

Directors & Officers

Insurance Policy



Primary General

Primary General is an underwriting company solely dedicated to providing commercial underwriting and risk management solutions to intermediaries for small to medium sized UK businesses.

The core business principles that guide Primary General are exclusivity, access to informed and empowered decision makers, service and quality. Primary General believes that by combining these core values and adhering to the business ethos of 'Putting You First', we create a fundamentally better business.

Whilst Primary General has a wealth of expertise and industry experience, we maintain an innovative approach to commercial insurance and risk management. We work solely in partnership with an exclusive agency base of professional intermediaries. We regard each of our intermediaries as individuals, involving them in the decision-making process and working hard to support their business objectives. In doing so, we have built long-term relationships and have proved the value of 'Putting You First' as a business ethos.

From our regional offices in Belfast, Birmingham, Glasgow, Harrogate, London and Manchester, our teams provide a local presence for our intermediaries. Also with a fully web enabled self-service underwriting platform in Primary General Online, our intermediaries can choose to trade with Primary General face-to-face and all the alternatives through to trading completely electronically. This ultimately results in a better service for them and their clients.

Our products are designed to protect the assets and insure the liabilities of small to medium sized businesses, while also reducing their exposure to risk through providing effective risk management assistance and advice. Primary General can also provide solutions to larger corporate clients. Our principal covers and services include:

- Commercial Combined
- Leisure, Retail and Office Package
- Community Housing
- Property Owners'
- Motor Fleet
- Motor Trade
- Tradesman
- Contractors
- Professional Indemnity
- Directors & Officers
- Engineering Breakdown, Legal Expenses and Executive Incapacity
- Employment and Health & Safety support services
- Premium Finance

Primary General's intermediaries can also call on its sister company, Rural Insurance, for a number of other covers and services.

We always consider risks on their merits rather than restricting ourselves to certain trade groups. Well-managed businesses are looked upon favourably, and we welcome clients that will actively work in partnership with us and our intermediaries to minimise risk.

In line with our commitment to 'Putting You First' by providing the best underwriting and risk management solutions available, our products and services range is continually evolving, so expect to see further developments.

Primary General is an established and respected underwriting company with dedicated and experienced insurance professionals.

Primary General, 'Putting You First'.

Notification of New Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number

0870 942 4606

If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

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The Insurer

In accordance with the authorisation granted to Primary General Insurance Limited by Novae Insurance Company Limited, 71 Fenchurch Street, London EC3M 4HH (hereinafter 'the Company') and in consideration of the appropriate premium having been paid, the said Insurers (their Executors and Administrators) are hereby bound, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Policy Information

(Not forming part of this Policy)

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

Immediate notice should be given to the Insurers of any changes as these may affect the insurance provided by this Policy.

Alterations in the cover required after issue of the Policy will be confirmed by separate Endorsement(s) which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Your insurance intermediary will be able to provide any help or information that you might require.

Customer Information

Your Right To Cancel

a) Cooling off period - If this insurance does not meet your requirements please advise your Broker, Intermediary or Agent who arranged the Policy in writing within the first 14 days of the Period of Insurance and return any documents issued in relation to this Policy. The Policy will be null and void and any premium paid will be returned in full.

b) Otherwise - Please advise your Broker, Intermediary or Agent who arranged the Policy in writing. Any return of premium will be at the discretion of Primary General Insurance Limited in line with our Cancellation Terms.

Details about the regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Novae Insurance Company Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the intermediary who arranged the Policy for you, or the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured, Policy number and departmental references.

Should the matter not be resolved to your satisfaction, please write to:

The Managing Director
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk>

Compensation Arrangements

Primary General Insurance Limited and Novae Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if either company cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk>

Cancellation Terms

The policy may be cancelled:

1. By you giving written instruction to us at any stage of the duration of the contract
2. By the Company:
 - (a) sending 14 days' written notice in the event of non-payment of any monthly premium
 - (b) sending 7 days' written notice in all other circumstances by recorded delivery letter to your last known address
3. In the event of the policy being cancelled by either party the Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current period of insurance other than within the first fourteen days of either inception or renewal or, if later, the date from which the contractual terms and conditions have been received when the Company may charge an administration fee

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

Data Protection

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires us. As part of the Financial Services Authority's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies for underwriting and claims purposes. Under the Data Protection Act 1998 you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Managing Director at the above address.

