

Employment Practices Insurance

Policy

To be solid, insurance must be flexible.

Employment Practices Insurance

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Endorsements issued at inception are attached to the Schedule.

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In consideration of the payment of the premium, or agreement to pay the premium, the **Insurer** and the **Policyholder** agree as follows:

Insuring Clause 1: Employment Practices (including Third Party Liability)

1. The **Insurer** shall pay, on behalf of each **Insured**, **Loss** arising from a **Claim** made against an **Insured** for a **Wrongful Act**.

Definitions

2. In this Policy the word 'persons', wherever it appears, means legal or natural person(s) unless otherwise specified. When used in bold type in this Policy:

Any One Claim Limit means the Limit of Liability for any one **Claim** for this stated in Item 2 of the Schedule.

Application means:

- (a) all proposal forms and documents provided to the **Insurer** by or on behalf of the **Policyholder** or any other **Insured**, or to which the **Insurer** was referred by or on behalf of the **Policyholder** or any other **Insured**, in the process of applying for this Policy; and
- (b) all representations to the **Insurer** by or on behalf of the **Policyholder** or any other **Insured**, in the process of applying for this Policy.

Benefits means perquisites, fringe benefits, deferred compensation, payments (including insurance premiums) in connection with an employee benefit plan or pension scheme and all other payments to or for the benefit of an employee arising out of the employment relationship. **Benefits** does not include salary, wages, commissions, bonuses, **Stock Benefits** or un-deferred cash incentive compensation.

Claim means:

- (a) a written demand for monetary relief or an assertion of a legal right;
- (b) a criminal or civil proceeding including tribunal proceeding, application for injunctive or non-pecuniary relief, request for reinstatement or re-engagement, counter claim or arbitration proceeding; or
- (c) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges,

which is:

- (i) made by or on behalf of any past, present or prospective director, officer, employee, **Independent Contractor** or volunteer of an **Organisation** against an **Insured**, alleging a **Wrongful Act**; or
- (b) made by or on behalf of any natural person who is a customer or supplier of an **Organisation** against an **Insured**, alleging;
 - sexual harassment (including unwelcome sexual advances, requests for sexual favours or other verbal, visual or physical conduct of a sexual nature); or
 - discrimination which is against that person because of that person's race, colour, religion, age, sex, national origin, disability, veteran status, pregnancy, genetics, sexual orientation, sexual preference, obesity, marital status, HIV status or other status that is protected pursuant to any law in any jurisdiction and which is not also an actual or alleged breach of any antitrust law or other law which protects competition.

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Claim does not include any labour or grievance arbitration or proceeding pursuant to a collective bargaining agreement.

Defence Costs means that part of **Loss** consisting of reasonable costs, expenses, charges and fees incurred in defending or investigating a **Claim** (but not including internal corporate expenses of an **Organisation**). **Defence Costs** shall also include premium paid for insurance instruments or bonds which are required to institute an appeal but without any obligation to furnish or procure such insurance instruments or bonds.

Independent Contractor means a natural person working for an **Organisation** pursuant to an express contract between them and who is not an employee of an **Organisation** and who an **Organisation** directs and supervises and provides indemnification in the same manner as an employee.

Insured means a person who is an **Organisation** or an **Insured Person**.

Insured Person means a natural person who has been, now is or shall become a director, officer, employee (whether permanent, temporary, full-time, part-time, leased or seasonal) or volunteer of an **Organisation**, but does not include external auditors of an **Organisation** and does not include any liquidator, receiver, administrator, supervisor or other insolvency office-holder of an **Organisation** or of an **Organisation's** assets.

Labour Relations means:

- (a) the rights of employees to engage in, or to refrain from engaging in, union or other collective activities;
- (b) the duty or obligation to notify, meet, discuss with, consult with or bargain with any employee or employee representative, collectively or otherwise;
- (c) collectively bargained agreements; or
- (d) strikes, work stoppages, boycotts, picketing, lockouts or other industrial action.

Loss means any **Defence Costs** and any other amount, including any awards of damages (including back pay and front pay, and any court order to pay compensation for damages, including punitive, exemplary, liquidated or aggravated damages and the multiple portion of any multiplied damages award), awards of costs or settlements, pre and post judgment interest on a covered judgment or award, and the multiplied portion or multiple damages, which an **Insured** is legally liable to pay resulting from a **Claim** first made during the **Policy Period**.

