
W.R. Berkley Insurance (Europe), Limited

**RESIDENTIAL BLOCK MANAGEMENT COMPANY
DIRECTORS & OFFICERS LIABILITY AND COMPANY LIABILITY
INSURANCE POLICY**

Wisdom
Entity

IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.

Registered Office: 40 Lime Street, London EC3M 7AW
Registered in England & Wales 4681277

NOTICE TO THE INSURED

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact ourselves at the following address:

Compliance Officer,
W.R. Berkley Insurance (Europe), Limited
2nd Floor
40 Lime Street
London
EC3M 7AW

If you are not satisfied with the way a complaint has been dealt with you have the right to request that the Financial Ombudsman Service ("FOS") review your case. Their address is:

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

Telephone: 0845 080 1800

www.financial-ombudsman.org.uk

There are, however, some circumstances in which the FOS is not empowered to consider complaints.

If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

INDEX

Item	Page
INSURING CLAUSES	3
EXTENSIONS	3
DEFINITIONS	4
DISCOVERY PERIOD	6
EXCLUSIONS	6
LIMIT OF LIABILITY	8
RETENTION	8
CLAIMS AND NOTICE PROVISIONS	8
GENERAL CONDITIONS	9
SCHEDULE	12

Directors & Officers Liability and Company Liability Insurance Policy

PREAMBLE

In consideration of the payment of the premium and subject to all terms, conditions and limitations of this Policy, the INSURER and the INSURED and the COMPANY agree as follows:

1 INSURING CLAUSES

1.1 Directors & Officers Liability

The INSURER shall pay on behalf of the INSURED any LOSS resulting from any CLAIM which is first made against the INSURED during the POLICY PERIOD and notified to INSURERS in accordance with the terms of this Policy, except when and to the extent that the COMPANY has indemnified the INSURED.

1.2 Company Reimbursement Liability

The INSURER shall pay on behalf of the COMPANY any LOSS resulting from any CLAIM which is first made against an INSURED during the POLICY PERIOD and notified to INSURERS in accordance with the terms of this Policy, but only when and to the extent that the COMPANY has indemnified the INSURED.

1.3 Company Liability

The INSURER shall pay on behalf of the COMPANY any LOSS resulting from any CLAIM which is first made against the COMPANY during the POLICY PERIOD and notified to INSURERS in accordance with the terms of this Policy

2 EXTENSIONS

2.1 Retired Director and Officer

If the COMPANY does not renew or replace this Policy with any other policy affording Directors and Officers liability coverage, the INSURER shall provide an extension of this Policy for seventy-two (72) months from the end of the POLICY PERIOD to any INSURED who voluntarily retired from the COMPANY during the POLICY PERIOD other than as a result of a TAKEOVER but only with respect to the cover provided by Sections 1.1 and 1.2 and only with respect to a WRONGFUL ACT committed by such INSURED prior to their date of retirement. This extension shall run concurrently with any Discovery Period provided by this Policy and there shall be no separate or additional Limit of Liability.

2.2 Legal Representation Expenses

This Policy shall extend to include any reasonable and necessary legal fees, costs, expenses or related professional fees incurred by or on behalf of an INSURED (but not including any remuneration of any INSURED) with the prior written consent of the INSURER in connection with a FORMAL INVESTIGATION first ordered or commissioned and notified to the INSURER during the POLICY PERIOD.

2.3 Health & Safety Investigations / Corporate Manslaughter

Notwithstanding Section 5.1, this Policy shall extend to include any reasonable legal fees, costs, expenses or related professional fees incurred by or on behalf of an INSURED or the COMPANY (but not including any remuneration of any INSURED) arising from a HEALTH AND SAFETY INVESTIGATION first ordered or commissioned and notified to the INSURER during the POLICY PERIOD.

2.4 Spousal Liability

This Policy shall extend to include any spouse or civil partner (or the equivalent in any jurisdiction) of an INSURED but only for a CLAIM arising solely out of their status as such and only where such CLAIM seeks damages from marital community property, jointly held property or property transferred from the INSURED to the spouse or civil partner.

3 DEFINITIONS

In this Policy the words in capitals shall have the following meaning:

3.1 APPROVED PERSON

means a natural person employed by the COMPANY to whom the Financial Services Authority has given its approval to perform one or more of controlled functions 1-20 for the COMPANY pursuant to Section 59 of the Financial Services and Markets Act 2000.

3.2 CLAIM

means:

- 3.2.1 any written demand for monetary damages or non-monetary relief
- 3.2.2 any civil or arbitration proceedings
- 3.2.3 any criminal proceedings
- 3.2.4 any formal administrative or regulatory proceedings

against an INSURED or the COMPANY for a WRONGFUL ACT or

- 3.2.5 any NATIONAL INSURANCE CONTRIBUTIONS CLAIM

against an INSURED for a WRONGFUL ACT.