Disclosure

Your insurance is based upon the information provided to Primary General Insurance Limited and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurers' decision to accept and pay a valid claim are disclosed. Failure to disclose material information may invalidate your insurance cover and could mean that part, or all, of a claim may not be paid.

Duration of Cover

The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

Directors & Officers Insurance Policy

1. Introduction

- 1.1 Each Section of this Policy, the Schedule to each Section and any Endorsement(s) together with this Introduction and the Policy Definitions, Exclusions and Conditions shall be read as one document and form the contract of insurance.
- 1.2 Any word or expression given a specific meaning in
 - 1.2.1 the Schedule, any Policy Endorsement(s) or this Introduction and the Policy Definitions, Exclusions and Conditions shall have the same meaning throughout the Policy unless otherwise indicated
 - 1.2.2 an individual Section or any Section of an Endorsement(s) shall replace any specific meaning given elsewhere but shall only have such meaning for the purpose of that Section or Endorsement(s) and such meaning shall apply throughout the Section or Endorsement(s).
- 1.3 In consideration of the payment of the premium the Insurer will indemnify the Insured within the terms of and subject to the exclusions and conditions of this Policy in respect of liability, loss or damage as set out in each Section and/or Endorsement occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agree to accept payment of premium.
- 1.4 The Proposal made by the Insured is the basis of and forms part of this Policy.

2. Choice of Law Applicable to this contract

- 2.1 The Parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to English Law.



Tim Rolfe
Director
Primary General Insurance Limited
Registered Office
76 Shoe Lane
London
EC4A 3JB

Registered Number 4401961, England and Wales.

For and on behalf of the Insurer

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In consideration of the payment of the premium and in reliance on the statements made and information contained within the Policy Schedule and Statement of Fact which shall form the basis of this Insurance and subject to the terms and conditions of this policy, the Insurer agrees as follows:

1. INSURING AGREEMENTS

a) Directors and Officers Liability

The Insurer will pay on behalf of any Directors or Officers Loss (other than Loss payable under Insuring Agreement 1(b)) arising from any Claim first made against them during the Period of Insurance for any Wrongful Act committed by them in their capacity as Directors or Officers.

b) Company Reimbursement

The Insurer will pay on behalf of the Company Loss arising from any Claim first made against any Directors or Officers during the Period of Insurance for any Wrongful Act committed by them in their capacity as Directors or Officers once the Company has indemnified the individual concerned.

2. DEFINITIONS

a) **Claim** shall mean:

1. receipt by a Director or Officer of a written demand for compensation for any Wrongful Act;
2. a civil or criminal proceeding commenced against and served on or received by a Director or Officer; or
3. a formal, administrative, regulatory or investigative proceeding against a Director or Officer commenced by formal investigative order or similar document.

b) **Company** shall mean the company named in the Policy Schedule attached to this policy and any Subsidiary.

c) **Defence Costs** shall mean reasonable and necessary costs, charges and expenses incurred in the defence of a Claim. Defence Costs shall include costs resulting from the attendance or representation of the Directors or

Officers at or in connection with an examination or proceeding in relation to any Claim arising out of a Wrongful Act. Defence Costs shall not include the salaries, wages, benefits and expenses of the Directors or Officers.

d) **Director(s) or Officer(s)** shall mean:-

1. All natural persons who were, now are, or become a director or officer of the Company including de facto and shadow directors who are natural persons.
2. Other employees of the Company to the extent that they act in a managerial or supervisory capacity.
3. The estate heirs and legal representatives in the event of the death incapacity or bankruptcy of a Director or Officer in respect of any Claim against such Director or Officer otherwise covered under this policy.

