

Insured company/companies

means the company or organisation named as the Insured in the schedule and any of their **subsidiaries**

Investigation

means any formal investigation enquiry or request for information of or attendance by the **Insured** initiated by any body (including the Financial Services Authority) other than the **Insured Company** authorised so to compel the **Insured** during the **period of insurance** for the purpose of evaluating the conduct of the **Insured** in such insured capacity including but not limited to proceedings under the Proceeds of Crime Act 2002 and Money Laundering Regulations 2003 or by reference to the Financial Services and Markets Act 2000

Investigation costs and expenses

means **defence costs and expenses** incurred in the context of an **investigation**

Loss

means any damages judgement settlement award **defence costs and expenses** and/or third party legal costs of or awarded by or in relation to any proceedings before any court arbitral or administrative tribunal or any duly authorised regulatory or statutory body which an **Insured** becomes liable to pay as a result of a **claim**

This does not include

- (a) employee remuneration benefits stock or share options or severance payments
- (b) fines penalties and/or punitive aggravated or exemplary damages unless insurable at law

Notified

means that notice is sent in writing by or on behalf of the **Insured** and/or the **Insured Company** and received by **us**

Outside director

means any **Insured** acting in the capacity of a director formally appointed on the written authority and request of the **Insured Company** to the board or equivalent position in any not-for-profit entity other than

- (a) the **Insured Company**
- (b) any entity
 - (i) having its securities listed or traded on any US exchange or
 - (ii) possessing any tangible or intangible asset located within the USA

Period of insurance

means the period stated in the schedule

Pollution and contamination defence costs and expenses

means **defence costs and expenses** incurred in relation to any **wrongful act** involving any pollution seepage discharge dispersal release or escape of any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapours soot dust fibres fungi mould fumes acids alkalis chemicals and waste (including but not limited to material to be recycled reconditioned or reclaimed) or contamination of any kind

Retroactive date

means the retroactive date stated in the schedule

Subsidiary/subsidiaries

means a company in which the **Insured Company**

- (a) owned or owns directly or through one or more of its **subsidiaries** more than 50% of the voting rights or more than 50% of the share capital issued in such entity or
- (b) had or has the right to appoint or remove the majority of such entity's board of directors or
- (c) controlled or controls alone pursuant to a written agreement with other shareholders or members the majority of the voting rights in such entity provided that the **Insured Company** is also a shareholder in it

but only in respect of **wrongful acts** committed in relation to the **subsidiary** while a **subsidiary** of the **Insured Company**

Total gross assets

means the total gross assets of the **Insured Company** and its **subsidiaries** as shown in its audited consolidated group accounts most recently preceding the **period of insurance**

Wrongful act

means any actual or alleged act error omission misstatement misleading statement negligent act negligent error negligent omission or negligent breach of duty committed or attempted by an **Insured** acting in their capacity as a director or officer of the **Insured Company** or any allegation made against the **Insured** by reason of their capacity as a director or officer of the **Insured Company**

Cover

Cover 1 – Legal liability

We will pay on behalf of

- (a) the **Insured** all **loss** that the **Insured** is legally liable to pay
- (b) the **Insured Company** any such **loss** that the **Insured Company** is legally required or permitted to pay the **Insured** as advancement or indemnity under any applicable company law or agreement

for a **claim** against the **Insured** for a **wrongful act** provided that the **claim** is first made against the **Insured** during the **period of insurance** or **discovery period** if applicable

Cover 2 – Costs and expenses

We will pay on behalf of the **Insured**

- (a) **defence costs and expenses** in the defence investigation or settlement of any **claim** which falls to be dealt with under the above Cover 1 paragraph (a)
- (b) **defence costs and expenses** in the investigation of any circumstance(s) **notified to us** under Condition 2 which is (or are) likely to give rise to a **claim**
- (c) **investigation costs and expenses** up to an aggregate inner limit of £1,000,000 or if less the limit of indemnity
- (d) **criminal defence costs and expenses** up to an aggregate inner limit of £1,000,000 or if less the limit of indemnity
- (e) **pollution and contamination defence costs and expenses** up to an aggregate inner limit of £500,000 or if less the limit of indemnity

Limit of indemnity

Unless otherwise stated the limit of indemnity as shown in the schedule for this section of the policy is the maximum amount payable by **us** for the **period of insurance** (including any **discovery period** and run-off period under Extensions 3 and 4) irrespective of the number of **claims** and/or the

number of claimants and/or the number of **Insureds** or **Insured Companies**

All inner limits form part of and where paid erode the limit of indemnity shown in the schedule and are in all respects subject to the terms conditions limits exclusions and other provisions of this section of the policy

Extensions

The insurance by this section is extended to include the following

1 Automatic acquisition cover

Automatic cover is provided for **loss** arising out of any newly created or acquired **subsidiary** including by merger provided that

