, by another entity, or the merger or consolidation of the Policyholder into or with another entity such that the Policyholder is not the surviving entity; or
   (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 the directors of the Policyholder; or
   (c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Policyholder;

   Following termination, the Policyholder may continue to notify Fidelity Loss first Discovered during the Period of Insurance provided that:
   (i) cover shall only apply to Fidelity Loss or that part of any Fidelity Loss occurring prior to the event described in 1.(a), (b) or (c) above; and
   (ii) this Fidelity Policy Section 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 its effective date.

2. Disposal or Winding Up of Subsidiary Civil Societies
   Unless otherwise agreed in writing by RSA, this Fidelity Policy Section 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 the definition of Subsidiary.

   Following termination, the Policyholder may continue to notify Fidelity Loss first Discovered during the Period of Insurance or Discovery Period provided that:
   (i) cover shall only apply to Fidelity Loss or that part of any Fidelity Loss occurring prior to the event described in (a) or (b) above; and
   (ii) this Fidelity Policy Section 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 its effective date.

B. Acquisitions Prior to the Policy Period
   Policy Condition: Acquisitions Prior to the Period of Insurance for this Fidelity Policy Section shall be replaced, or shall apply where absent, with the following:
   If a new office, branch or Subsidiary has been acquired by the Civil Societies prior to the Period of Insurance, such office, branch or Subsidiary shall be covered under this Fidelity Policy Section in relation only to Fidelity Loss caused by any act or omission covered under section I. or II. occurring after the date on which such office, branch or Subsidiary was acquired by the Civil Society unless agreed in writing by RSA and endorsed to this Fidelity Policy Section.

C. Alteration and Assignment
   Policy Condition: Alteration and Assignment for this Fidelity Policy Section shall be replaced with the following:
   No change in, modification of, or assignment of interest under this Fidelity Policy Section shall be effective except when made by written endorsement to this Fidelity Policy Section which is signed by an authorised signatory of RSA.

D. Authorisation Clause
   Policy Condition: Authorisation Clause for this Fidelity Policy Section shall be replaced, or shall apply where absent, with the following:
   Failure to comply with this Condition will result in a claim being rejected or settlement reduced. The Policyholder shall act on behalf of all Civil Societies with respect to the giving and receiving of notice for Fidelity Loss, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Fidelity Policy Section, and the Civil Societies agree that the Policyholder shall so act on their behalf.

   All amounts payable under this Fidelity Policy Section shall be made to the Policyholder. RSA shall not be liable for the application or distribution of such amounts between Civil Societies and shall be released from all liability in respect of such payment by virtue of its payment to the Policyholder.

E. Cancellation
   This Fidelity Policy Section may be cancelled:
   1. by the Policyholder by giving 30 days notice in writing to RSA at the address shown in the Policy Schedule. Thereupon the Policyholder shall be entitled to a return of premium calculated at customary short period rates unless notice of a claim has been made in which event there shall be no return of premium.
   2. by RSA by giving 30 days notice in writing to the Policyholder at the address shown in the Policy Schedule. Thereupon the Policyholder shall be entitled to a proportionate return of premium.

F. The Companies Procedure
   Failure to comply with this Condition will result in a claim being rejected or settlement reduced. The Civil Society shall at all times comply with the following conditions:
   1. The statutory accounts are independently audited and any recommendations implemented within an agreed timeframe.
2. Stock is independently checked, (at least once every six months) by an employee not responsible for daily stock handling or ordering.

3. The verification and authentication of all invoices are undertaken by separate employees and full supporting documentation is provided.

4. Cheque requisition/payment instructions and payment authorisation are segregated functions undertaken by separate people.

5. There is independent verification of supporting documentation before cheque or payment instructions are authorised.

6. Two authorised employee signatures are required on all cheque and payment instructions exceeding £500 in value.

7. Cash in hand and petty cash shall be checked independently of the Employee responsible at least monthly.

8. Independent monthly reconciliations are performed on all bank accounts and debtors accounts by persons not responsible for the day to facilitation of such accounts.

