

Directors and Officers Liability

What is covered

a Directors and officers liability

We will pay any **director or officer** for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged **wrongful act** committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of **yours**.

In addition **we** will pay

- the **director and officer's costs and expenses** resulting from the claim
- punitive or exemplary damages awarded against the **director or officer** where the payment is lawfully allowed under this policy
- the premium paid by the **director or officer** for insurance or bonds which, in certain jurisdictions, are required to begin an appeal

If claims are made against both **you** and the **director or officer** and those claims arise from the same **wrongful act**, **we** will pay the **director or officer's costs and expenses** in full even if those **costs and expenses** incidentally benefit **you**. However, this does not apply if the **wrongful act** is an **employment wrongful act**.

However, if **you** are legally allowed to pay the **director or officer** under **your** Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability and **we** reimburse **you** or make that payment on **your** behalf under subsection of cover h (company reimbursement), then **we** will not make any payment under this subsection of cover (directors and officers liability).

b Outside board cover

We will pay any **director or officer** for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged **wrongful act** committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of an **outside company** when they hold the position of **director or officer** at **your** written request.

In addition **we** will pay

- the **director and officer's costs and expenses** resulting from the claim
- punitive or exemplary damages awarded against the **director or officer** where the payment is lawfully allowed under this policy
- the premium paid by the **director or officer** for insurance or bonds which, in certain jurisdictions, are required to begin an appeal

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under subsection of cover h (company reimbursement).

c Disqualification proceedings

We will pay any **director or officer** for **costs and expenses** arising from **disqualification proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from the **company** and where **we** pay the **company** under subsection of cover h (company reimbursement).

d Investigation costs

We will pay any **director or officer** for **costs and expenses** arising from an **investigation** which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under subsection of cover h (company reimbursement).

e Environmental proceedings

We will pay any **director or officer** for **costs and expenses** arising from **environmental proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under subsection of cover h (company reimbursement).

f Extradition proceedings

We will pay any **director or officer** for **costs and expenses** arising from **extradition proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under subsection of cover h (company reimbursement).

g Manslaughter claims cover

We will pay any **director or officer** for **costs and expenses** arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

However, **we** will not pay any amount which the **director or officer** recovers from **you** and where **we** pay **you** under subsection of cover h (company reimbursement).

h Company reimbursement

If, in accordance with your Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability, **you** are legally allowed to pay on behalf of a **director or officer** any amount which the **director or officer** would otherwise be entitled to payment by **us** under the following subsections of cover

- a (directors and officers liability)
- c (disqualification proceedings)
- d (investigation costs)
- e (environmental proceedings)
- f (extradition proceedings)
- g (manslaughter claims cover)

then **we** will reimburse **you** for that payment.

i Discovery period

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or

- failure to comply with or observe the terms, provisions and conditions of this policy, or if any **director or officer** or **you** declines to accept **our** renewal terms, then the **director or officer** or **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to:

- **wrongful acts**
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The **discovery period** can be extended from 30 days to:

- 90 days subject to an immediate payment to **us** of 25% of the premium applicable to this section of cover.
- 180 days subject to an immediate payment to **us** of 50% of the premium applicable to this section of cover.
- 12 calendar months subject to an immediate payment to **us** of 100% of the premium applicable to this section of cover.

The extension of the **discovery period** must be requested within 30 days of the expiry of the period of insurance shown in the policy schedule and can only be extended once.

The **director or officer** or **you** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

If a **discovery period** is also provided under subsection of cover j (retired directors or officers) then the two **discovery periods** shall run concurrently.

j Retired directors or officers

If, for any reason, **we** or any **director or officer** or **you** refuse to renew this section of cover a **retired director or officer** shall automatically be entitled to a 72 calendar months **discovery period**.

The **discovery period** shall only apply to:

- **wrongful acts**
- **disqualification proceedings**
- **investigations**
- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The **retired director or officer** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

If a **discovery period** is also provided under subsection of cover i (discovery period) then the two **discovery periods** shall run concurrently.

k Public relations management

We will pay any **director or officer** for costs resulting from the use, with **our** prior agreement, of the **public relations response service** following a **crisis**.

In addition **we** will pay any other related costs agreed with **us**.

l Non-executive directors

If the **limit** of this section of cover and any other cover that the **director and officer** is entitled to is completely used up, **we** will consider the **limit** to be increased by a further 10% but only in respect of **costs and expenses** incurred in the **director or officer's** capacity as a non-executive director of **yours**.

m Emergency costs and expenses

If **our** prior written consent cannot reasonably be obtained before a **director or officer** incurs **costs and expenses** (or costs resulting from the use of the **public relations response service**) then **we** will agree to pay these up to a maximum of 10% of the **limit**.

n Compensation for court attendance

If at **our** request

- any director or partner of **yours**, or
- any **employee**

attends a court as a witness in connection with a claim **we** will pay you the following amounts:

- for any director or partner £500 per day
- for any **employee** £250 per day

for each day on which attendance is required.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all **costs and expenses**, plus
- all punitive or exemplary damages, plus
- all premiums for insurance or bonds required to begin an appeal

is the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **public relations response service** is £25,000. This amount is in addition to the **limit**.