Director or Officer shall not include the external or statutory auditor of the Company.

e) **Employment Practices Wrongful Acts** shall mean any actual or alleged:

- i. wrongful termination of the employment of, demotion of or failure or refusal to employ or promote any person in relation to the Company; or
- ii. discrimination or harassment affecting any employee of or prospective employee with the Company; or
- iii. retaliatory treatment against an employee of the Company on account of the employee's exercise or attempted exercise of his or her legal rights.

f) **Loss** shall mean such sums which the Directors or Officers are legally liable to pay by way of compensatory damages for any Wrongful Act. Loss shall include Defence Costs. Loss shall not include fines, penalties, punitive or exemplary damages or any damages constituting the multiplication of a lesser damages

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- sum or, taxes or any matters deemed uninsurable under English Law.
- g) **Outside Entity** shall mean:
- i. any company which the Insurer has specifically agreed in writing.
- h) **Parent Company** shall mean the company named in the Policy Schedule.
- i) **Period of Insurance** shall mean the period in the Policy Schedule.
- j) **Pollution** means the actual, alleged or threatened discharge, release, escape, dispersal or disposal of pollutants or contamination of whatever kind or any direction or request that a Director or Officer or the Company test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants.
- k) **Subsidiary** shall mean any company in which the Company either directly or indirectly:-
1. holds the majority of the voting rights; or
 2. has the right to appoint or remove a majority of the board of directors; or
 3. holds more than half of the issued share capital.
- l) **Wrongful Act** shall mean any actual or alleged error, misstatement, misleading statement, omission, neglect, breach of duty, breach of trust or breach of warranty of authority by the Directors or Officers in the discharge of their duties as Directors or Officers or any matter claimed against them solely by reason of their being Directors or Officers of the Company.
- 3. LIMITS AND RETENTIONS**
- a) The Insurer's aggregate limit of liability for all Loss in respect of all Claims shall be the amount specified in the Policy Schedule.
- b) An aggregate sub-limit of liability in the amount stated in the Policy Schedule shall apply to Claims under Extension 4(b) of the policy. This sub-limit shall be part of and not in addition to the aggregate limit of liability specified in the Policy Schedule.
- c) The Insurer shall only be liable for the amount of Loss in respect of each Claim which is in excess of the retention amount specified in the Policy Schedule.
- d) All Claims or series of Claims arising from attributable to or which are otherwise causally connected with a single Wrongful Act or a series of related Wrongful Acts or which are otherwise causally connected shall be considered as a single Claim.
- 4. EXTENSIONS**
- a) **Outside Board Cover**
- The Insurer will pay on behalf of any Directors or Officers, Loss arising from any Claim first made against them during the Period of Insurance when serving at the specific written request of the Company in a capacity as a director or officer, trustee, governor of any Outside Entity in respect of any Wrongful Act committed in such capacity provided that:
1. any cover under this extension shall only apply in excess of any other insurance or indemnification available to the Directors or Officers;
 2. the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against a Director or Officer by or on behalf of the Outside Entity.
 3. the Insurer's agreement to any Outside Board Cover must be specifically obtained in writing and scheduled as an appendix to the policy
- b) **Pollution Defence Costs**
- The Insurer will pay Defence Costs on behalf of the Directors and Officers subject to the aggregate sub-limit specified in the Policy Schedule (such limit being part of and not in addition to the aggregate limit of indemnity under this policy specified in the Policy Schedule) incurred in defending themselves against criminal or

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regulatory proceedings in respect of Pollution, where the incident(s) giving rise to the Claim occurred outside the territorial jurisdiction of the United States of America, its territories and possessions and any state or political subdivision thereof and the proceedings in respect of the Claim are brought or maintained entirely outside of the United States of America, its territories and possessions and any state or political subdivision thereof, which results from any Wrongful Act giving rise to a Claim.

c) Discovery Period

If the Insurer refuses to offer any terms for the renewal of this policy the Company shall have the right, upon payment of the additional premium set forth in the Policy Schedule, to an extension of the coverage granted by this policy with respect to any Claim which shall be made against the Directors or Officers during the Discovery Period stated in the Policy Schedule but only in respect of any Wrongful Act taking place before the expiry of the Period of Insurance. A written request for this extension, together with payment of the additional premium must be made within 15 days after the expiry of the Period of Insurance, provided that:

- a) this policy is not replaced or succeeded by any other policy affording directors and officers liability cover;
- b) any Claim made during the Discovery Period shall be considered made during the Period of Insurance.