9. The Civil Society shall obtain written or verbal references covering the whole of the preceding two years of employment in confirmation of honesty of all Employees with responsibility for money or property engaged on or after the first inception date of this Fidelity Policy Section. Such references shall be obtained independently of the Employee and retained on the Employee's personnel file.

10. Authorising and amendment to funds transfer procedures or funds transfer instructions is subject to a full segregation procedure so that no one Employee is responsible for the funds transfer transaction from commencement to completion.

RSA shall only be entitled to rely on any condition precedent referred to above in respect of any Fidelity Loss or any part of such Fidelity Loss arises out of, is based upon or attributable to any failure by the Civil Society to comply with such condition precedent.

F  Fidelity Policy Section Claims Conditions

A. Discovery and Notification

Claims Condition: Notification for this Fidelity Policy Section shall be replaced, or shall apply where absent, as follows;

It shall be a condition precedent to the obligations of RSA under this Fidelity Policy Section that the Policyholder shall give RSA written notice as soon as practicable after Discovery of a Fidelity Loss, and in any event no later than 60 days after such Discovery, which notice must be sent to RSA at the Claims Department, Professional & Financial Risks, St Mark's Court, Chart Way, Horsham, Sussex RH12 1XL, for the attention of the Professional & Financial Risks Claims Manager.

Within 6 months after Discovery of any such Fidelity Loss, the Insured shall furnish RSA, at the address set out above, sworn proof of loss with full particulars including all relevant information in their possession in relation to the Fidelity Loss and such further information as may be required by RSA.

B. Subrogation and Recoveries

Claims Condition: Subrogation and Recoveries for this Fidelity Policy Section shall be replaced, or shall apply where absent, as follows;

1. In the event of any payment under this Fidelity Policy Section, RSA shall be subrogated to the extent of such payment to all the Insured's rights of recovery. The Insured shall do everything necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable RSA effectively to bring proceedings in the name of the Civil Society.

2. Provided however that in no event shall RSA exercise its rights of subrogation against any equity partner, member, director or Employee of the Civil Society unless such person is concerned or implicated in a Fidelity Loss covered under this Fidelity Policy Section.

3. All recoveries obtained by the Insured from other parties shall be allocated, after the settlement of any claim under this Fidelity Policy Section as follows:

(a) firstly, to the benefit of the Civil Society to reduce or extinguish the amount of the Civil Societies Fidelity Loss to the extent that it would have been paid under this Fidelity Policy Section but for the fact that such Fidelity Loss exceeds the Fidelity Limit of Indemnity together with any Retention where applicable;

(b) secondly, to the benefit of RSA for all sums paid in settlement of Fidelity Loss arising under this Fidelity Policy Section;

(c) thirdly, to the benefit of the Civil Society for the amount of the Retention under this Fidelity Policy Section.

All recoveries shall be applied as herein only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any claim under this Fidelity Policy Section shall be held for the benefit of RSA and applied as stated herein after settlement if any is made.

C. Valuation

RSA shall not be liable for more than:

1. the actual market value of Securities at the close of business on the business day immediately preceding the day on which the Fidelity Loss was Discovered or the actual cost of replacing Securities whichever is less plus the cost of posting any required lost instrument bond (which cost shall be paid by RSA on behalf of the Civil Society);

2. the cost of blank material such as blank pages, tapes or other materials plus the cost of labour and computer time for the actual transcription or copying of Data which shall have been furnished by the Insured in order to reinstate books of account and other records;

3. the cost of labour for the transcription or copying of electronic data furnished by the Insured in order to reinstate such electronic data;
4. the value of a foreign currency calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of Discovery;

5. the actual cash value of Covered Property at the time of loss or the actual cost of repairing or replacing the Covered Property with property of similar quality or value whichever is less.