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** arising from **environmental proceedings** is £250,000. This amount is not in addition to the **limit**.

Under subsection of cover h (company reimbursement) **we** will not pay the **excess** where:

- action for damages is brought in a court of law of, or **costs and expenses** arise within, the United States of America, or
- action is brought in a court of law elsewhere to enforce a judgment of a court of law of the United States of America.

This amount must be paid by **you**.

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** or the **director or officer** for any fine or penalty.

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** or the **director or officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** or the **director or officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **Contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you** and/or the **director or officer**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Mould

We will not pay **you** or the **director or officer** for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

5 Other insurance

We will not pay a **director or officer** or **you** where they or **you** have a right to payment under any other insurance.

However, if they have a right to payment under any other insurance **we** will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

6 Legal action

We will not pay a **director or officer** or **you**

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

- where **disqualification proceedings, investigation, environmental proceedings** or **extradition proceedings** are ordered or commissioned outside that jurisdiction.

7 Employment disputes

If

- **you** are an unincorporated body, or
- the employment law protection section of cover has been chosen

then **we** will not pay a **director or officer** or **you** for

- an **employment wrongful act**
- an **investigation** in respect of employment discrimination or health and safety.

8 Dishonest and malicious acts

We will not pay a **director or officer** or **you** if the **director or officer** admits to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of the dishonest, fraudulent or malicious conduct of the **director or officer**.

9 Remuneration

We will not pay a **director or officer** or **you** to the extent of any remuneration of any kind that is due to any **director or officer** or **employee**.

10 Prior and pending litigation

We will not cover any claim made against any **director or officer** or **you** or pay any **costs and expenses** arising from

- a **wrongful act**
- **disqualification proceedings**
- an **investigation**
- **environmental proceedings**
- **extradition proceedings**
- any proceedings brought under the Corporate Manslaughter and Corporate Homicide Act

arising in any way from any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving a **director or officer, you** or an **outside company** that was first started prior to the date that this section of cover came into force.

We will not cover any claim, proceedings or circumstances which have been reported or notified under any contract of insurance which this section of cover renews or replaces.

11 Pollution

We will not pay a **director or officer** or **you** in respect of any claim or proceedings arising from or involving **pollution**.

This exclusion does not apply to subsection of cover e (environmental proceedings).

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **pollution**.

12 Injury or property damage

We will not cover any claim for

- **injury** to any person
- loss, damage, destruction or loss of use of property.

This exclusion does not apply to emotional distress arising from

- libel, slander or defamation
- **employment wrongful act** (provided the employment law protection section of cover has not been chosen)

This exclusion does not apply to the criminal prosecution of any **director or officer** for manslaughter in relation to **your** activities.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **injury** or loss, damage, destruction or loss of use of property.

13 Pension funds

We will not pay a **director or officer** or **you** in respect of any claim or proceedings arising from the **director or officer** acting in the capacity of trustee or administrator of any pension, retirement or superannuation scheme or programme created for the benefit of a **director or officer** or **employee**.

14 Takeover or merger

We will not cover any actual or alleged **wrongful act** committed or attempted after the effective date of **your** takeover or merger by or with any person or entity.

We will not cover any **disqualification proceedings, investigations, environmental proceedings** or **extradition proceedings** instigated after the effective date of **your** takeover or merger by or with any person or entity.

15 Professional duties to third parties

We will not cover any claim made by a third party for any breach of any professional duty owed to that party.

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of breach of professional duty owed.

16 Claims made by any outside company

We will not cover any claim made by or on behalf of any **outside company** and/or any director, officer or trustee of the **outside company**.

This exclusion does not apply to

- any claim in respect of any **employment wrongful act** concerning the employment of the director or officer of the **outside company**
- any claim brought by any shareholder or bondholder of the **outside company** (which is made without any solicitation by, or assistance or participation of, any director, officer or trustee) due solely to any actual or alleged loss in value of the share capital of the **outside company**
- **costs and expenses** in the defence of any claim made by or on behalf of any **outside company** and/or any director, officer or trustee of the **outside company**
- any claim for contribution brought by any director, officer or trustee of the **outside company** if the claim directly results from any other claim or payment under this section of cover

- any claim brought by any person who is no longer a director, officer or trustee of the **outside company**
- any claim brought by a liquidator, receiver or administrative receiver due to the insolvency of the **outside company**.