- (a) the **total gross assets** of the **Insured Company** at the commencement of the **period of insurance** combined with any applicable **discovery period** are not increased by the acquisition or creation of such **subsidiary** or **subsidiaries** by more than 20% and
- (b) any **wrongful act** for which cover is sought takes place while the **subsidiary** is a **subsidiary** of the **Insured Company**

This extension shall not apply to any new **subsidiary**

- (i) having its securities listed or traded on any US exchange or
- (ii) possessing any tangible or intangible asset located within the USA

2 Non-executive directors

We will deem the limit of indemnity to be increased by a further 10% in respect of **defence costs and expenses** incurred by any **Insured** in their capacity as a non-executive director of the **Insured Company** provided that the limit of indemnity under this section of the policy and under any other applicable insurance are exhausted

3 Discovery period

In the event that **we** cancel this section of the policy for any reason other than non-payment of premium or refuse to offer renewal terms (changes in the limit of indemnity premium or any other terms and conditions do not constitute a refusal to offer renewal terms for the purpose of this clause) or **you** elect not to renew with **us we** (**your** request to be received within no more than fourteen days after expiry) offer as an extension of the **period of insurance** a **discovery period** of

- (i) thirty days or
- (ii) up to twelve months at 100% additional premium

for this section for **wrongful acts** committed prior to expiry of the **period of insurance**

The limit of indemnity for the **period of insurance** including the **discovery period** shall remain as set out in the policy and schedule

This **discovery period** shall terminate immediately upon **you** purchasing any other Directors' and Officers' policy cover (irrespective of whether it is equivalent to this policy in scope) and any unearned premium shall be returned as soon as possible

4 Retirement run-off

In the event that this section of the policy is not renewed on expiry with **us** and provided that there is no available indemnity under any other Directors' and Officers' policy this section shall extend to cover any **Insured** who had retired or resigned from the **Insured Company** prior to the date of such expiry in respect of **claims** made against that **Insured** for a further six years immediately following such date

However this extension shall apply only

- (a) in respect of **wrongful acts** committed during the **period of insurance** and
- (b) in respect of **wrongful acts** committed during any previous period of insurance in which **we** insured the **Insured** linked by continuous renewal to this **period of insurance** and
- (c) up to an aggregate inner limit of £100,000 in respect of each director or officer in the **period of insurance** combined with any **discovery period**

5 Outside boards

This cover shall extend to any **wrongful act** committed in the capacity of **outside director** but only in excess of the aggregate of any other potentially applicable cover whether or not it actually responds

6 Emergency costs and expenses

In the event any **Insured** is unable to contact **us** to obtain consent to authorise **defence costs and expenses** following a **claim we** agree to reimburse the **Insured** for emergency **defence costs and expenses** incurred up to an aggregate inner limit of 10% of the limit of indemnity

7 Public relations crisis management

In the event of any incident occurring during the **period of insurance** which results or could result in adverse publicity **we** will pay the reasonable costs necessarily incurred by **you** with **our** prior consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

- (a) the incident in **our** opinion could result in a **claim** under this section of the policy
- (b) **you** take all reasonable measures to avoid or mitigate adverse publicity

Limit

The maximum amount **we** will pay under this extension is £25,000 any one incident and in any one **period of insurance**

Exclusions

We shall not have any liability under this section of the policy for or directly or indirectly arising out of or in any way connected with

- (1) any **claim** or circumstance(s) which may give rise to a liability under this section of the policy and which **claim** or circumstance(s) was (or were) known to the **Insured** or the **Insured Company** prior to the **period of insurance**
- (2) any fact circumstance situation transaction event or **wrongful act** underlying or alleged in

any prior and pending litigation commenced prior to the **retroactive date**

- (3) any purchase exchange or sale of offer to purchase or sell securities of any description by means of a prospectus or private placement on or after the commencement of the **period of insurance**
- (4) bodily injury sickness disease emotional distress (other than emotional distress arising from any libel or slander) mental anguish mental stress or the death of any person except
- (a) where indirectly caused by a **wrongful act**
- (b) in respect of any **wrongful act** related to **employment**
- (c) in respect of **criminal defence costs and expenses** in any criminal proceedings or investigation under Health and Safety legislation including corporate manslaughter or the equivalent in any jurisdiction up to the limit stated
- (5) any damage to or destruction or loss of any property including loss of use except where indirectly caused by a **wrongful act**
- (6) any dishonest fraudulent or criminal act or omission or any wilful breach of any statute rule or law by the **Insured**
- For the purpose of this exclusion no individual **Insured** shall be denied cover unless possessed of actual knowledge of the relevant act or omission at the commencement of the **period of insurance**
- This exclusion shall only apply where there has been a final adjudication by any court tribunal or other similar body or admission by the **Insured** of such conduct
- (7) any personal profit remuneration or advantage gained by the **Insured** to which the **Insured** was not legally entitled according to the judgement of a court a court-approved settlement or by some other final determination
- For the purpose of this exclusion no individual **Insured** shall be denied cover unless possessed of actual knowledge of the relevant act or omission at the commencement of the **period of insurance**
- This exclusion shall only apply where there has been a final adjudication or admission by the **Insured** of such conduct