Loss shall not include: civil or criminal fines or penalties imposed by law; taxes or national insurance; any amounts for which an **Insured** is not financially liable or which are without legal recourse to an **Insured**; employment-related benefits, **Stock Benefits**, perquisites, deferred compensation or any other type of compensation (including severance payments and amounts in respect of a notice period) other than salary, wages or bonus compensation; matters uninsurable under the law of the jurisdiction where the **Claim** was made.

Organisation means an organisation which is the **Policyholder** or a **Subsidiary**.

Personal Injury means bodily injury, sickness, disease, mental illness, death, mental anguish, emotional distress or humiliation of any natural person (but not mental anguish, emotional distress or humiliation resulting from any **Wrongful Act**).

Policyholder means the organisation stated in Item 1 of the Schedule.

Policy Period means the period of time stated in Item 4 of the Schedule.

Policy Period Limit means the Limit of Liability for each **Policy Period** stated in Item 2 of the Schedule.

- (a) does not constitute a **Claim**, but may subsequently give rise to a **Claim**; and

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(b) is lodged with an **Organisation's** Human Resources Department or other comparable department.

Previous Policy means the management liability policy or employment practices liability policy issued to the **Policyholder** by an insurer other than the **Insurer** for the policy period ending the day before the start of the **Policy Period** and which this Policy directly replaces.

Property Damage means physical damage to or destruction or loss of use of any tangible property.

Retaliation means retaliatory treatment against a director, officer, employee, volunteer or **Independent Contractor** of an **Organisation** on account of such person:

- (a) exercising their rights in law;
- (b) refusing to breach any law;
- (c) opposing any unlawful practice;
- (d) disclosing, or threatening to disclose, an alleged breach of law to a superior or to any governmental agency; or
- (e) assisting in, testifying in or cooperating with a proceeding or investigation regarding an alleged breach of law.

Stock Benefits means:

- (a) any offering, plan or agreement between an **Organisation** and any employee which grants stock, stock warrants or stock options of an **Organisation** to that employee, including, but not limited to, grants of stock options, grants of restricted stock, grants of stock warrants, grants of performance stock shares and any other compensation or incentive granted in the form of securities of an **Organisation**; or
- (b) any payment or instrument, the amount or value of which is derived from the value of securities of an **Organisation**, including, but not limited to, stock appreciation rights and phantom stock plans or arrangements.

Stock Benefits does not include employee stock ownership plans or employee stock purchase plans.

Subsidiary means an organisation in which the **Policyholder** directly and/or indirectly:

- (a) holds a majority of the voting rights;
- (b) has the right to appoint or remove a majority of the board of directors; or
- (c) controls alone, pursuant to a written agreement with other shareholders, a majority of the voting rights.

Substitutable Cover Terms means those terms of the **Previous Policy** which are the **Previous Policy's** equivalents to the terms of this policy.

USA means the United States of America, its territories and possessions and any state or political subdivision thereof.

USA Claim means a **Claim** brought or maintained, in whole or in part, in the **USA**.

Wages and Hours means:

- (a) the amount, calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay or other reward;

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- (b) the classification of employees for wage or hours of work purposes;
- (c) withholdings or other deductions from wages;
- (d) rights to leave or absence from work or rights to pay during such absence;
- (e) child labour; or
- (f) pay equity or comparable worth.

Wrongful Act means any employment-related:

- (a) wrongful or unfair dismissal, discharge or termination of employment (including constructive dismissal), breach of any written, oral or implied employment contract or breach of any quasi-employment contract;
- (b) sexual harassment (including unwelcome sexual advances, requests for sexual favours or other verbal, visual or physical conduct of a sexual nature) that is made a condition of employment with, used as a basis of employment decisions by, interferes with performance in, or creates an intimidating, hostile or offensive working environment within, an **Organisation**;
- (c) workplace harassment (including work related harassment or bullying of a non-sexual nature) that interferes with performance in, or creates an intimidating, hostile or offensive working environment within, an **Organisation**;
- (d) breach of employment discrimination laws, including wrongful limitation, segregation or classification of, or failure to employ, employees or applicants for employment in any way that would deprive such persons of employment opportunities or otherwise adversely affect their status as employees because of such persons' race, colour, religion, age, sex, national origin, disability, veteran status, pregnancy, genetics, sexual orientation, sexual preference, obesity, marital status, HIV status or other status that is protected pursuant to any law in any jurisdiction;
- (e) wrongful employment decision which is any wrongful demotion, denial of tenure or failure or refusal to promote;
- (f) negligent evaluation, wrongful discipline, negligent reference, defamation (including libel and slander), invasion of privacy, breach of confidentiality or malicious falsehood;
- (g) **Retaliation**;
- (h) failure to provide or consistently enforce employment-related corporate policies and procedures which is alleged as part of a **Claim** alleging any employment-related matter described in (a) to (g) above;
- (i) negligent retention, supervision, hiring or training which is alleged as part of a **Claim** alleging any employment-related matter described in (a) to (g) above; or
- (j) negligent or intentional misrepresentation, false imprisonment, or wrongful infliction of emotional distress, mental anguish or humiliation, which is alleged as part of a **Claim** alleging any employment-related matter described in (a) to (g) above,