We will not cover any claim made by or on behalf of any person who controls more than 15% of the issued share capital of any **outside company**.

17 Punitive and exemplary damages (employment)

We will not pay any punitive or exemplary damages awarded in relation to any claim arising from or involving an **employment wrongful act**.

This exclusion shall not apply to exemplary damages in respect of employment related libel, slander or defamation.

If the jurisdiction shown in the policy schedule for this section of cover includes the United States of America then the following exclusions also apply:

18 'Insured v. insured' (USA)

We will not cover any claim made against a **director or officer** brought by

- **you**, or
- any present or former holding company of **yours**, or
- any other **director or officer**, or
- any **outside company**

where the claim is brought

- within or subject to the laws of the United States of America, or
- anywhere else to enforce a judgment of a United States of America court.

This exclusion shall not apply to:

- any claim in respect of any **employment wrongful act** concerning the employment of the **director or officer** by the **company**
- any **shareholder action**
- the **director or officer's costs and expenses** in the defence of the claim
- any claim for contribution brought by any **director or officer** if the claim directly results from any other claim or payment under this section of cover
- any claim brought by any person who is no longer a **director or officer**
- any claim brought by a liquidator, receiver or administrative receiver due to **your** insolvency.

19 United States of America

We will not cover any claim made against any **director or officer** or **you** or pay any **costs and expenses** arising from

- a **wrongful act**
- **disqualification proceedings**
- an **investigation**
- **environmental proceedings**

- **extradition proceedings**

caused by or relating to any breach of the following legislation of the United States of America:

- the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments of this Act or any rules or regulations made under it.
- the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transactions caused by, involving or relating to the sale of securities
- the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

20 Cyber liability

We will not pay **you** or a **director or officer** for any actual or alleged loss or legal liability arising in any way from any actual or alleged

- **cyber incident**
- the transmission of a **computer virus**
- recovering or reconstituting data

This exclusion does not apply to any **shareholder action** where the loss in value of the share capital is a result of **your** response, or management of the incident.

21 Coronavirus

We will not pay **you** or a **director or officer** for any loss that is caused by or arises in any way from

- Coronavirus (COVID-19)
- severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- a mutation or variation of SARS-CoV-2
- a threat, fear or likelihood of infection with any of the above

Conditions that apply to this section of cover

1 Disclosure clause

You or the **director or officer** must have provided the **proposal** with reasonable skill and care and after having made all reasonable and appropriate enquiries.

- If **you** or the **director or officer** have made any misrepresentation or non-disclosure of any material facts or circumstances then **we** will not avoid this section of cover
 - unless either:
 - **we** reasonably believe the misrepresentation or non-disclosure was deliberate or reckless; or
 - **we** would not have underwritten this section of cover on any terms if the facts or circumstances had been disclosed or not misrepresented
 - and provided that
 - where **you** or the **director or officer** should have notified **us** during a preceding period of insurance to that shown in the policy schedule of a claim or the instigation of **disqualification proceedings, investigation, environmental proceedings or extradition proceedings** and the cover to which **you** or the **director or officer** would have been entitled was in any way more restrictive than that provided at the date of notification **we** will only be liable to the extent available during that preceding period of insurance.
 - where **you** or the **director or officer** have prejudiced the handling or settlement of any claim, **disqualification proceedings, investigation, environmental proceedings or extradition proceedings**, the amount **we** will pay **you** will be reduced to the amount which, in **our** opinion, would have been payable in the absence of the prejudice.
- Subject to the above, if **you** or the **director or officer** make any misrepresentation or non-disclosure of any material facts and **we** would still have underwritten this section of cover but on different terms had the facts been disclosed or not misrepresented, then **we** may instead:
 - reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which **we** would have charged had **you** or the **director or officer** told **us** about a material fact or circumstance. The same reduction will be applied to any claims which have already been paid and any overpayment of claims by **us** will be repaid by **you** or the **director or officer**; and/or
 - treat this section of cover as if it had included such additional terms (other than terms relating to premium) as **we** would have imposed had **you** or the **director or officer** told **us** about a material fact of circumstance. These additional terms will apply equally to existing, past and future claims.
- **We** will not deny payment on the grounds of the breach of claims conditions 1 or 2 of this policy subject to the above.

2 Cancellation

Neither a **director or officer** nor **you** has a right to cancel this section of cover or to reduce the cover provided.

We will only consider a request for cancellation or a reduction in cover if **we** are reasonably satisfied that the request has been sanctioned by all the **directors or officers** whose rights under this section of cover are or may be effected.