- (8) any pollution seepage discharge dispersal release or escape of any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapours soot dust fibres fungi mould fumes acids alkalis chemicals and waste (including but not limited to material to be recycled reconditioned or reclaimed) or contamination of any kind
- However this exclusion shall not apply to
- (a) **defence costs and expenses** in relation to any **wrongful act** concerning such matters
- (b) any **claim** against the **Insured** instigated by one or more shareholders of the **Insured Company** in the name of the **Insured Company** without the willing assistance or involvement of the **Insured**
- (9) any **claim** brought by or on behalf of the **Insured Company** or any **Insured** in any jurisdiction within the United States of America or Canada or which directly or indirectly arises out of or is connected with any event occurrence or activity within the United States of America or Canada except that this exclusion shall not apply to
- (a) any **claim** in respect of a wrongful dismissal or employment discrimination brought by an **Insured**
- (b) any **claim** brought or maintained by an **Insured** for contribution or indemnity if the **claim** directly results from another **claim** which would otherwise have been covered by this policy
- (c) any shareholder derivative action brought in the name of the **Insured Company** without the solicitation assistance participation or intervention of any **Insured** or the **Insured Company**
- (d) any **claim** by a legally authorised individual or entity other than the **Insured Company** itself brought in the name of the **Insured Company** without the solicitation assistance participation or intervention of any **Insured** or the **Insured Company**
- (e) any **claim** by a former **Insured**
- (f) any **claim** by the **Insured Company** against the **Insured** where prior to making any such **claim** the **Insured Company** has provided to **us** a written opinion from a Queen's Counsel or Foreign Lawyer of

equivalent standing in the applicable jurisdiction where appropriate confirming a prospect of success of the **claim** of not less than sixty-five percent

The choice of Queen's Counsel or Foreign Lawyer must first be approved by **us** and he or she is to be jointly instructed on behalf of both the **Insured Company** and **us** but at the **Insured Company's** sole expense

The instructions are to be prepared by the **Insured Company's** solicitors and approved by **us** prior to delivery to Counsel such approval to be given promptly and not to be unreasonably withheld

- (10) any retirement pension profit-sharing health welfare or any other **employee** benefit fund trust scheme or plan or related legislation or regulations anywhere in the world
- (11) any matter in respect of which indemnity is provided by any other insurance
- (12) any loss damage cost or expense
 - (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

Conditions

- (1) **Your** application shall operate severally in relation to each **Insured** and no statement information or knowledge on the part of any **Insured** shall be imputed to any other **Insured** for the purposes of determining whether cover is available to that other **Insured**
- (2) As a **condition precedent to liability** under this section of the policy **we** must be **notified** during the **period of insurance** in writing to **our** Head Office address within thirty days
 - (a) of any **claim**
 - (b) regardless of any previous notice of receipt of any claim form particulars of claim arbitration notice or any other formal document commencing legal proceedings copies of all such documents being provided with such notification
 - (c) of any circumstance(s) of which the **Insured** or **Insured Company** shall become aware which is or are likely to give rise to a **claim**
 - (d) of any circumstance(s) of which the **Insured** or **Insured Company** shall become aware which is (or are) likely to give rise to an entitlement to be indemnified under this section of the policy

In the event that **we** are **notified** during the **period of insurance** of any circumstance(s) which in **our** reasonable opinion is (or are) likely to give rise to a **claim** then any subsequent **claim** which arises directly from the circumstance(s) so **notified** shall be deemed to have been made during the **period of insurance**
- (3) As a **condition precedent to liability** under this section of the policy
 - (a) the **Insured** and/or the **Insured Company** shall not without **our** prior written approval admit liability for compromise settle or make any offer or payment in respect of any **claim** or any circumstance(s) likely to give rise to a **claim** or any circumstance(s) where the **Insured** and/or the **Insured Company** has requested indemnity under this section of the policy
 - (b) the **Insured** and/or the **Insured Company** must provide such co-operation and assistance as **we** and **our** representatives legal advisors and agents may reasonably require
 - (c) the **Insured** and/or the **Insured Company** or anyone acting on their behalf shall ensure that all documents relevant to any **claim** or any circumstances likely to give rise to a **claim** shall not be intentionally destroyed or otherwise intentionally disposed of
- (4) **We** shall be entitled but not obliged to take over the investigation defence and settlement of any **claim** and any circumstance(s) likely to give rise to a **claim** and any circumstance(s) where the

Insured has requested indemnity under this section of the policy including as to the choice and appointment of legal representation

We shall have full discretion in handling thereof (notwithstanding that a dispute may have arisen between **us** the **Insured** and/or the **Insured Company**) provided always that the **Insured** and/or the **Insured Company** shall not be obliged to defend any legal proceedings unless a Queen's Counsel (to be mutually agreed upon between the **Insured** and/or the **Insured Company** and **us**) shall advise that such proceedings can be contested with a reasonable prospect of success

