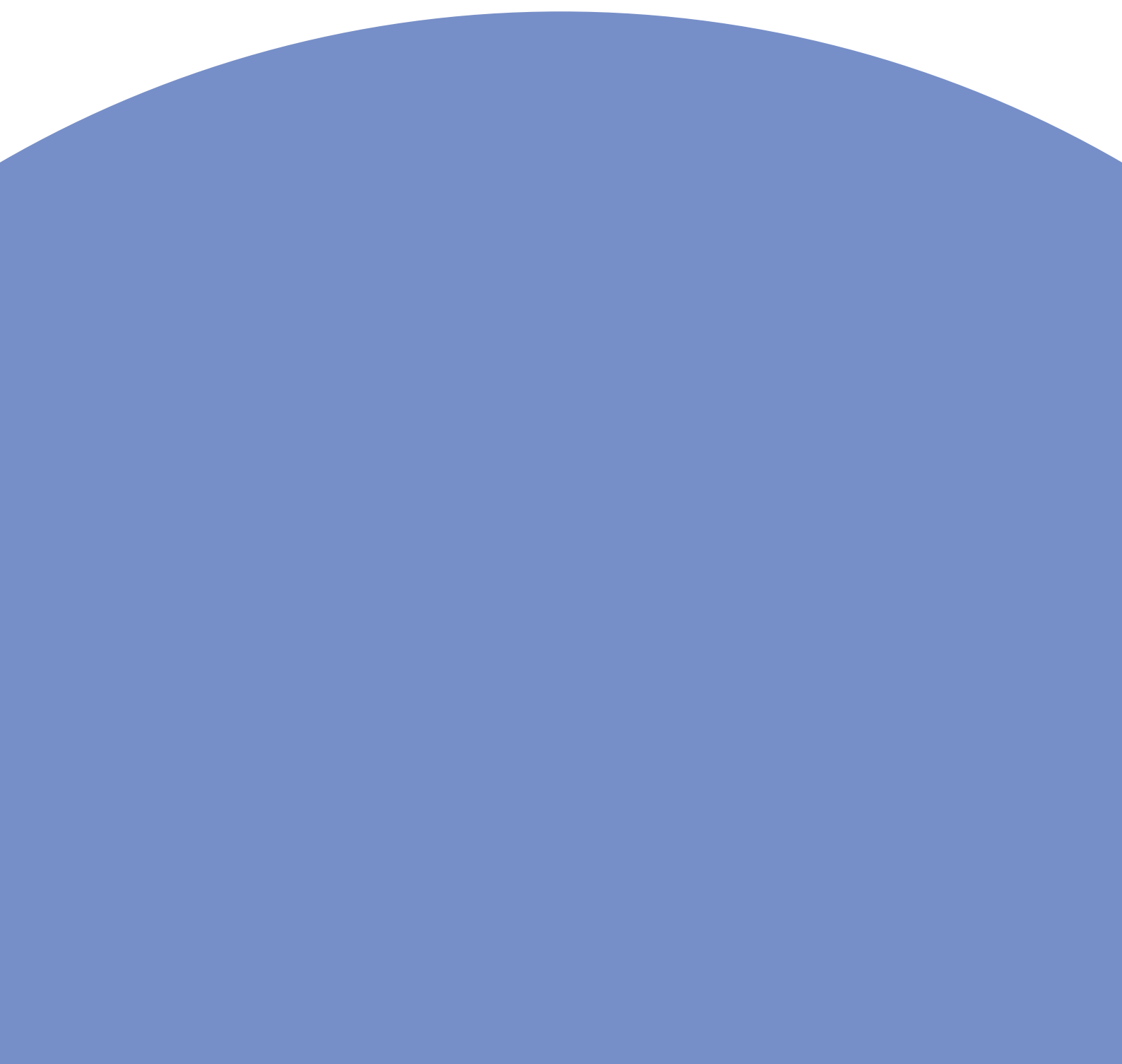


Excess Directors' and Officers' Liability

Policy document



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A warm welcome to Zurich

Thank **you** for taking out **your** Excess Directors' and Officers' Liability Insurance policy with **us** – and welcome to Zurich.

As one of the largest general insurers in the UK, **we** have a wealth of expertise and experience backed up by the global strength of the Zurich Financial Services Group. Zurich is renowned for innovation and customer dedication – **our** experts are constantly reviewing how **we** can update and improve **our** products and services for **you**.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

www.zurich.co.uk

Excess Directors' and Officers' Liability policy

The policy, schedule and any endorsements should be read as if they were one document. This policy sets out the terms of a contract between **you**, the **insured persons** and **us** and is based on the **application**, and **supplementary information** and payment of the premium. Zurich Insurance Ireland Limited (hereinafter called the **insurer**) agrees to provide the insurance described in this policy during the period stated in the schedule or any subsequent period stated in the schedule subject to the terms and conditions specified hereinafter.

Law Applicable to the contract

UK law allows both **you** and **us** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to **your** address as shown in the schedule. If there is any dispute as to which law applies it shall be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance Ireland Limited, UK Branch.

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet **your** needs return them to **us** or **your** broker or agent.

How we will use your data

Zurich Insurance Ireland Limited, UK Branch holds data in accordance with the Data Protection Act 1998. It may be necessary for **us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, **we** may share information **you** give **us** with other organisations and public bodies, including the Police, accessing and updating various databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **we** access or contribute to, on request.

