

Please read the schedule to see if this section applies.

The General terms and conditions and the following terms and conditions all apply to this section.

---

## Special definitions for this section

<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an <b>insured person</b> during the <b>period of insurance</b> seeking monetary damages or other legal relief or penalty alleging a <b>wrongful act</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any <b>claim</b> made against an <b>insured person</b> or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any <b>claim</b> .
<b>Employee</b>	<ol style="list-style-type: none"><li>1. Any person under a contract of service with <b>you</b>.</li><li>2. Any independent person seconded to <b>you</b>.</li></ol>
<b>Employment claim</b>	Any <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or any other <b>claim</b> arising solely as a result of the employment by <b>you</b> of any current, former or prospective <b>employee</b> .
<b>Health and safety/ manslaughter claim</b>	Any <b>claim</b> against any <b>insured person</b> alleging involuntary, constructive or gross negligence manslaughter or any <b>claim</b> under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
<b>Insured person</b>	<ol style="list-style-type: none"><li>1. Any natural person who was, is, or during the <b>period of insurance</b> becomes a director, partner, member or officer of <b>you</b>.</li><li>2. Any de facto director of <b>you</b> whilst acting in such capacity for <b>you</b>.</li><li>3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li><li>4. Any <b>employee</b> of <b>you</b>.</li><li>5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li><li>6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.</li></ol>
<b>Loss</b>	<p>The amount any <b>insured person</b> becomes legally liable to pay in respect of a <b>claim</b> including <b>defence costs</b>, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs (including claimants legal costs and expenses), settlements with <b>our</b> prior written agreement (which shall not be unreasonably withheld).</p> <p><b>Loss</b> does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an <b>employment claim</b> or the multiplied portion of any damages award unless awarded for defamation.</p>
<b>Pollutant</b>	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
<b>Pollution</b>	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any <b>pollutant</b> or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any <b>pollutant</b> .
<b>Securities</b>	Any debt or equity interest in <b>you</b> .

# Cleaning Contractors: Directors and officers' liability including company reimbursement

Policy wording

## Subsidiary

Any entity in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act** committed before it ceased to be a **subsidiary**.

## Wrongful act

Any actual or alleged act, error or omission committed or attempted by an **insured person** arising from the performance of the **insured person's** duties in their capacity as **your** director, officer or **employee** including:

1. breach of any duty, including fiduciary or statutory duty;
2. breach of trust;
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
4. defamation;
5. breach of warranty of authority;
6. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a Director, Officer or **employee** of **you**.

## You / your

Also includes:

1. a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** provided such company is a private limited company not domiciled outside of the United Kingdom;

but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

## What is covered

Claims against an insured person

**We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against any **insured person** for any **wrongful act** within the **geographical limits**.

Company reimbursement

**We** will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **claim** against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** (if any) shown in the schedule.

If **you** are permitted or obliged to provide such payment but fail to do so for any reason other than **your** insolvency, **we** will pay the amount of the **claim** less the relevant **excess** regardless of whether **you** advanced payment or indemnified an **insured person** for such **loss**.

Health and safety/ manslaughter

**We** will pay on **your** behalf **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **health and safety/manslaughter claim** (or equivalent legislation in any other jurisdiction) against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** shown in the schedule.

Employment claims

**We** will pay on **your** behalf **loss** arising from an **employment claim** during the **period of insurance** brought by a current, former or potential **employee** of **yours**.

This cover does not apply if the **insured person** is covered under the **Employment practices liability** section of this **policy**.