- (5) **We** shall not exercise any rights of subrogation against any **employee** or former **employee** of the **Insured Company** unless the **loss** in respect of which payment is made under this section of the policy is caused or contributed to by a fraudulent dishonest or malicious act or omission by the **employee** or former **employee**
- (6) **We** shall pay **defence costs and expenses** incurred with **our** prior written consent such consent not to be unreasonably withheld However in the event and to the extent that it is finally determined that the **Insured** is not entitled to such payments under this section of the policy the sums advanced shall be repaid to **us** upon demand or the limit of indemnity reduced by the amount of such uninsured advance payment
- (7) In the event of any **loss** being partially covered and/or any **claim** against an **Insured** being also made against the **Insured Company** and/or one or more persons who are not insured then **we** and the **Insured** and the **Insured Company** shall use our best endeavours fairly and reasonably to agree such an allocation of **loss** to the policy as may be appropriate and proportional to the aggregate of insured and uninsured loss damages and legal and other costs
- (8) If during the **period of insurance** the **Insured Company** merges with or consolidates into another entity or any person or entity acquires 50% or more of its issued share capital
- (a) the **Insured Company** shall within thirty days give written notice to **us** of such merger consolidation or acquisition and

- (b) cover shall thereafter apply only to **wrongful acts** committed prior to the effective date of such merger consolidation or acquisition
- (c) the **Insured Company** may cancel the remainder of this section of the policy on behalf of the **Insured Company** and all **Insureds** by sending written notice to **us** stating the date from which the cancellation is to take effect

12 Charity trustee insurance

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy)

Cover is on a 'claims made' basis, which means it covers claims made against you – and notified to us – during the period of insurance. It is therefore most important that as soon as you become aware of any claim being made against you, or any circumstances that might reasonably be expected to bring about a claim, you notify us in writing.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Charity

means the **Insured** and any other charity which is named or identified in the schedule or application

Computer

means

- (a) any computer or other electronic data processing device equipment or system
- (b) any hardware software program instruction data or component utilised or intended to be utilised in or by anything in (a) above
- (c) any actual or intended function of or process performed by anything in (a) or (b) above

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Document

means any deed will certificate plan book letter agreement or document of any type (other than any bearer bond coupon bank or currency note or other negotiable instrument) produced in any

- (a) printed or written format

or

- (b) electronic format and of which a back-up copy has been made within seven days of its production and securely retained

which relates to the **charity or related body**

Employee

means anyone employed by the **charity related body or trustee** under a contract of service or apprenticeship or directly engaged by the **charity or related body** without payment to carry out at any time

- (a) on behalf of the **trustee** any duty concerning the **charity or related body** or
- (b) any other managerial or supervisory duty concerning the **charity or related body** or
- (c) any other work wholly or mainly for the charitable purposes of the **charity**

Environmental defence costs

means legal costs charges and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the **period of insurance** in respect of any actual alleged or threatened seepage pollution or contamination of any kind

Insured

means the charity first named or identified as the Insured in the schedule

Investigation costs

means legal costs charges and expenses reasonably incurred in obtaining advice and representation concerning any proceedings which are initiated during the **period of insurance** by any government department or agency to investigate or examine the affairs of the **charity or related body**

Loss

means

- (a) damages and costs which are payable to another person as a result of a claim made by that person during the **period of insurance**
- (b) legal costs charges and expenses reasonably incurred in defending or appealing the claim described in (a) above or other legal proceedings initiated during the **period of insurance**

Period of insurance

means the period of insurance stated in the schedule

Related body

means any trust (other than a pension or retirement fund trust) or incorporated or unincorporated company or association which

- (a) exists wholly or mainly for the charitable purposes of the **charity** or
- (b) is a trustee director officer or member of the management committee of the **charity** or any body within (a) above

Trustee

means anyone who is at any time a trustee director officer or member of the management committee of the **charity** or the **related body** and who is not

- (a) a trust corporation or
- (b) the receiver administrator administrative receiver liquidator or external auditor of that **charity** or **related body**

Virus or similar mechanism

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to Trojan horses worms and logic bombs

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted on or after the appropriate Wrongful Act Date (if any) stated in the schedule

You/your

means anyone who is entitled to make a claim for indemnity under this section

Cover

If **you** make a valid claim under Cover paragraphs (a) or (b) below **we** will provide the indemnity described in that paragraph by making a payment in the manner described in Cover paragraph (c)
Payment below

If **you** have met (or will be meeting) the liability and/or cost for which **you** have made **your** claim **you** will be reimbursed by **our** corresponding payment to **you**

(a) Trustee liability

We will indemnify

- (i) the legal liability of the **trustee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** as **trustee** when carrying out any duty as **trustee**
- (ii) the legal liability of the **employee** for **loss** or **environmental defence costs** which results from his or her **wrongful act** when acting on behalf of the **trustee** when carrying out any duty of the **trustee**
- (iii) the legal liability of the **trustee** or **employee** for **investigation costs**