The offer by the Insurer of renewal terms, conditions, limits of liability or premium different from those of the expiring policy shall not constitute a refusal to renew.

This extension shall not apply if this policy is terminated by the Insurer for non payment of premium.

5. EXCLUSIONS

The Insurer shall not be liable for Loss in connection with any Claim:

1. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any legal or regulatory proceedings which existed or were pending at the date stated in the Policy Schedule, or any fact, circumstance, situation, transaction or event underlying or alleged in such legal or regulatory proceedings, regardless of the legal theory or regulatory basis upon which such Claim is predicated.
2. based upon or attributable to:-
 - a) the Directors or Officers gaining any personal profit or advantage or receiving any remuneration to which they were not legally entitled;
 - b) the Directors or Officers committing any dishonest or fraudulent act or omission or any wilful violation of law;provided that this exclusion shall only apply if such profit, advantage, remuneration, act or omission is established by a court, tribunal, or by admission.
3. in consequence of any circumstance notified or claim made under any insurance which was in force prior to the Period of Insurance or which was known about by the Company or any of its Directors or Officers prior to the Period of Insurance;
4. for damage to or destruction of any tangible property or the loss of use thereof;
5. for bodily injury, sickness, disease, or mental injury or anguish or death of any person provided that this exclusion shall not apply to any Claim for emotional distress in connection with a wrongful termination of employment, discrimination or harassment claim by any employee of the Company;

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6. arising from or attributable to or in any way involving any violation or alleged violation of the Securities Act 1933 or the Securities Exchange Act of 1934, including any amendment or re-enactment thereof, or any similar provision in any state statutory law enacted in the United States of America.

Company provided that the Claim is not that of a company which falls into the definition of a close company under Section 414 of the Income and Corporation Taxes Act 1988;
7. for an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any amendment or re-enactment thereof or any similar provision in any State statutory law enacted in the United States of America;
8. made against the Directors or Officers by a Director or Officer or the Company provided that this exclusion shall not apply to:
 - i. Defence Costs incurred in defending such a Claim;
 - ii. a Claim by a Director or Officer in respect of Employment Practices Wrongful Acts;
 - iii. a claim for contribution or indemnity in respect of a Claim first brought against a Director or Officer or the Company which is otherwise covered under the terms of this policy;
 - iv. a Claim in the form of a shareholder derivative action which has not been solicited or willingly assisted by any Director or Officer or the Company;
 - v. a Claim brought by a liquidator, administrator or administrative receiver directly or derivatively on behalf of the Company which has not been solicited or willingly assisted by the Company or a Director or Officer;
 - vi. a Claim against a Director or Officer who is a former director or officer of the
9. arising out of any activities of the Directors or Officers in relation to the direction, management or administration of pensions, including any Company-sponsored employee pension plans, trusts or programmes whether as trustees, managers, administrators, fiduciaries or otherwise;
10. directly or indirectly arising out of, based upon or attributable to or in any way involving Pollution save to the extent covered under Extension 4 (b);
11. directly or indirectly arising out of, based upon or attributable to or in any way involving ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
12. directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority;
13. arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal
- vii. a Claim made by a former director or officer of the Company.

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liability caused by fire and/or looting and/or theft). The burden of proving that any claim does not fall within this Terrorism Exclusion shall be upon the Directors or Officers and/or the Company. For the purposes of this Exclusion Terrorism means any act or acts of force or violence (whether threatened or actual) by any person or persons acting alone or on behalf of or in connection with any organisation, which is carried out for political, religious or ideological ends and is either directed towards the over-throwing or influencing of the Government de jure or de facto or to put the public or any part of the public in fear.

14. arising from or attributable to the offering of securities of the Company, other than those specifically agreed in writing by the Insurer.
15. based upon, arising out of, or in any way attributable to;
 - i. the failure to maintain or effect insurance; or
 - ii. the failure or inability of the Company or the Directors and Officers to collect or recover any amount insured under any policy issued to or on behalf of the Company or the Directors and Officers, due to the financial inability of the insurer that issued such policy to pay amount.

The Wrongful Acts or knowledge of any Director or Officer shall not be imputed to any other Director or Officer for the purpose of applying the exclusions.