More than one CLAIM arising out of the same WRONGFUL ACT shall be deemed to constitute a single CLAIM first made at the time the earliest such CLAIM was deemed first made.

3.3 COMPANY

means the Residents Association named in Item 2 of the Schedule and any SUBSIDIARY.

3.4 DEFENCE COSTS

means reasonable and necessary fees, costs and expenses which, with the prior written consent of the INSURER (such consent not to be unreasonably withheld) are incurred in the investigation, adjustment, defence, settlement or appeal of any CLAIM, and includes the cost of constitution of appeal bonds and/or security for costs or their equivalent in any jurisdiction. DEFENCE COSTS shall not include salaries, wages, fees, overheads or benefit expenses of any INSURED.

3.5 EMPLOYMENT PRACTICES CLAIM

means a CLAIM based upon or arising out of an actual or alleged, wrongful or unfair, employment related: discipline, dismissal, discharge or termination of employment, breach of an oral or written contract, misrepresentation, discrimination, harassment, failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation or infliction of emotional distress.

3.6 FORMAL INVESTIGATION

means the legally required attendance by an INSURED at any official investigation, examination, inquiry or other similar proceeding into the conduct of such INSURED in relation to the affairs of the COMPANY.

3.7 HEALTH AND SAFETY INVESTIGATION

means any official investigation, examination, inquiry or other similar proceeding arising from alleged involuntary manslaughter, constructive manslaughter or gross negligence manslaughter or a breach of the Health and Safety at Work Act 1974 or similar legislation in any jurisdiction.

3.8 INSURED

means a natural person who was, now is or becomes during the POLICY PERIOD:

- 3.8.1 a director, officer, manager or trustee of the COMPANY or the equivalent in any other jurisdiction
- 3.8.2 an employee of the COMPANY, but only if such employee is:
 - i named as a co-defendant with a director or officer of

- ii the COMPANY, or
 - iii is acting in a supervisory or managerial capacity, or named in an EMPLOYMENT PRACTICES CLAIM.
- 3.8.3 an APPROVED PERSON or SHADOW DIRECTOR in their capacity or solely by reason of their status as such
- 3.8.4 the estates, heirs, legal representatives or assigns of a person defined in another sub-paragraph of this Section in the event of that persons death, incapacity, insolvency or bankruptcy.

External auditors appointed in accordance with Section 384 of the Companies Act 1985, liquidators, receivers or administrators are not INSURED.

- 3.9 INSURER** means W.R. Berkley Insurance (Europe), Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 223981)
- 3.10 LOSS** means damages, judgments (including the award of pre-judgment and post-judgment interest and the award of claimant's costs) for which the INSURED or the COMPANY is legally liable resulting from a CLAIM and includes settlements entered into with INSURER'S prior written consent (such consent not to be unreasonably withheld) and includes DEFENCE COSTS. LOSS does not include taxes, fines, penalties, punitive, exemplary, aggravated or multiplied damages, or any CLAIM arising as a result thereof, or any CLAIM deemed uninsurable by law, except for exemplary or aggravated damages arising from any CLAIM for libel, slander or defamation where insurable by law.
- 3.11 NATIONAL INSURANCE CONTRIBUTIONS CLAIM** means a claim under section 121(c) of the Social Security Administration Act 1992 for the total amount of any unpaid corporate contribution to the National Insurance Fund, plus interest, but solely where such corporate contribution was not paid due to the financial insolvency of the COMPANY.
- 3.12 POLICY PERIOD** means the period stated in Item 4 of the Schedule.
- 3.13 POLLUTANT** means, but is not limited to, any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, nuclear or radioactive material, chemicals, and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
- 3.14 POLLUTION** means the actual, alleged or threatened discharge, release, escape, disposal of, or exposure to POLLUTANT, or any request, direction or order that the INSURED or COMPANY tests for, monitors, cleans up, removes, contains, treats, detoxifies, neutralises or in any way responds to or assesses the effect of POLLUTANT, or any voluntary decision or omission to do so.
- 3.15 SHADOW DIRECTOR** means a natural person acting as a Shadow Director as defined in Section 251 of the Companies Act 2006, or the equivalent in any jurisdiction.
- 3.16 SUBSIDIARY** means any entity in respect of which the COMPANY, at the commencement of the POLICY PERIOD:
- 3.16.1 controls the composition of the board of Directors, or
 - 3.16.2 controls more than half the voting power, or
 - 3.16.3 holds more than half of the issued share capital, or
 - 3.16.4 any joint venture or entity over which the COMPANY

directly or indirectly exercises management control.