(b) Loss of documents

We will indemnify

- (i) the legal liability of the **charity related body** or **trustee** for **loss** which results from **damage** to the **document** provided that this **damage**
 - (a) occurs while that **document** is held by or is being sent to or from any of them their agent or the **employee** and
 - (b) is discovered during the **period of insurance**
- (ii) any reasonable cost incurred by that **charity related body** or **trustee** in restoring or replacing that **document**

(c) Payment

- (i) If **you** are the **charity** or **related body** and **you** are required by law to indemnify the **trustee** or **employee** or another person for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph (a) or (b) above **we** will make on **your** behalf the payment as required by law

- (ii) If **you** are the **charity** or **related body** and **you** are permitted by law to indemnify the **trustee** or **employee** for any legal liability of that **trustee** or **employee** which **we** cover under Cover paragraph (a) or (b) above **we** will make on **your** behalf the payment **you** are permitted to make
- (iii) If **you** are the **trustee** or **employee** and **you** are required by law to indemnify another person for any legal liability **you** have which **we** cover under Cover paragraph (a) or (b) above **we** will make on **your** behalf the payment as required by law
- (iv) If none of (i) (ii) or (iii) above applies to **you we** will make the appropriate payment direct to **you** for what **we** cover under Cover paragraph (a) or (b) above

Exclusions

No indemnity will be provided in respect of

- 1 any claim resulting from a situation which existed prior to the **period of insurance** and which **you** or the **charity related body** or **trustee** knew or should have known might result in any type of claim for indemnity hereunder
- 2 any claim where **you** are entitled to indemnity from any other source or would be entitled but for this insurance
- 3 the **trustee's** or **employee's**
 - (i) liability to the **charity** or **related body**
 - (ii) costs in any proceedings in which either that **trustee** or **employee** is convicted of a criminal offence or such a conviction is upheld on appeal resulting from the conduct as **trustee** of that **trustee** or **employee** who either knew or must be assumed to have known that such conduct was not in the best interests of the **charity** or did not care whether or not this was so
- 4 **your** claim arising from something **you** actually or allegedly did which was intended to provide improper financial gain for anyone or was malicious unless legal proceedings are brought against **you** but are dismissed successfully defended or find that **you** did neither of these things
- 5 any fine penalty or exemplary or punitive damages other than exemplary damages awarded in an action for libel or slander
- 6 any claim for which legal action is brought outside the European Union Channel Islands or Isle of Man
- 7 any actual or alleged legal liability for
 - (a) **damage** to or loss of use of any property (other than the **document**) or
 - (b) infringement of any intellectual property rights or
 - (c) anyone's death bodily injury mental anguish or emotional distress or
 - (d) breach of any duty owed to anyone in providing any professional service
- 8 any actual or alleged legal liability
 - (i) for seepage pollution or contamination of any kind other than to the extent of the **environmental defence costs** or
 - (ii) arising directly or indirectly from
 - (a) exposure to or
 - (b) inhalation of or
 - (c) fears of the consequence of exposure to or inhalation of or
 - (d) damage to property or any other loss arising from **asbestos** or
 - (iii) for the costs of cleaning up or removal of **asbestos**
- 9 **your** claim under Cover paragraph (b) Loss of documents to the extent of the cost of rectifying or repairing or replacing the **computer** following its **damage** as a direct result of any part of it being
 - (i) defective or
 - (ii) the subject of any unauthorised access or use or
 - (iii) affected by any magnetic field or **virus** or **similar mechanism** or **denial of service attack**
- 10 **your** claim arising from **your** failure to arrange or maintain insurance for the **charity related body** or **trustee**
- 11 **your** claim arising from any
 - (i) personal guarantee or assurance **you** give to anyone (other than **your** assurance that **you** have authority to do something)

- (ii) agreement that **you** shall pay any penalty or fixed sum of money to anyone unless **you** would still be legally liable even if that guarantee assurance or agreement did not exist
- 12 any claim resulting directly or indirectly from **you** acting in the capacity as trustee or administrator of any pension or retirement fund or scheme
- 13 any claim arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **charity** by or with any other entity
- 14 any loss damage cost or expense
 - (a) directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (b) of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**
- 15 any actual or alleged liability for **loss** directly resulting from anything manufactured sold or supplied by the **charity related body** or **trustee** or
- 16 any actual or alleged liability for **loss** relating to any claim for unfair or wrongful dismissal or any other employment dispute

Limits and Excesses

- (a) If a particular **wrongful act** or other event results in more than one claim by **you** under this section **we** will treat all the claims concerned as if they were a single claim made at the time of the earliest of the corresponding
 - (i) claims made against **you** which result in **loss** or
 - (ii) proceedings which are initiated against **you** which result in **investigation costs** or **environmental defence costs** or
 - (iii) losses (other than **loss investigation costs** or **environmental defence costs**) which **you** discover **you** have suffered
- (b) Unless (c) below applies **we** will deduct from what **we** pay **you** for each single claim the amount stated in the schedule as being the **excess** applicable to the particular Cover under which **you** make the claim