6. CLAIMS PROVISIONS AND ADVANCEMENT OF DEFENCE COSTS

- a) Notice of any Claim shall be given to the Insurer as soon as is reasonably practicable and in any event within 30 days of the end of the Period of Insurance or the Discovery Period (if applicable). To notify us of a new claim please refer to the 'Useful Contact Information' section at the end of this document.
- b) In the event that a Director or Officer or the Company becomes aware of circumstances which might reasonably be expected to give rise to a Claim and provides the Insurer with notice of them pursuant to the provisions of this clause, any Claims subsequently made which arise from those circumstances shall be deemed to have been reported to the Insurer on the date when the circumstances were notified to them.
- c) The Directors or Officers and the Company shall at their own cost and in a timely fashion provide all information and assistance reasonably required to allow any Claim to be effectively investigated, defended and/or resolved.
- d) The Insurer shall have the right but not the obligation to control the defence and settlement of any Claim including the appointment of Lawyers to represent the Directors and Officers. The Directors or Officers and the Company shall, as soon as practicable, furnish the Insurer with copies of reports, investigations, pleadings, letters, legal opinions and advices, claim forms and all other papers in connection with any Claim or circumstance notified. No admission, offer, settlement, promise nor indemnity shall be made or given by the Directors or Officers or the Company without the consent of the Insurer such consent not to be unreasonably withheld. Where the same or a similar Claim is made against more than one Director or Officer or against the Company and any Director or Officer, the same lawyers shall be appointed to defend all of them unless there is a conflict of interest between them.
- e) No Defence Costs shall be incurred nor settlements made without the Insurer's consent which shall not be unreasonably withheld. Neither the Company nor any Director or Officer nor the

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- Insurer shall be required to contest any Claim unless a Queen's Counsel (to be mutually agreed upon) shall advise that the Claim should be contested.
- f) The Insurer shall advance Defence Costs on behalf of the Directors or Officers or the Company prior to the resolution of a Claim provided that such advance payments shall be repayable by the Directors or Officers or the Company to the Insurer in the event that it is determined that the Claim is not covered under the terms of this policy.
- g) **Liability Exoneration Clause**
- If a Director or Officer refuses to consent to any settlement recommendation by the Insurer and elects to contest a Claim, then the Insurer's liability for the Claim shall not exceed the amount for which the Claim could have been settled, including Defence Costs up to the date of the Directors or Officers refusal to consent.
- 7. GENERAL CONDITIONS**
- a) **Allocation**
- In the event that any Claim under this policy gives rise both to Loss which is covered under this policy and losses which are not so covered, or includes a Claim against a Director or Officer and a claim against the Company, the Insurer and the Company and the Directors or Officers shall negotiate in good faith to agree a fair and proper basis for allocation taking into consideration the relative legal exposures of the various parties. In the event that the Insurer and the Company and/or the Directors or Officers cannot agree on allocation they shall submit the dispute to a Queen's Counsel (to be mutually agreed upon) to determine a fair and proper basis for allocation having regard to the relative legal exposures of the various parties.
- b) **Takeover And Merger**
- In the event of a takeover by or merger with any other organisation or if any entity or person acquires 50% (fifty percent) or more of the voting stock of the Parent Company the insurance provided by this policy is amended to apply only to Claims arising from any Wrongful Act committed by the Directors or Officers prior to the date of such takeover, merger or acquisition.
- c) **Acquisitions**
- If during the Period of Insurance the Company acquires, directly or indirectly through any Subsidiary, a controlling interest in another company and that other company:
- i. has total assets that exceed the sum stated in the Policy Schedule, or
 - ii. has any of its securities listed on any exchange Canada or in the United States of America its territories and possessions and any state or political subdivision, or
 - iii. has revenues or assets exceeding USD5,000,000 in the USA or Canada
- then the Company shall provide the Insurer with full information in respect of the said company and agree to any additional premium and/or amendment to the provisions requested by the Insurer to obtain cover under this policy for said company.
- d) **Subsidiary Cover**
- Coverage shall only apply to Wrongful Acts committed or allegedly committed after the effective date that a Subsidiary became a Subsidiary and prior to the date any Subsidiary ceases to be a Subsidiary