committed, attempted, or allegedly committed or attempted by:

- (i) an **Organisation**; or
- (ii) an **Insured Person** in their capacity as such.

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Spouses, Partners and Estates

3. Solely for the **Wrongful Act** of a natural person described in the definition of **Insured Person**, the definition of **Insured Person** is extended to include such natural person's:
- (a) lawful spouse, civil partner (as defined in the Civil Partnership Act 2004) or domestic partner, if named as co-defendant solely because of his or her spousal relationship or relationship as civil partner or domestic partner; and
 - (b) estate, heirs, legal representatives or assigns, if such natural person is deceased or declared incompetent, insolvent, or bankrupt.

Subsidiaries

4. Should an organisation cease to be a **Subsidiary** before or during the **Policy Period**, there shall nonetheless be cover under this Policy with respect to such **Subsidiary** and its **Insured Persons**. With respect to each **Subsidiary** and its **Insured Persons**, cover under this Policy shall apply only for **Wrongful Acts** at a time when the **Subsidiary** is a **Subsidiary**. The **Insurer** may agree to provide cover for prior **Wrongful Acts**, following receipt of any information the **Insurer** may require.

Acquisition or Creation of Another Organisation

5. If, during the **Policy Period**, an **Organisation**:
- (a) acquires securities or voting rights in another organisation which as a result of such acquisition becomes a **Subsidiary**;
 - (b) creates an organisation which as a result of such creation becomes a **Subsidiary**; or
 - (c) acquires any organisation by merger into or consolidation with that organisation,

then that organisation and its **Insured Persons** shall automatically become **Insureds** under this Policy with effect from the date of such acquisition or creation but only with respect to **Wrongful Acts** after such acquisition or creation. The **Insurer** may agree to provide cover for prior **Wrongful Acts**, following the receipt of any information the **Insurer** may require.

However, if such acquired or created organisation:

- (i) causes the total number of persons employed by all the **Organisations** together to increase by more than 20%; or
- (ii) has directors, officers, employees or volunteers in the **USA**,

in order for that organisation and its **Insured Persons** to become **Insureds** under this Section, the **Policyholder** must give written notice of that acquisition, and such information as the **Insurer** may require, to the **Insurer**. The **Insurer** shall have the right to amend the terms of this Policy including charging an additional premium.

Acquisition of the Policyholder

6. If, during the **Policy Period**:
- (a) the **Policyholder** merges into or consolidates with another organisation (other than in accordance with Section 5(c) above); or

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- (b) a person or persons acting in concert acquires ownership or voting control of more than 50% of the outstanding securities representing the present right to vote for the election of the board of directors of the **Policyholder**;

cover for the **Organisations** and their **Insured Persons** shall continue until the end of the **Policy Period**, but not for **Wrongful Acts** after such merger, consolidation or acquisition.

Non-avoidance and Severability

7. This Policy is severable and covers each **Insured** in respect of their own individual interest.

In respect of the **Application**:

- (i) No statements made or information possessed by any **Insured** shall be imputed to any **Insured Person** for any reason;
- (ii) Statements made and information possessed by any chief executive, managing director, head of human resources or head of legal department of an **Organisation** shall be imputed to the **Organisation** for the purposes of determining whether there has been a breach of the duty of fair presentation by the **Organisation**.