However if that single claim involves more than one Cover and more than one **excess** applies **we** will only deduct the largest **excess** from the total **we** pay **you**

You must bear the amount of every **excess** which **we** deduct
- (c) If upon conclusion of all legal proceedings (including all appeal proceedings) relating to **your** single claim **you** are neither found to have any legal liability to pay any damages to anyone nor convicted of any offence for which **you** have been tried **we** will not deduct any **excess** from what **we** pay **you** for that single claim
- (d) After the deduction of any **excess** that applies the most **we** will pay **you** for the total of all **your** claims in the **period of insurance**
 - (i) for **environmental defence costs** is £100,000
 - (ii) under Cover paragraph (b) Loss of documents is £50,000
 - (iii) under this section is the amount stated in the schedule as the Limit of indemnity

Conditions

- (a) Notification of claims

It is a **condition precedent to liability** that **you**

 - (i) give **us** written notice of every
 - (a) situation **you** become aware of during the **period of insurance** which might reasonably result in any claim under this section
 - (b) loss **you** discover or claim made against **you** during the **period of insurance** for which there may be cover under this section

as soon as possible and always within one month of **you** becoming aware of it
 If anything **you** notify under (i) (a) above does result in a claim under this section that claim will be treated as having resulted from a claim made or legal proceedings initiated against **you** within the **period of insurance**

- (ii) send **us** immediately and unanswered every letter claim form summons or similar document concerning **your** claim which **you** receive
 - (iii) give **us** as soon as possible all the information documents and assistance **we** need to deal with everything **you** notify under (a) above and **your** claim
 - (iv) do not make any admission of liability or any offer promise or payment of indemnity to anyone without **our** consent
- (b) Conduct and settlement of claim
- (i) **You** shall not have to carry on any legal proceedings or settle any claim unless counsel (whom **you** and **we** agree to appoint) considers this is in **your** best interests
 - (ii) **We** will be entitled at any time to take over and conduct in **your** name the defence or settlement of any claim or the pursuit for **our** benefit of any claim **you** may have against someone else
 If **we** do this **you** must give **us** any information or assistance **we** reasonably need to carry on legal proceedings or settle claims which **we** will do in the way **we** think best
- (c) Personal cover
- (i) **We** will treat
 - (a) the application for this insurance as a separate application for cover by each of **you**
 - (b) each claim made against **you** and each loss suffered by **you** as personal to **you**
 - (c) each claim **you** make for indemnity as personal to **you**
 and the right of each of **you** to indemnity shall not be affected by the situation or conduct of anyone else

- (ii) **Our** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this section shall be the liability so specified in this section as applicable to any one such contract and shall not (except as so specified) be varied or deemed varied because of the number or type of individuals or bodies insured by this section or their claims
 - (iii) If **your** legal liability for any **loss investigation costs** or **environmental defence costs** is by operation of law imputed or transferred to **your** lawful spouse or any person deriving similar status in law **we** will provide to that person the personal indemnity to which **you** would be otherwise entitled under this section in respect of that liability
 - (iv) If **you** die or become insolvent or mentally incapacitated **we** will provide to **your** estate heirs legal representatives or assigns the personal indemnity to which **you** are entitled under this section
 - (v) If **your** lawful spouse or any person deriving similar status in law is entitled to any indemnity under (iii) above and dies or becomes insolvent or mentally incapacitated **we** will provide to that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled
- (d) Notices
- (i) **You** must send notices to **us** at the address stated in the schedule or any other address **we** have given **you** for that purpose
 - (ii) **We** will send notices to **you** at the latest address **you** have given **us** or (if **we** do not have this address) at the latest address **we** have for the **Insured**

13 Medical malpractice

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy)

This insurance covers only those losses which either arise from claims made during the period of insurance against those insured or are discovered and reported during the period of insurance by those insured. Therefore it is most important that you notify us as soon as you become aware of any claim being made against you or any circumstances that might reasonably be expected to bring about a claim.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury death disease illness or mental injury

Claim(s)

means any event or series of events arising from one originating cause and for which the **Insured** is required to give notice to **us** in accordance with Condition 1 of this section

Defence costs

means all costs fees and expenses (including representation at Coroners Inquest) incurred in the defence or settlement of any **claim**

Good Samaritan act(s)

means treatment administered at the scene of a medical emergency accident or disaster by the **Insured** who is present either by chance or in response to a S.O.S. call following a disaster

Insured/you/your

means

- (1) the individual partnership corporation institution or such other entity named as the Insured in the schedule which has legal capacity
- (2) any person who is has been or may become during the **period of insurance** a principal partner director a member of any ethics committee employee or volunteer of the Insured but only in respect of **claims** arising from work undertaken on behalf of the Insured
- (3) the personal representatives of the estate of any person who would otherwise be indemnified under this section of the policy