All recoveries shall be applied as herein only after deduction of the reasonable cost of obtaining such recovery. All recoveries made prior to settlement of any claim under this Fidelity Policy Section shall be held for the benefit of RSA and applied as stated herein after settlement if any is made.
V. CHARITY PROTECTION

PROFESSIONAL INDEMNITY

This Policy shall extend to include Charity Professional Indemnity Cover provided that You are a Charity.

A Charity Professional Indemnity

Insuring Clause

RSA shall pay on behalf of the Charity, Loss arising from Claims first made against the Charity during the Period of Insurance, provided that;

a) any act error or omission actually or allegedly committed arises out of the provision of the Professional Services of the Charity; and

b) such Claim is notified to RSA during the Period of Insurance or any applicable Discovery Period; and

c) RSA shall not be liable to indemnify the Charity in respect of any Excess; and

d) You are a Charity.

B Charity Professional Indemnity Limit of Liability

RSA shall indemnify the Charity for Loss arising from all Claims and all Related Claims first made against the Charity during the Period of Insurance or any applicable Discovery Period, provided that;

a) The Limit of Liability shall not apply separately for each Insured; and

b) Loss sustained or Loss arising out of any one Claim and all Related Claims sustained by any or all Charities shall not exceed the amount for which RSA would have been liable had all such Loss been suffered by any one Insured; and

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

d) the Charity shall be liable to pay the Excess of £2,500 for each and every Loss or claimant.

C Charity Professional Indemnity Exclusions

1 Exclusions applicable to all types of Loss

RSA shall not be liable to indemnify the Charity against any Loss which arises directly or indirectly based on arising out of or in any way involving (the “Exclusions”);

a) Abuse and Sexual Conduct

any Claim arising out of or related to actual or alleged conduct involving;

i) acts of hurting or injuring mentally or physically by maltreatment or ill-use; or

ii) acts of forcing sexual activity rape; or molestation; or

iii) repeated or continuing contemptuous coarse or insulting words or behaviours;

or acts of a sexual nature (even if consensual) including but not limited to sexual relations contact intimacy exploitation harassment or assault inappropriate use of images or spoken or written words inducement coercion into sexual activity sexual or any actual attempted or alleged improper relationship whether or not sexual or consensual;

b) Adjudication and Arbitration

any Claim arising out of or related to any

i) decision made against the Charity by an adjudicator who was not independent of the parties to the dispute

ii) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996

iii) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the RSA;

c) Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving the presence of, the release of, or the exposure of persons buildings or property to any material fibres or particles containing crocidolite, amosite, chrysotile fibrous, actinolite fibrous, anthophyllite or fibrous tremolite or any mixture containing any of those minerals;

d) Bodily Injury to Employees

any liability arising out of death, disease, illness or bodily or mental injury to an Employee arising out of and in the course of such employment for or on behalf of the Charity;

e) Bodily Injury to Others or Damage to Property

any liability arising out of death, disease, illness or bodily or mental injury to;

i) any other person; or

ii) loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty;

f) Contractual Agreement

i) any express guarantee given by the Charity; or

ii) any express contractual penalty made between the Charity and a third party; or

iii) any acceptance by the Charity of liability for liquidated damages;
in so far as liability assumed by the Charity exceeds the amount of the Charity’s liability in the absence of such agreement;

h) Employment Wrongful Act
any Employment Wrongful Act;

i) Financial Institution
any activity that involves the provision of advice or assistance or representation for the application of services provided for as a Financial Institution and for which such services are regulated by the Financial Conduct Authority;

j) Goods and Services
i) the supply of any goods by or on behalf of the Charity or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Charity;
ii) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Charity of goods or services;

k) Nuclear
Loss or destruction of or damage to any property whatsoever or any Loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

l) Pension and Benefit Schemes
any Claim arising from any plan programme or scheme providing benefits to the Charity or any Employees;