Pollution claims

**We** will pay on **your** behalf **loss** in respect of a **claim** arising from **pollution**.

### What is not covered

We will not make any payment for any **claim** or **loss**:

- |  |   |
|--|---|
| Deliberate or dishonest acts                   | <p>1. Based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> <li>a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any <b>insured person</b>;</li> <li>b. an act intended to secure or which does secure a personal profit or advantage to which any <b>insured person</b> was not legally entitled;</li> <li>c. an act intended to secure or which does secure a profit for any other company where an <b>insured person</b> is a director, officer or employee of such company.</li> </ol> <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an <b>insured person</b> that such act did occur.</p>  |
| Prior claims, investigations and circumstances | <p>2. Based upon, attributable to or arising out of any <b>claim</b>, <b>investigation</b> or circumstance prior to the start of the <b>period of insurance</b>.</p>  |
| Prior litigation                               | <p>3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an <b>insured person</b>, <b>you</b> or an <b>outside entity</b> initiated prior to the date shown under the prior and pending litigation date in the schedule.</p>   |
| Pension/employee benefit schemes               | <p>4. Based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any pension or employee benefit scheme or their breach of any legislation or regulation relating to these activities.</p>   |
| Bodily injury or property damage               | <p>5. For mental or emotional distress (except an <b>employment claim</b>), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any <b>health and safety/manlaughter claim</b>.</p>  |
| Claims brought by a related party              | <p>6. Based upon, attributable to or arising out of any claim brought or maintained by <b>you</b>, an <b>outside entity</b> or an <b>insured person</b>, however this exclusion will not apply to:</p> <ol style="list-style-type: none"> <li>a. <b>defence costs</b>;</li> <li>b. any shareholder derivative proceedings in <b>your</b> name without <b>your</b> or any <b>insured person's</b> solicitation, assistance or participation;</li> <li>c. any <b>claim</b> brought by <b>your</b> liquidator, receiver or administrative receiver or similar body;</li> <li>d. any <b>employment claim</b>;</li> <li>e. any <b>claim</b> made by a past <b>insured person</b> of <b>you</b>;</li> <li>f. any <b>claim</b> seeking a contribution or indemnity if such <b>claim</b> is otherwise covered by this section.</li> </ol> |
| Breach of professional duty                    | <p>7. Based upon, attributable to or arising out of any <b>claim</b> relating to a breach of or failure to provide professional duties or services.</p>   |
| Major shareholders                             | <p>8. Brought by or on behalf of any person or company owning 15% or more of <b>your</b> issued share capital.</p>  |
| Takeovers and mergers                          | <p>9. Based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> after <b>you</b> merge or consolidate with another company or any party acquires more than 50% of <b>your</b> issued share capital.</p> <p>In the event of a <b>subsidiary</b> ceasing during the <b>period of insurance</b> to be a <b>subsidiary</b> cover under this section shall be amended to apply solely to <b>loss</b> arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> prior to the effective date of sale or dissolution.</p>  |
| Bankruptcy/Insolvency                          | <p>10. Based upon, attributable to or arising out of the bankruptcy, insolvency, receivership or administration (voluntary or otherwise) of <b>You</b></p>  |
| Claims outside of UK                           | <p>11. Based upon, attributable to or arising out of any <b>claim</b> brought or maintained outside of the United Kingdom.</p>  |

Share offerings

12. Based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by an **insured person** in relation to any private or public offering of **your** share capital unless **we** have given **our** prior written agreement and **you** have paid any additional premium and accepted any amendments **we** may require to the terms and conditions of this section.

---

## Special conditions

General terms

The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each **insured person** and to **you**, except for General condition 4. Premium payment which applies only to **you**.

General condition 1, paragraph 2 and General claims condition 2 shall not apply to this section. Under this section only we waive our right to rescind the **policy** on the grounds of non-disclosure or misrepresentation or fraud.

General condition 2 shall not apply to this section.

**You** agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Information provided by an insured person

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

**You** will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired directors special condition.

Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company, or any party acquires more than 50% of **your** issued share capital, during the **period of insurance you** may request a quotation to enable this section to continue in force for a period of up to 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The extended notification period and retired directors special conditions shall not apply to any such extension.

---

## How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

**You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

## Your obligations

### Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
  - a. The **insured person's** first awareness of any **wrongful act**.

If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
  - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
  - c. Any **investigation** into **you**.
  - d. The start of any disqualification proceedings against any **insured person**.
  - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

---

## Control of defence and payment of a claim

**You** and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** **we** will give retrospective consent provided **our** consent is obtained within 14 days of first incurrence of such **defence costs**.

**We** shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

**We** shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.