Malpractice

means negligent act error or omission committed by **you** in or about the conduct of **your business** or in connection with **Good Samaritan acts**

Patient

means any person to whom the **Insured** provides or has provided any service or treatment in the course of its **business** or by virtue of a **Good Samaritan act**

Period of insurance

means the period stated in the schedule

Products

means any solid liquid or gaseous substance or component part thereof

Retroactive date

means the retroactive date stated in the schedule

Cover

We will indemnify **you** for **claims** made against **you** during the **period of insurance** against all sums which **you** shall become legally liable to pay as damages in accordance with the law of any country (but not in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part) arising out of any **bodily injury** of any **patient** caused by **malpractice**

We will also pay all **defence costs** incurred with **our** consent (such consent not being unreasonably withheld) in connection with any **claim** which falls within this section of the policy

Provided that

- 1 the total amount payable in respect of damages and **defence costs** shall not exceed the limit of indemnity as stated in the schedule
- 2 such **malpractice** results in a **claim** being first made against **you** during the **period of insurance** as stated in the schedule and of which notice has been given in accordance with Condition 1 of this section
- 3 there shall be no indemnity for any **claim** made against **you** for **malpractice** committed prior to the **retroactive date**

Extensions

The insurance by this section is extended to include the following

1 Loss of documents

Definition specific to this extension

Documents

means deeds wills maps plans records books letters certificates forms and documents of any nature whether written printed or reproduced by any other method (other than bearer bonds coupons tickets bank notes currency notes negotiable instruments computer systems' records and in respect of (1) below medical records)

If during the **period of insurance you** shall discover that any **documents** the property of or entrusted to the **Insured** and which should be in the custody of the **Insured** have been destroyed irrecoverably damaged lost or stolen and after diligent search cannot be found **we** will indemnify **you**

- (1) for all sums which **you** will become legally liable to pay as damages in consequence of such **documents** having been so destroyed irrecoverably damaged lost or stolen and
- (2) for reasonable and necessary costs and expenses incurred by **you** in replacing or restoring such **documents**

The limit of indemnity under this extension is £50,000 any one **claim** and in the aggregate including costs and expenses during the **period of insurance** and shall be part of and not additional to the Medical malpractice limit of indemnity stated in the schedule

We shall not be liable for

- (i) any **claim** arising out of any infringement of the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act
- (ii) any **claim** arising from breach of confidentiality

2 Breach of confidentiality

Cover is extended to indemnify the **Insured** for **claims** made against the **Insured** during the **period of insurance** arising from any breach of professional confidentiality in or about the conduct of the **business**

We shall not be liable for

- (i) any **claims** arising from libel or slander
- (ii) any **claims** arising from the loss of any documents the property of or entrusted to the **Insured** or the costs and expenses incurred by the **Insured** in replacing or restoring such documents
- (iii) any **claims** arising from any infringement of the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

The limit of indemnity under this extension is £50,000 any one **claim** and in the aggregate including costs and expenses during the **period of insurance** and shall be part of and not additional to the Medical malpractice limit of indemnity stated in the schedule

Exclusions

We shall not be liable for

- (1) any **claim** arising out of any **malpractice** occurring prior to the inception date of this section of the policy if the **Insured** on such date knew or could have reasonably foreseen that such **malpractice** might be expected to be the basis of a **claim**

- (2) any **claim** arising from any circumstance or occurrence which has been notified to any Medical Defence Organisation and/or Insurers prior to inception of this section of the policy
- (3) any **claim** which is the subject of insurance indemnity or assistance provided by any Medical Defence Organisation
This policy shall not be drawn into contribution thereto
- (4) any **claim** where **you** are entitled to indemnity from any other source or would be entitled but for this cover
- (5) any **claim** made upon **you** for work carried out by **you** (for and in the name of any other company or association formed of which the **Insured** forms part for the purpose of undertaking any joint venture) unless **our** agreement has been obtained and the inclusion of such work endorsed upon this policy with the acceptance of such other terms and conditions as may be imposed
- (6) any **claim** arising out of a specific liability assumed by **you** under contract (which goes beyond the duty to use such skill and care as is usual in the exercise of **your business**) unless **our** prior agreement has been obtained and such specific liability is endorsed upon the policy with the acceptance of such other terms and conditions as may be imposed
- (7) any **claim** arising out of the manufacture of any **products** or the construction alteration repackaging repair servicing or treating of any **products** sold supplied or distributed by **you** or any **claim** arising out of the failure of any **product** to fulfil the purpose for which it was designed or to perform as specified warranted or guaranteed
- (8) any claim made against any director or officer of the **Insured** arising from any unlawful or negligent act error or omission actual or alleged breach of trust breach of warranty of authority or breach of duty committed or attempted by such director or officer where such **claim** is made solely by reason of their holding the position of director or officer and having acted in that capacity
This exclusion also applies in respect of employees where acting in the capacity of a director or officer
- (9) any **claim** by any person for bodily injury mental injury disease or death incurred contracted or occurring while under a contract of service or apprenticeship with **you** or for any breach of any obligation owed by **you** as an employer to any employee or any **claim** in respect of which compensation is available under any Workers' Compensation Scheme and or similar legislation
However this exclusion shall not apply to any **claim** arising out of any bodily injury mental injury or death of an employee which is caused by any negligent act error or omission of the **Insured** where the employee is a **patient** of the **Insured**
- (10) any **claim** directly or indirectly caused by or contributed to by
- any act in violation of any law or ordinance
 - any dishonest fraudulent or criminal act of the **Insured**
 - the performance of the activities of the **Insured** whilst under the influence of intoxicants or narcotics
- (11) any **claim** arising from
- personal injury or bodily injury or loss of or damage to or loss of the use of property directly or indirectly caused by seepage subsidence pollution or contamination
 - the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances
- (12) any fines penalties punitive or exemplary damages
- (13) any **claim** arising from actual or attempted sexual relations sexual contact or intimacy sexual harassment or sexual exploitation whether under the guise of treatment or not or in the course of treatment or not