In the event of a fraudulent or dishonest breach of the duty of fair presentation by any **Insured** determined by admission, final non-appealable judgment or adjudication:

- (i) if the breach occurs prior to the inception date of the Policy, the **Insurer** may avoid the contract and refuse all claims, and need not return any of the premiums paid, in respect of such **Insured**;
- (ii) if the breach is in relation to a variation of the Policy, the **Insurer** may treat the Policy as if the variation was never made and need not return any of the premiums paid in respect of the variation, in respect of such **Insured**.

It is agreed that in the event of a breach of the duty of fair presentation by an **Insured**, which is not fraudulent or dishonest, the **Insurer** irrevocably waives all and any rights and remedies it may have because of such breach, including any remedy that would have been available under the UK Insurance Act 2015. For the purposes of this clause, the phrase "duty of fair presentation" shall have the same meaning as given to it in the UK Insurance Act 2015.

Extended Reporting Period

8. (a) If the **Insurer** or the **Policyholder** refuses to renew this Policy for any reason other than non-payment of premium, or because of merger or consolidation into, or acquisition by, another organisation, the **Policyholder** and the **Insured Persons** may elect to obtain an extended reporting period of 1 year for 75% of the annual premium, provided that written notice of such election and payment of the additional premium are received by the **Insurer** within 60 days following the expiry of the **Policy Period**; this extended reporting period shall commence from the expiry date of the **Policy Period** and shall apply only to **Wrongful Acts** prior to that date.
- (b) If, before or during an extended reporting period obtainable or obtained under Section 8(a) above, any **Organisation** takes out any other insurance policy which affords employment practices liability cover (whether or not equivalent to this Policy in cover), that extended reporting period shall then come to an end (or, if not yet obtained, cease to be obtainable).
- (c) A **Claim** first made during an obtained extended reporting period shall be deemed to have been first made during the **Policy Period**.

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Exclusions

9. The **Insurer** shall not be liable for **Loss** on account of any **Claim**:
- (a) based upon, arising from, or in consequence of any fact or **Wrongful Act** forming part of circumstances or of a **Claim** of which written notice has been given and accepted under any policy which this Policy renews, replaces or follows in whole or in part;
 - (b) based upon, arising from, attributable to or derived from substantially the same facts or circumstances alleged in, any pending or prior proceedings of any nature against any **Insured** commenced before the date stated in Item 5 of the Schedule;
 - (c) based upon, arising from or attributable to a breach of any law, duty or trust by an **Insured** in their capacity as trustee, fiduciary or administrator of any superannuation, pension, profit sharing, health and welfare or other employee benefit scheme, programme, plan or trust established or maintained to provide benefits to employees or directors (but this exclusion shall not apply to a **Claim** seeking remedy for **Retaliation**);
 - (d) based upon, arising from or in consequence of any actual or alleged breach of a legal obligation to obtain or maintain insurance or of any legal obligation relating to any state or legally required sickness, healthcare, disability, pension, benefit, social security or national insurance system (but this exclusion shall not apply to a **Claim** for **Retaliation**);
 - (e) based upon, arising from, or in consequence of the liability of another person assumed by an **Insured** under any contract or agreement except to the extent that that **Insured** would have been liable in the absence of such contract or agreement;
 - (f) based upon, arising from or in consequence of any actual or alleged breach of any law (except the Equal Pay Act 1970, The Equal Pay Act (Northern Ireland) 1970, and the Equal Pay Act 1963, the latter being a **USA** statute) or duty relating to **Wages and Hours** or health and safety at work (but this exclusion shall not apply to a **Claim** for **Retaliation**);
 - (g) based upon, arising from or in consequence of any actual or alleged breach of any law or duty relating to **Labour Relations**;
 - (h) which is brought and maintained entirely outside the **USA** and:
 - (i) is for breach of any law or duty relating to collective redundancy procedures or requirements; or
 - (ii) is for breach of any law or duty relating to non-collective redundancy procedures where the breach is deliberate or reckless,
 but this exclusion shall not apply to a **Claim** for **Retaliation**;
 - (i) which is a **USA Claim** and is for violation of the responsibilities, obligations or duties imposed by any law or amendments to or regulations promulgated under any such law that governs any obligation of an employer to notify, discuss or bargain with its employees or others in advance of any plant or facility closing, mass lay-off, or any similar obligation (but this exclusion shall not apply to a **Claim** for **Retaliation**);
 - (j) seeking remedy for **Personal Injury** or **Property Damage**;
 - (k) for breach of an express contract between an **Independent Contractor** and an **Organisation**;
 - (l) brought by any **Director** or **Officer** or partner of an **Organisation**, unless such **Claim** is based solely on their capacity as an **Employee**.

