

Fleet and Small Fleet endorsement

Corporate Manslaughter and Corporate Homicide Act 2007



Section 1 – Legal Costs

It is agreed that sub-section 5 to section 1 is cancelled and replaced by:

- 5 In respect of any event which may be the subject of indemnity under this section we will also pay:
- a) solicitors fees for representation at any Court of summary jurisdiction or at any Coroners Inquest or Fatal Inquiry
 - b) the cost of legal services arranged by us for defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs (or any equivalent charge in a country specified in sub-section 1 of section 5)
 - c) legal costs and expenses incurred with our prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to be committed during the Period of Insurance in the course of the business

Provided always that:

- i) our liability under this clause shall not exceed £5million in any one period of insurance
- ii) this clause shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- iii) we must consent in writing to the appointment of any solicitor or counsel who are to act for and on your behalf
- iv) you shall give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this clause
- v) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- vi) we shall be under no liability:
 - 1) where you have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - 2) in respect of fines or penalties of any kind
 - 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- d) all other costs and expenses incurred with our written consent.

Otherwise the remainder of the policy applies.

Zurich Insurance plc

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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.

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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