Whether or not **we** agree to a request for cancellation or reduction in cover is at **our** complete discretion.

3 Offering

If **you** decide to make a public or private offering of **your** shares or other equity interest during the period of insurance shown in the policy schedule then

- **you** shall provide **us** with
 - any prospectus, and/or
 - any offering statement, and/or
 - any other information **we** may require
- **we** may at our discretion
 - amend the terms, limitations, exclusions and/or conditions of this section of cover, and/or
 - charge an additional premium.

4 Severability

Nothing in the **proposal** or otherwise known or done by any **director or officer** shall be attributed to any other person in determining any right or obligation of the **director or officer** under this section of cover.

In no case shall a **director or officer** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **director or officer**.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form. We have listed these in alphabetical order.

Crisis means

- the allegation of a **wrongful act** committed by the **director or officer** during the period of insurance shown in the policy schedule
- the successful defence of an allegation of a **wrongful act** originally alleged to have been committed by the **director or officer** during the period of insurance shown in the policy schedule

where, in **our** opinion, there is a risk to the livelihood of the **director or officer** as a consequence of adverse press, publicity or media attention.

Director or officer means

- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, member or officer of **yours**.
- any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- any shadow director as defined under United Kingdom law or similar legislation in any other country.
- any **employee** of **yours**.
- the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

Disqualification proceedings means legal action taken against the **director or officer** following which they are liable to be disqualified from continuing to be a **director or officer** of **yours**.

Employee means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**

and who are working for and under **your** direct control in connection with **your business**.

Employment wrongful act means any actual or alleged

- act or omission that results in a dispute in connection with the employment of an **employee** or prospective **employee**, or
- **retaliatory treatment**

committed or allegedly committed by **you**.

Environmental proceedings means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

Excess means the first amount of any claim for which **you** are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Extradition proceedings means proceedings brought against the **director or officer** under

- the Extradition Act 2003, or
- any legislation amending or re-enacting the Act

including any appeal relating to those proceedings.

Injury means

- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death.

Investigation means any

- official investigation

- examination
- inquiry, or
- other proceedings

(other than when arising from **pollution** or alleged **pollution**) by any official body or institution that has the authority or power to investigate **your** affairs and/or the affairs of the **outside company**, arising from **pollution** or alleged **pollution**.

Limit means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

Outside company means

- any company that is not a **subsidiary company**
- any registered charity
- any trade, research, promotional, training or similar organisation existing for non-profit making purposes (whether incorporated or not)
- any profit-sharing or share option committee, sports, social or similar association or organisation (whether incorporated or not) that is established or conducted for the **directors or officers** and their family's or dependent's benefit or the benefit of and **employee** and their families and dependents

but this does not include any company, charity or non-profit making organisation that is domiciled, registered or incorporated in the United States of America.

Public relations response service means public relations specialist services that **we** provide.

Retaliatory treatment means action taken against an **employee** on account of the **employee** exercising or attempting to exercise their rights under law.

Retired director or officer means any natural person who voluntarily ceased to be a **director or officer** during the period of insurance shown in the policy schedule and who does not resume a position of **director or officer**.

Shareholder action means a claim brought by any shareholder or bondholder of the **company** (which is made without any solicitation by, or assistance or participation of, any **director or officer**) due solely to any actual or alleged loss in value of the share capital of the **company**.

Subsidiary company means any company where **you**

- own more than 50% of the share capital
- have a majority of the voting rights
- have the right to appoint or remove a majority of the company's board of directors
- control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a **subsidiary company** cover will continue but only for

- **wrongful acts**
- **disqualification proceedings**
- **investigations**

- **environmental proceedings**
- **extradition proceedings**
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

However, **subsidiary company** shall not include any company acquired or created on or after the inception date of this policy which is domiciled, registered or incorporated in the United States of America unless agreed by **us** in writing.

Wrongful act means any actual or alleged wrongful act, error or omission committed or attempted by a **director or officer** during the performance of their duties as a **director or officer** of **yours** including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a **director or officer** of **yours**
- and, in respect of subsection of cover b (outside board cover) any other act or omission committed by them in their capacity of a **director or officer** of the **outside company**.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

You/your/yours shall mean

- the limited liability partnership or company named as the policyholder in the policy schedule, and
- the **subsidiary company**.

Public relations response service

This is available to all policyholders who have purchased this section of cover. In the event of a claim, this provides access to the specialist public relations organisation, The Counsel House, to help manage certain situations such as:

- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignations of members of your board of directors
- official investigations into your affairs as it is likely that this could attract unwanted media attention.

How to access the public relations response service

Please contact our claims team for details of how to access this service.

Telephone: 0345 355 2227 (available Monday – Friday, 9.00am – 5.00pm)

Email: claimsuk@markelintl.com