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- e) Subrogation
- In the event the Insurer makes any payment under this policy it shall be subrogated to the rights of recovery of the Directors or Officers and the Company. In exercising its rights of subrogation the Insurer shall be entitled to reasonable co-operation and assistance.
- f) Company Authorisation
- The Parent Company agrees to act on behalf of all Directors or Officers with respect to the giving and receiving of notice of Claim or termination, the receipt and acceptance of any endorsements issued to form part of this policy, and the exercising of the Discovery Period option under Extension 4(c). The Directors or Officers agree that the Company shall act on their behalf.
- g) Other Insurance
- If, in respect of any Loss, the Directors or Officers are entitled to indemnification from any other source including any other valid policy of insurance or would, but for the existence of this policy be so entitled, then this policy shall apply only in excess of the amount of indemnity available from such other source or which would have been available but for the existence of this policy.
- h) Third Party Rights
- A person who is not a party to this policy may not enforce any of its terms under the Contracts (Rights of Third Parties Act) 1999.
- i) Jurisdiction And Governing Law
- This policy shall be construed in accordance with English law and any dispute arising out of or in connection with the policy, including any question regarding existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules. The arbitrator shall
- be a Queen's Counsel mutually agreed between the parties, failing which a suitable Queen's Counsel shall be appointed by the President of the LCIA Court. The place of the arbitration shall be London and the language used will be English..
- j) Assignment of Policy
- This Policy and any rights hereunder cannot be assigned without the written consent of the Insurer.
- k) Spousal Cover
- At the request of any Director or Officer as defined at paragraphs (1) and (2) of the definition of Director or Officer, the Insurer will indemnify the spouse of any such Director or Officer but only in respect of a Claim to enforce a judgement insured hereunder obtained against such a Director or Officer against the property of his or her spouse.

8. SEVERAL LIABILITY

The obligations of each insurance company and Lloyd's syndicate (including the underwriters thereof) shall be several and not joint and shall be solely to the extent of that company's or syndicate's individual subscription. No such company or syndicate shall be responsible for the subscription of any other such company or syndicate who for any reason does not satisfy all or part of its obligations hereunder.

Useful Contact Information

Claims

In the event of any occurrence which may give rise to a claim, please contact your broker or alternatively you can contact us direct on the claims number below.

Office Hours Claims Contact Number

0870 942 4606

Your Views

As part of our 'Putting You First' philosophy we are always looking at ways to improve our products and services and your views on these are extremely important to us. If you would like to give us your feedback you can do so at our website www.primarygeneral.co.uk/yourviews

Premium Finance Facility

Why not ask your broker how to make use of our premium finance facility, which will enable you to spread your premium payment over 10 months.

Other Primary General Policies

In order to find out about other products and services available from Primary General please speak to your broker or visit www.primarygeneral.co.uk

Additional Services

Supplementary to the covers provided by the Policy, if your Office Insurance Policy is placed with Primary General, you can also benefit from the following additional covers and services:

Signatures

Primary General Office Insurance Policyholders automatically benefit from our Signature Covers. This briefly comprises of:

- Commercial Legal Protection Cover, including Contract Disputes Cover.
- Executive Incapacity Cover for the Key Person in your Business, with options to include other Key Personnel.
- Equipment Breakdown on all your Computers, Security Equipment and the like as well as all other infrastructural Equipment.

Please speak to your Broker regarding our Signatures Policy Covers or visit www.primarygeneral.co.uk for further details.

Employment and Health & Safety Support

All Primary General Office Policyholders, also get free Online Support and Telephone Advice-Lines to guide them through any issues you may have on Employment (HR) and Health & Safety. All you need to do is register at www.primarygeneral.co.uk/employment+H&S within 4 weeks of commencement of your Office Insurance Policy. Alternatively please contact your Broker for further details.

contact

Your local contact will be happy to answer any further questions you have on Primary General.



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W: www.primarygeneral.co.uk

Primary General Insurance Limited
Registered in England and Wales. Registered No. 4401961
Registered Office: 76 Shoe Lane, London, EC4A 3JB
Primary General Insurance Limited is authorised and regulated by the Financial Services Authority