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Exclusions (Not applicable to Defence Costs)

10. The **Insurer** shall not be liable for **Loss**, except **Defence Costs**:
- (a) which constitutes the cost of any obligation, however arising, to provide or modify any premises, equipment or working methods to accommodate the needs of a person with a disability;
 - (b) which constitutes the costs of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief;
 - (c) which constitutes **Benefits** due or to become due or the equivalent value of such **Benefits** (however this exclusion shall not apply to **Loss** which arises out of a wrongful or unfair dismissal, discharge or termination of employment).

Limits of Liability

11. The **Insurer's** maximum liability for all **Loss**, whether covered under Insuring Clause 1 and/or otherwise, on account of all **Claims** first made during the **Policy Period**, whether involving one or any number of **Insureds**, shall not exceed the **Policy Period Limit**.

On account of any one **Claim**, the **Insurer's** maximum liability for all **Loss**, whether covered under one or more of the Insuring Clauses and/or otherwise, and whether that **Claim** involves one or any number of **Insureds**, shall not exceed the **Any One Claim Limit**.

Defence Costs are part of and not in addition to the **Policy Period Limit**. The payment by the **Insurer** of **Defence Costs** erodes the **Policy Period Limit**.

Amounts stated for the **Policy Period Limit** and other limits are maximum liabilities of the **Insurer** for all **Insureds** together, not maximum liabilities per **Insured**.

Deductible

12. The **Insurer's** liability for each and every **Claim** shall apply only to that part of **Loss** which is in excess of the applicable Deductible stated in Item 3 of the Schedule, which shall be borne by the **Insureds** uninsured and at their own risk. However, no Deductible shall apply to a **Claim** made solely against an **Insured Person**, provided that such **Insured Person's Organisation** is unable, because of its insolvency, to reimburse the **Insured Person** for, or pay on behalf of the **Insured Person**, all of the **Loss** on account of that **Claim**.

Related Claims

13. All **Claims** directly or indirectly arising out of, consequent upon or attributable to one source or originating cause shall be deemed to be a single **Claim** first made on:

- (a) the date when the first of such **Claims** was first made; or
- (b) the earliest date one of such **Claims** is deemed first made by this Policy or any policy which this Policy renews, replaces or follows in whole or in part (if that earliest date is earlier than the date referred to in (a) immediately above),

regardless of whether that date is before or during the **Policy Period**.

Other Insurance

14. This policy shall always apply excess over any other more specific valid and collectable management liability insurance available to the **Insured**, other than any insurance specifically written to apply excess of this policy.

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Reporting and Notice

15. The **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable but in no event more than 60 days after the earlier of the following dates:
- (i) the date on which any **Organisation's** Chairman, Chief Executive, Managing Director, Finance Director, General Counsel, Risk Manager, Head of Human Resources or holder of an equivalent position to any of the foregoing, first becomes aware that the **Claim** has been made; and
 - (ii) if this Policy is not renewed, the termination date of the **Policy Period** or, if the **Claim** is first deemed made during the **Policy Period** because of an obtained extended reporting period, the termination date of that extended reporting period.

Each **Insured** shall give to the **Insurer** all such information and co-operation as the **Insurer** may reasonably require, including but not limited to a description of the **Claim**, the nature of the alleged **Wrongful Act** and the date it was committed, the nature of the alleged damage, the names of the claimants and defendants and the manner in which the **Insured** first became aware of the **Claim**.

If, during the **Policy Period** or an obtained applicable extended reporting period, an **Insured**:

- (i) becomes aware of circumstances which are likely to give rise to a **Claim**, (or becomes aware of a **Potential Claim**) and gives written notice of such circumstances to the **Insurer**; or
- (ii) receives a written request to waive application of a limitation period to, or to suspend the running of time towards expiry of a limitation period for the commencement of, a civil proceeding against an **Insured** alleging a **Wrongful Act** before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Act** to the **Insurer**,

then any **Claims** subsequently arising from such circumstances or following on from such request shall be deemed to have been first made during the **Policy Period**. Circumstances shall not be regarded as notified unless the written notice expressly identifies the **Wrongful Act** and the date it was committed, the potential damage, the potential claimants and defendants and the manner in which the **Insured** first became aware of the circumstances.