Conditions

It is a **condition precedent to liability** under this section that

- you** shall give immediate notice in writing to **us** of
 - every letter of claim writ summons or process for **malpractice** or alleged **malpractice** against **you** or

(b) the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice** or

(c) any conduct or circumstance which is likely to give rise to a **claim** for **malpractice** being made against **you**

If **you** give notice as required by (b) or (c) any **claim** subsequently made against **you** shall be deemed to have been made during the **period of insurance**

- (2) **you** shall at all times afford such information to and co-operation with **us** to allow **us** to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice
- (3) **you** shall at all times
- (a) maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by **us** insofar as they pertain to any **claim** under this section and
 - (b) retain the records referred to in (3) (a) above for a period of at least 10 years from the date of treatment and in the case of a minor for a period of at least 10 years after that minor attains majority
- (4) any tool or implement used or intended for use in the performance of **your** professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be
- (a) handled used and stored in accordance with the manufacturers' instructions and
 - (b) where approved by the manufacturers and by the Department of Health or equivalent to be used more than once sterilised prior to such use
 - (i) using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions recommendations or guidelines of such manufacturer
 - (ii) in accordance with Department of Health guidelines or equivalent

14 Terrorism

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

means acts of persons acting on behalf of or in connection with any 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 de jure or de facto

Business interruption

means loss arising from interruption or interference with the **business** carried on by **you** at the **premises** as a result of damage to or destruction of **property insured** used by **you** at the **premises** for the purpose of the **business**

Computer systems

means a computer or other equipment or component or system or item which processes stores transmits or receives **data**

Data

means data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of service attack

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or **Computer systems**

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

Event

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**

The date and time that any such period of 72 hours shall commence shall be set by **us**

Hacking

means unauthorised access to any **computer system** whether **your** property or not

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of **property insured** in the **territorial limits** the proximate cause of which is an **act of terrorism**

Nuclear installation

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear reactor

means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Phishing

means any access or attempted access to **data** made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
 - a. a private dwelling house or
 - b. self-contained unit insured as part of a block of units i.e. a block of flats
 unless such property
 - i. is not insured in the name of a private individual
 - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
 - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such building
2. property including fine art collections which are the subject of
 - a. a trust of any kind or
 - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property insured

means **property** which is insured under other sections of this policy

Sole trader

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from **property insured**

Territorial limits

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

Virus or similar mechanism

means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **computer systems data** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

Cover

We will pay **you** for

1. damage to or the destruction of **property**
2. **business interruption** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property**

as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**

Provided always that the insurance by this section is

1. not subject to
 - a. any of the General exclusions of this policy
 - b. any long term agreement or undertaking which may otherwise apply
 - c. any terms in this policy which provide for adjustments of premium
2. subject
 - a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
 - b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy
Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
 - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
 - ii. the renewal premium due in respect of this section has been received by **us**

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **we** will pay for any one **event** is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
 - a. marine aviation and transit policies
 - b. motor insurance policies
 - c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a. damage to or the destruction of any **computer system** or
 - b. any alteration modification distortion erasure corruption of **data**

whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension

- a. any money (including money as defined in any Money (or Money with assault) section of this policy) currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or anything other financial instrument of any sort whatever and
- b. any **data**

Specific events

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion **3.** will not apply to **losses** provided that such **losses**

- 1. result directly (or solely as regards **3. c.** below indirectly) from **specific events** and
- 2. are not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
- 3. comprises
 - a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
 - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected or

- c. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph **1.** above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs **1.** and **3.** above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **data** be recoverable under this Terrorism section

Condition

If **we** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon us to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000, Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: complaints@ecclesiastical.com

For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited
DAS House,
Quay Side, Temple Back,
Bristol BS1 6NH.

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

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

Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses.

Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

Notes

Notes

For further information on any of our products, please speak to your insurance broker.

Or visit us at

www.ecclesiastical.com

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