Section 1

Agreement with underlying policies

Other than in respect of

- 1.1 the premium
- 1.2 the limits of liability
- 1.3 Sections 2 to 10 and any Endorsements hereto.

This policy is subject to the same terms conditions limitations exclusions and all other provisions as the **primary policy**, and to all terms conditions limitations exclusions and provisions in any other of the **underlying policies**. No change in the **primary policy** or **underlying policies** shall be binding upon **us** unless specially endorsed hereon.

Section 2

Definitions

Certain words in this policy have special meanings. These meanings are given below or defined at the appropriate place in this policy. To help you identify these words in this policy we have printed them in **semi-bold**. The headings to the paragraph in this policy are for convenience only and do not have any special meaning.

For the purpose of this policy

- 2.1 **Application** shall mean any information and/or statements or materials supplied to **us** by **you**
- 2.2 **Supplementary information** shall mean any information from whatever source, which we may at our discretion, decide to procure for the purpose of considering the **application**
- 2.3 **Primary policy** shall mean the policy identified by Item 6 of the schedule
- 2.4 **Underlying policies** shall mean the **primary policy** and any policies identified by Item 7 of the schedule
- 2.5 **Underlying limit of liability** shall mean the combined limits of liability provided by the **underlying policies** identified by Items 6 and 7 of the schedule
- 2.6 **We, us** or **our** shall mean Zurich Insurance Ireland Limited or pertaining to Zurich Insurance Ireland Limited
- 2.7 **You, your** shall mean the legal entity designated in the schedule or pertaining to the legal entity designated in the schedule.

Section 3

Maintenance of underlying policies

It is a condition precedent to the coverage afforded under this policy that **you** maintain in force the **underlying policies** in all respects as stated in Items 6 and 7 of the schedule subject only to reduction or exhaustion as a result of loss payments. This policy will not provide indemnity for any loss not covered by the **underlying policies** except and to the extent that such loss is not paid under the **underlying policies** solely by reason of the reduction or exhaustion of the **underlying limits of liability** as a result of payments of loss thereunder. In the event that the insurer of one or more of the **underlying policies** fails to pay loss in connection with any claim as a result of the insolvency, bankruptcy or liquidation of the said insurer then those insured hereunder shall be deemed to be self-insured for the amount of the limit of liability of the said insurer which is not paid as a result of such insolvency, bankruptcy or liquidation.

Section 4

Limit of liability

- 4.1 **We** will pay any loss in excess of the **underlying limit of liability** and the deductible or retention under the **primary policy** which is applicable to such loss up to the Limit of Liability under Item 5 in the schedule in respect of each claim admitted under the **underlying policies**. The amount shown under Item 5 shall however be the maximum aggregate Limit of Liability of **us** for losses resulting from all payments made under this policy during the Period of Insurance
- 4.2 **We** shall be liable under this policy only after the insurers of the **underlying policies** have paid or been held liable to pay the **underlying limit of liability** in full
- 4.3 Subject to 4.1 in the event of the reduction or exhaustion of the **underlying limit of liability** by reason of payment of loss this policy will
- (i) in the event of reduction pay in excess of the reduced limits
- and
- (ii) in the event of exhaustion continue in force as a primary insurance subject to the other terms of this policy and to the terms of any other of the **underlying policies** and in excess of the deductible or retention applicable to the **primary policy** as shown in Item 6.4 of the schedule which will operate exactly as specified in the **primary policy**.

Section 5

Claim notification

You as a condition precedent to payment under this policy shall provide written notice to **us** as soon as reasonably practicable of:

- 5.1 any claim made against a director or officer
- 5.2 notice from any person or entity of an intention to make such a claim
- 5.3 circumstances of which **you** become aware which could reasonably give rise to a claim at a later date.

The date of notification to **you** will be deemed to be the date upon which the resultant claim is first made.

Written notice shall include but not be limited to a description of the claim circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which **you** or director or officer as the case may be first became aware of the claim.

Section 6

Prior and pending litigation

We shall not be liable under this policy to make any payment in respect of any claim arising from, based upon, attributable to or as a consequence of any litigation initiated prior to or pending at the date specified in Item 8 of the schedule or alleging or deriving from the same or essentially the same facts as alleged in such prior or pending litigation.

Section 7

Arbitration clause

All disputes and differences arising under or in connection with this contract must be referred to arbitration under ARIAS Arbitration Rules. The Arbitration Tribunal will consist of three arbitrators, one to be appointed by the claimant, one to be appointed by the respondent and third to be appointed by the two appointed arbitrators.

The third member of the Tribunal must be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal will be constituted upon the appointment of the third arbitrator

The arbitrators must be people (including those who have retired) with not less than ten years experience of insurance or reinsurance within the insurance industry or as lawyers or other professional advisers servicing the insurance industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy.

At any time before their appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal has sole discretion to make such orders and directions that it considers necessary for the final determination of the matters in dispute. The Tribunal has the widest discretion permitted under the law governing arbitration when making such orders or directions.

Section 8

Contracts (Rights of Third Parties) Act 1999

A person or company (including an insured person) who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Section 9

Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method the policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the policy will be cancelled immediately.

Section 10

Contractual right of renewal (tacit)

If **you** pay the premium to **us** using our Direct Debit instalment scheme, **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, provided **you** tell **us** (or **your** insurance intermediary) before the next renewal date, **we** will not renew it.

Complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If you are unsure whether the FOS will look at your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.
Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.
UK Branch registered in England and Wales Registration No. BR7985.
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley,
Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request.

FSA registration number 203093. These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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