m) Previous Claims or Circumstances
i) the consequence of any Circumstance
   a) notified under any insurance which was in force prior to the inception of this Policy; or
   b) known to the Charity or which should have been known to the Charity at the inception of this Policy which might reasonably be expected to produce a Claim;
   ii) any Claim made against the Charity prior to the Period of Insurance;

n) Professional Services
Professional Services undertaken by or on behalf of the Charity arising from, that involves or in connection with:
i) investment; or
ii) tax advice; or
iii) any Legal Activity; or
(iv) architectural; or
(v) structural design; or
(vi) the provision of medical services;

o) Spite or Reckless Behaviour
any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour;

p) Trading Liabilities
any trading losses or trading liabilities incurred in connection with any business managed or carried on by the Charity including loss of any client account or business;

q) Transportation or Property
the ownership, use, occupation or leasing of mobile or immobile goods or property by or on behalf of the Charity;

r) Trustee Liability
any Claim against any Charity in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee;

s) North American Jurisdiction and Operations
i) damages or other monetary awards judgments or negotiated settlements claimant’s costs and expenses and Defence Costs connected with or arising out of any North American Claim; or
ii) the enforcement upholding or registration against the Charity by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant’s costs and expenses and Defence Costs connected with or arising out of any North American Claim; or
iii) the operations of the Charity or any Trustee, principal partner, Member director Employee agent branch subsidiary or parent company of the Charity in North America.

t) War and Terrorism
i) any Claim arising directly or indirectly out of any war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power; or
ii) Terrorism.
VI. 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 collectable 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.

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.
VII. 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 restate 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 not 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.
   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.
VIII. 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, Profim & 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 insured) 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 Queen’s Counsel. The identity of the Queen’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 Queen’s Counsel shall be directed to apportion all costs of the determination between RSA and the Insured as the Queen’s Counsel so determines.

3) All references to Queen’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 Insured, 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 Queen’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 Queen’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 Queen’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 Queen’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).

IX. 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 Clean-Up Costs means reasonable Clean-Up Costs following the fraudulent use of computer hardware, software or Computer System which are the subject of a loss covered under this Policy.

I Computer Fraud means loss of Covered Property, Money or Securities due to any fraudulent or dishonest manipulation by a Third Party of the Civil Society's computer hardware, software programs or Computer System.

For the avoidance of doubt, Computer Fraud does not include:
   1) the use of any computer to fraudulently cause a transfer of funds belonging to the Insured or for which the Civil Society is responsible from an account maintained by the Civil Society at a financial institution; or
   2) charges for which the Civil Society is legally liable directly resulting from the fraudulent and unauthorised access and use of a Telecommunications System.

J Computer System shall mean any Civil Society computer network, software programmes or similar electronic social media content for which the Civil Society is responsible.

K Contribution means Excess

L Corporate Trustee means a company incorporated for the purpose of administering the Charity or of acting as Trustee of the Charity.

M Coverage Section shall mean the terms and conditions relating to each of I. Trustee Liability, II. Corporate Liability, III. Employment Practices Liability and where applicable IV. Charity Protection Fidelity Cover & V. Charity Protection Professional Indemnity.

N Covered Property means tangible property other than Money or Securities.

O Criminal Act means theft, fraud or dishonesty committed with the clear intent of obtaining an improper personal financial gain for the Employee or for any other person or organisation intended to receive such gain; but in respect of trading or dealing in commodities, futures, options, currency, foreign exchange and the like this Fidelity Policy Section shall only apply if such act is committed by the Employee with the intent to cause the Civil Society Fidelity Loss and with the clear intent of obtaining an improper personal financial gain for the Employee or for any other person or organisation intended to receive such gain. For the purposes of this definition "improper personal financial gain" shall not include salary, commissions, fees, bonuses, promotions or other emoluments or benefits earned in the normal course of employment.