3.17 TAKEOVER

means the:

- 3.17.1 acquisition by another entity or person, or group of entities or persons acting in concert, of 50% (fifty percent) or more of the issued share capital of the COMPANY, or
- 3.17.2 merger of the COMPANY into another entity such that the COMPANY is not the surviving entity.

3.18 WRONGFUL ACT

means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of trust or breach of duty committed or attempted by the COMPANY or by an INSURED in their capacity as such.

4 DISCOVERY PERIOD

If the INSURER refuses to renew this Policy or the COMPANY chooses not to renew this Policy, the COMPANY shall have the right to purchase, upon payment of the additional premium stated in Item 8.b of the Policy Schedule, an extension of this Policy for the period described in Item 8.a. of the Schedule, for any CLAIM first made or deemed to be made during such period for WRONGFUL ACTS committed or alleged to have been committed prior to the commencement of this Discovery Period, provided that:

- 4.1 The INSURED or the COMPANY does not effect Directors and Officers Liability Insurance or similar insurance with any other insurer, underwriter or similar entity, and
- 4.2 Written notice of the COMPANY'S election to purchase this Discovery Period and the additional premium specified in Item 8.b. of the Policy Schedule are received by the INSURER within thirty (30) days following expiry of the Policy Period stated in Item 4 of the Schedule, and
- 4.3 The COMPANY shall not have the right to purchase a Discovery Period in the event of a TAKEOVER, and
- 4.4 There is no separate or additional Limit of Liability for any Discovery Period.

The Discovery Period is non-cancellable and the entire premium shall be fully earned at its commencement. Any Discovery Period purchased shall lapse immediately upon a similar Policy being obtained, without any obligation upon the INSURER to return any portion of the premium.

5 EXCLUSIONS

The following Exclusions 5.1 to 5.8 inclusive apply to Sections 1.1, 1.2 and 1.3

The INSURER shall not be liable to make any payment in connection with any FORMAL INVESTIGATION or HEALTH AND SAFETY INVESTIGATION, or of LOSS in connection with any CLAIM:

5.1 Bodily Injury and/or Property Damage

For any actual or alleged bodily injury, death, sickness, disease, emotional distress, mental anguish, injury, or defamation of any person, or damage to or destruction of any tangible property including loss of use. This exclusion shall not apply to emotional distress or mental anguish arising from an EMPLOYMENT PRACTICES CLAIM.

5.2 Pension Trustees

For any actual or alleged violation of the responsibilities, obligations or duties imposed under the Pensions Act 1995 or any similar provision of any statutory, civil or common law or any other

jurisdiction applicable to trustees, fiduciaries or administrators of any superannuation scheme, programme, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained to provide benefits to employees.

5.3 Prior Claims and Circumstances

Based upon, arising out of or attributable to:

- 5.3.1 any litigation or proceeding instigated or in existence prior to the date stated in Item 7 of the Schedule or which arises from the same or essentially the same facts as alleged in such pending or prior litigation or proceeding, or
- 5.3.2 any WRONGFUL ACT or series of related WRONGFUL ACTS alleged in any CLAIM, circumstance or any investigation of which notice has been given, or should have been given, under any policy existing or expired before or on the inception date of this Policy.

For the purpose of this exclusion, the term 'litigation or proceeding' shall include, but not be limited to, any civil or criminal proceeding as well as any administrative or regulatory proceeding or official investigation or arbitration or adjudication.

5.4 Pollution

Based upon, arising out of or attributable to POLLUTION, provided that if such CLAIM is brought or maintained entirely outside of, and not subject to the laws of the United States of America or Canada or any territories or possessions thereof, this exclusion shall not apply to:

- 5.4.1 that part of LOSS which constitutes DEFENCE COSTS subject to the sub-limit stated in Item 5.a. of the Schedule, or
- 5.4.2 any CLAIM instigated by any shareholder or group of shareholders of the COMPANY in the name of the COMPANY without the solicitation, participation or assistance of the INSURED or the COMPANY.

5.5 Illegal Profits and/or Deliberate Acts

- 5.5.1 Based upon, arising out of or attributable to any actual dishonest, fraudulent or malicious act of any INSURED or the COMPANY in the event the foregoing is established by final adjudication by a Court or tribunal or by formal written admission by such INSURED.
- 5.5.2 based upon, arising out of or attributable to any INSURED or the COMPANY gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled in the event the foregoing is established by final adjudication by a Court or tribunal or by formal written admission by such INSURED.

5.6 North America

Arising out of the activities of the COMPANY in the United States of America or Canada or where legal or regulatory proceedings are brought in the United States of America or Canada, or outside the United States of America or Canada to seek enforcement or the upholding of a judgement or order made in the United States of America or Canada.

5.7 Professional Services

Based upon, arising out of or attributable to any breach of any professional services or duty by any INSURED or the COMPANY.