The **Insurer** shall not rely on breach of any of the **Insureds'** obligations to deny liability for any **Loss**. However, in the case of such breach, the **Insurer** shall not be liable for **Loss** which the **Insurer**, in its entire discretion, believes would not have been incurred if the breach had not occurred.

Written notices to the **Insurer** required by this Section by email to mprclaims@axiscapital.com or by post to the Claims Department at the **Insurer's** postal address.

The **Insurer's** postal address is:

MPR Underwriting Limited
10th Floor, Chancery Place, 50 Brown Street,
Manchester, M2 2JG.

Notice shall be effective on the date of receipt by the **Insurer** by email or at the postal address.

Defence and Settlement

16. The **Insurer** shall have the right, but not the duty, to defend **Claims** and to appoint lawyers for that purpose.

Each **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** prior written consent, which shall not be unreasonably withheld.

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The **Insurer** may make any settlement of a **Claim** it considers sensible. If the **Insured** withholds consent to such settlement, the **Insurer's** liability for **Loss** on account of that **Claim** shall not exceed an amount calculated as follows:

- (a) by taking the amount for which the **Insurer** could have settled that **Claim** on the **Insured's** behalf plus **Defence Costs** accrued as of the date at which acceptance of such settlement was proposed in writing by the **Insurer** to the **Insured** ("the Possible Settlement and Defence Costs Amount"); and
- (b) by adding to the Possible Settlement and Defence Costs Amount 70% of the Difference, but, if the **Insured** does not bear uninsured and at its own risk at least 30% of the Difference, by adding nothing to the Possible Settlement and Defence Costs Amount.

For these purposes, "the Difference" means the difference between:

- (i) the amount of **Loss** which, but for the limitations of the paragraph immediately above, the **Insurer** would be liable for on account of the **Claim**; and
- (ii) the Possible Settlement and Defence Costs Amount.

Each **Insured** undertakes not to prejudice the **Insurer's** interests or its potential or actual rights of recovery and to give to the **Insurer** such information and co-operation as the **Insurer** may require. Any dispute between the **Insurer** and an **Insured** in connection with the terms of this Section 16 shall be submitted to arbitration. The arbitrator shall be a barrister of at least ten years call to the Bar of England and Wales, to be appointed by agreement between the parties to the dispute (or, in the absence of such agreement, by the Chairman for the time being of the Bar Council).

Territory

17. Subject to all other terms of this Policy, cover shall extend to **Loss** on account of **Claims** brought or maintained in any jurisdiction.

Subrogation

18. The **Insurer** shall be subrogated to the extent of any payment under this Policy to each **Insured's** rights of recovery, and each **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights and to enable the **Insurer** to bring proceedings in the name of that **Insured**.

Authorisation Clause

19. The **Policyholder** hereby agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claims** or termination, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Policy (except for the **Insured Persons'** ability to elect an extended reporting period), and the **Insureds** agree that the **Policyholder** shall so act on their behalf.

Alteration and Assignment

20. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy duly executed on behalf of the **Insurer**.

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Rights of Action

21. No person shall have any rights under or in connection with this Policy by virtue of the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof. The **Policyholder** may not assign to any other person any right or cause of action against the **Insurer** under or in connection with this Policy.

Termination

22. Cover under this Policy shall terminate at the earliest of the following times:
- (a) 7 days after the receipt by the **Policyholder** of a written notice of termination from the **Insurer** for non-payment of premium;
 - (b) expiration of the **Policy Period** (but expiration of the **Policy Period** shall not terminate cover under an obtained extended reporting period);
 - (c) receipt by the **Insurer** of written notice of termination from the **Policyholder**; and
 - (d) such other time as may be agreed upon by the **Insurer** and the **Policyholder** in writing.

If, at the time of termination of cover under this Policy, no **Insured** has given notice of a **Claim** or of a **Potential Claim**, the **Insurer** shall refund the unearned premium:

- (i) computed at customary short rates, if cover under this Policy is terminated by the **Policyholder** or if an obtained extended reporting period comes to an end as a result of another insurance policy being taken out and the **Policyholder** gives the **Insurer** written notice that an **Organisation** has taken out another insurance policy which affords employment practices liability cover; or
- (ii) computed pro-rata, if cover under this Policy is terminated other than by the **Policyholder**.