P Cyber Liability Event means any Wrongful Act as provided in VII Trustee Definitions OOO. Wrongful Act I. ("an Insured Person") arising from use of any Computer System or Data for which the Civil Society is legally liable.

Q Data characters, or symbols on which operations are performed by a computer, being stored and transmitted in the form of electrical signals and recorded on magnetic, optical, or mechanical recording media the property of any Civil Society or for which any Civil Society is responsible that is required by law to be protected from public disclosure.
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/Discovered means when a director, equity partner, member, officer or senior manager of the Civil Society (not in collusion with a dishonest Employee) first becomes aware of facts which would cause a reasonable person to believe that Fidelity Loss covered is likely to be incurred, regardless of when the act or acts causing or contributing to such Fidelity Loss occurred even though the exact amount or details of Fidelity Loss may not then be known. Discovery also means when the Civil Society receives notice of an actual or potential claim against it alleging facts that if true would constitute a covered Fidelity Loss.

Discovery made by one Civil Society shall constitute Discovery made by every Civil Society.

U 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.

V 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.

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 Fidelity Limit of Indemnity** shall mean the maximum aggregate shown in the Policy Schedule.

**BB Financial Institution** means any entity whose principal business activity is as a clearing bank, deposit/loaning bank, building society, foreign exchange broker or trader, merchant bank, stockbroker, securities broker, commodity trader or broker, derivative trader or broker, hedge fund, insurance broker, insurance company (general or life), financial advisor (including independent financial advisors), asset management company, investment trust provider, Independent Saving Account provider, unit trust or other financial investment provider, credit provider or currency exchange operation or any other similar entity.

**CC Fidelity Loss** means direct financial loss sustained by the Civil Society (or for the purposes of V. Fidelity Extensions, B. Ownership & Client Coverage Extension, 2., direct financial loss sustained by a Client), arising from an act specifically insured under the Fidelity Insuring Clause within the Fidelity Section. All Fidelity Loss of any kind, sustained as a result of one act, omission, or event or series of events shall be deemed to be one loss for the purpose of the calculation of the Fidelity Limit of Indemnity or Retention regardless of when during the Period of Insurance or prior thereto, such acts occurred or the number of Civil Societies who sustain such loss.

**DD 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.

**EE Funds Transfer Fraud** means the Fidelity Loss of funds from an account maintained by the Civil Society at a financial institution (from which the Civil Society or their authorised representatives may request the transfer, payment or delivery of funds), following fraudulent electronic, telegraphic, cable, facsimile, teletype, telephone, or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Civil Society, but which are fraudulently transmitted or issued by a Third Party, are a forgery or fraudulently altered by a Third Party.

**FF Identity** means publicly available data held by an official registry or any other party which relates to the formation and identity of the Civil Society and relied upon by investors or vendors in establishing the financial standing and credit worthiness of the Civil Society.

**GG Identity Fraud** means the fraudulent modification, alteration or theft of Identity committed by an Employee or Third Party.

**HH Identity Fraud Expenses** means reasonable and necessary:

1) fees, costs and expenses incurred solely to correct or reinstate public records following an Identity Fraud;

2) legal fees, costs and expenses incurred in applying for civil or criminal proceedings to be dismissed or withdrawn on the basis that the alleged liability resides with the perpetrator of the Identity Fraud; or

3) fees, costs and expenses incurred to employ the services of a professional private investigation agency to investigate the identity of the perpetrator of the Identity Fraud.

**II 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").

**JJ 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, executors 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.

**KK 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.

**LL Investigation Expenses** means expenses incurred solely to substantiate the amount of a Fidelity Loss covered but does not mean expenses paid by the Civil Society for salaries, wages or similar expenses.
MM Legal Activity means

1) the provision of legal advice or assistance, or representation in connection with the application of the law or resolution of legal dispute;

2) any Reserved Legal Activity as defined in section 12 of the Legal Services Act 2007, namely:
   a) the exercise of a right of audience;
   b) the conduct of litigation;
   c) reserved instrument activities;
   d) probate activities;
   e) notarial activities;
   f) the administration of oaths.