Option for Previous Policy Cover

23. The provisions of this Section 23 shall only be effective if the **Policyholder** provides to the **Insurer**, before the start of the **Policy Period**, a complete and accurate copy of the **Previous Policy** including all schedules and endorsements thereto and variations thereof and the **Insurer** confirms in writing that the provisions of this Section 23 are effective.

Within 30 days of the **Insurer** being given written notice of a **Claim** in accordance with Section 15, the **Policyholder** may give to the **Insurer** a written notice requesting coverage conversion, whereupon all the **Substitutable Cover Terms** shall apply to that **Claim**, and all **Claims** deemed with it to be a single **Claim**.

Any matter which is not within the definition of **Claim** but would be if it was defined in the same way as an equivalent definition in the **Previous Policy's** equivalent cover, shall be regarded as within this Policy's definition of **Claim** for the purposes of allowing the **Policyholder** to report it in accordance with Section 15 and of requesting coverage conversion such that, if it is reported and coverage conversion is requested in accordance with this Section it shall be deemed a **Claim** to be dealt with under the terms of this Policy but with all the **Substitutable Cover Terms** in place of all the equivalent terms of this policy.

No term of the **Previous Policy** which stipulates a deductible, excess or retention, a main policy period limit of liability, a main any one claim or any one loss or any one event limit of liability or a limit of liability in addition to any aforementioned main limit, wherever in the **Previous Policy** such term may appear (whether in a schedule, a limits of liability clause, an insuring clause, an endorsement or otherwise), shall be a **Substitutable Cover Term** and all sublimits of liability stipulated in the **Previous Policy** (other than one which is greater in amount than an applicable **Policy Period Limit**) shall be **Substitutable Cover Terms**.

Employment Practices Insurance

Choice of Law and Forum

24. The construction of the terms, and the validity and effect, of this Policy are governed by English law. Any dispute or difference arising under or in respect of this Policy shall be subject to and determined within the exclusive jurisdiction of the courts of England and Wales.

Sanctions

25. No cover or benefit shall be provided and no sum shall be payable under this Policy to the extent that providing or paying it would directly or indirectly put the **Insurer** in breach of any applicable economic or trade sanction laws or regulations.

Help Line

- 26 The **Policyholder** may, during the **Policy Period**, obtain 15 minutes of free consultation, per each separate employment-related matter (and up to a maximum of 4 separate matters), via a helpline administered by Browne Jacobson LLP. To obtain such consultation, a director, officer or manager of the Policyholder should telephone Browne Jacobson LLP's helpline number (0330 045 2744) between 9.00 am and 5.00 pm on normal working days and then provide Browne Jacobson LLP with the **Policyholder's** name and policy number.

Any requirement of the **Policyholder** to consult beyond 15 minutes shall be on a basis agreed between the **Policyholder** and Browne Jacobson LLP.

Browne Jacobson LLP is not the **Insurer's** agent for receipt of notices and communication with Browne Jacobson LLP will not amount to giving the **Insurer** notice of any **Claim, Potential Claim** or other matter, notice of which is required by this Policy to be given to the **Insurer**.

Regulatory Information & Complaints

27. This insurance is underwritten by MPR Underwriting Limited, 10th Floor, Chancery Place, 50 Brown Street, Manchester, M2 2JG, on behalf of AXIS Specialty London, a UK branch of AXIS Specialty Europe SE, authorised and regulated by the Central Bank of Ireland and regulated by the Prudential Regulation Authority and Financial Conduct Authority in respect of UK business. AXIS Specialty Europe SE Registered Office: Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland: Registration No. 353402SE.

MPR Underwriting are committed to first class service. If you have any complaints about the service you have received, please contact your insurance broker or agent or MPR Underwriting Ltd at: 10th Floor, Chancery Place, 50 Brown Street, Manchester, M2 2JG.

If your complaint relates to a claim on your policy, or any other matter, please contact Axis Specialty Europe SE at the address shown below:

Compliance Officer, AXIS Europe SE, 3rd floor, 71 Fenchurch Street, London, EC3M 4BS.

If you are dissatisfied with the final response to your complaint the Financial Ombudsman Service (FOS) may be approached for assistance in certain circumstances. A leaflet explaining their procedure is available on request. The FOS's contact details are:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

This complaint procedure does not affect your rights to take legal proceedings.