NN Limit of Indemnity means the limit specified in the Policy Schedule.

OO 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.

PP 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.

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

RR 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.

SS Money means:

1) currency, coins and bank notes in current use and bullion; or

2) travellers cheques, postal orders, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, and VAT stamps all in current use and unused credits in franking machines; or

3) monetary balances held at a financial institution to the credit of the Civil Society.

TT 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.

UU 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.

VV 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.
Defined Civil Society has maintained uninterrupted equivalent insurance cover with an insurer, whether under this Policy or any preceding contract of insurance.

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
   c) You hold share capital in such entity.

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.

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

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.

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

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.

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.

Professional Indemnity Wrongful Act means any act or omission actually or allegedly committed arising out of the provision of Professional Services.

Professional Services means the services specified in the defined charitable purpose when performed within or in furtherance of the Charity.

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.

Property means tangible property other than Money or Securities.

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.

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.

Retention/Retaliation 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.

Retention means that part of each and every Claim or Fidelity Loss, 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.

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.

Retroactive Date means the date specified in the Policy Schedule. Where Fidelity Cover has not previously been purchased the Retroactive Date shall be the first RSA inception date as stated in the Policy Schedule as the Period of Insurance “From Date”

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.

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

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.

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.

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.

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.

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).

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.

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

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

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.

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.

You/Your means the organisation so designated in the Policy Schedule.
X DIFFERENCE IN CONDITIONS AND LIMITS PROVISION

This Policy extension shall only apply where shown in the Policy Schedule.

RSA shall provide indemnity to the You for any difference in Condition or Difference in Sub Limit between this RSA Policy and the preceding Directors Liability Policy, of which this is a direct replacement.

This extension expires 36 months from the first RSA Policy inception date stated in the Schedule as the Period of Insurance “From Date”.

This agreement will only apply where RSA has been supplied with a copy of the previous policy wording and schedule which evidences the previous broader cover or sub-limit in the event of a Claim.

A Difference in Conditions and Limits Exclusions

1 Exclusions applicable to all types of Loss

RSA will not provide indemnity to You or any Civil Society under this extension in respect of:

a) any Cover that is shown as “Not Insured” in the Schedule to the RSA Policy; or

b) any Cover which was not insured under the Preceding Directors Liability Policy; or

c) any differences in cover between the Preceding Directors Liability Policy and the RSA policy which exist because RSA has been asked to change, delete or reduce Cover or Limits of Indemnity under the RSA Policy; or

d) Any Financial Institution

There are certain exceptions and limits of cover contained in the RSA Policy which will always apply in the way described no matter what the equivalent exceptions and limits in the Preceding Directors Liability Policy may have been. These are as follows;

a) Unlimited run off period for any retiring director, manager, Officer, member or similar shall not apply. Run off cover for Retired and former Directors shall apply as set out in this Policy; 1. Directors & Officers Liability, Directors & Officers Extensions, 17 Retired and Former Directors.

b) The Limit of Indemnity applicable to each Section; Directors & Officers, Corporate Liability, Employment Practices Liability & Fidelity.

c) Any existing endorsement or wording relating to DIC/DIL extensions shall not apply.

d) Any reinstatement of limits shall not apply where RSA provide cover on an Any One Claim basis.

e) Any waiver of excess linked to a service provider.

f) Policy conditions; Dispute Resolution and Financial or Trade Sanctions.

g) Claims Conditions; Defence and Co-operation.

h) Legal Expenses or Legal Protection insurance.

i) Public Liability, Products Liability or Employer’s Liability insurance.

j) Professional Indemnity insurance.

k) Pension Trustee Liability.

l) Help advice or other telephone services.

m) The provision for Service providers, Panels or arrangements.
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.
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
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsgroup.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.