5.8 Closely Held

Made by or on behalf of any person or entity holding beneficially or otherwise more than 20% of the issued share capital of the COMPANY whether such CLAIM is made in the name of the COMPANY or not.

The following Exclusions 5.9 to 5.12 inclusive apply to Section 1.3 only:

The INSURER shall not be liable to make any payment in connection with any FORMAL INVESTIGATION or HEALTH AND SAFETY INVESTIGATION, or of LOSS in connection with any CLAIM:

- | | |
|---|--|
| 5.9 Breach of Contract | For any actual or alleged breach of contract or agreement, either written or oral, except to the extent the COMPANY would be liable in the absence of such contract or agreement. |
| 5.10 Intellectual Property | For any actual or alleged libel or slander, invasion of privacy, plagiarism, breach of copyright or trademark or infringement of patents, database rights, registered design or design rights. |
| 5.11 Price Fixing | For any breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices. |
| 5.12 Employment Practices Claims | Based upon, arising out of or attributable to any EMPLOYMENT PRACTICES CLAIM |
| 6 LIMIT OF LIABILITY | |
| 6.1 Aggregate Limit of Liability | The Limit of Liability stated in Item 5. of the Schedule is the aggregate limit of the INSURER'S liability for all LOSS under this Policy including payments made by the INSURER in connection with any FORMAL INVESTIGATION or HEALTH AND SAFETY INVESTIGATION under this Policy. |
| 6.2 Sub-limits | <p>Any sublimit specified within this Section 6.2 or elsewhere in this Policy shall be the INSURER'S maximum aggregate liability under such sub-limit irrespective of the number of CLAIMS under this Policy, the amount claimed or the number of insured parties named in any CLAIM.</p> <p>A sub-limit applies in respect of CLAIMS under Section 1.3 of this Policy, this sub-limit shall be the amount stated in Item 5.b. of the Policy Schedule</p> <p>Any sub-limit shall be part of and not in addition to the aggregate Limit of Liability shown in Item 5 of the Schedule.</p> |
| 7 RETENTION | |
| | <p>INSURERS shall only be liable under Section 1.2. to pay LOSS, in excess of the amount stated in Item 6. a. of the Policy Schedule which amount applies to each and every CLAIM. This retention is to be borne by the COMPANY and is not to be insured.</p> <p>INSURERS shall only be liable under Section 1.3. to pay LOSS, in excess of the amount stated in Item 6. b. of the Policy Schedule which amount applies to each and every CLAIM. This retention is to be borne by the COMPANY and is not to be insured.</p> |
| 8 CLAIMS AND NOTICE PROVISIONS | |
| 8.1 Notice of Claim | The INSURED and/or the COMPANY shall, as a condition precedent to the INSURER'S liability, give to INSURERS notice in writing of any CLAIM as soon as reasonably possible and in any event within 30 days of the end of the POLICY PERIOD. Such notice must be addressed to Financial Lines Claims, W. R. Berkley Insurance |

(Europe), Limited, 2nd Floor, 40 Lime Street, London EC3M 7AW.

8.2 Notice of Circumstances

The INSURED and/or the COMPANY shall, as a condition precedent to INSURER'S liability, give to INSURERS notice in writing of any circumstances which might reasonably be expected to give rise to a CLAIM against an INSURED or the COMPANY, including the reasons for the anticipation of such CLAIM, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent CLAIM arising out of the notified circumstances shall be deemed to have been made at the time of the notice to INSURERS.

8.3 Defence of Claims

8.3.1 It is a condition precedent to INSURER'S liability that in the event of a CLAIM or circumstances which might reasonably be expected to give rise to a CLAIM the INSURED and the COMPANY shall give INSURERS such information and co-operation as INSURERS may reasonably require and shall not disclose to anyone the existence of this Policy without INSURERS written consent, unless required by law.

8.3.2 It is a condition precedent to INSURER'S liability that neither the INSURED nor the COMPANY shall admit liability for or attempt to settle any CLAIM or incur any DEFENCE COSTS without the prior written consent of INSURERS who shall be entitled at any time to take over and conduct in the name of the INSURED and the COMPANY the defence or settlement of any CLAIM or to prosecute in the name of the INSURED and the COMPANY for their own benefit any claim for payment indemnity or damages or otherwise against any third party. No action shall be taken which might prejudice INSURERS.

8.4 Contest of Claims

8.4.1 Neither the INSURED nor the COMPANY shall be required to contest any legal proceedings unless Counsel (to be mutually agreed upon by the INSURED and the COMPANY and INSURERS) shall advise that such proceedings should be contested.

8.4.2 INSURERS shall be entitled to nominate a solicitor and, if appropriate a barrister, to represent the INSURED or the COMPANY.

8.5 Allocation of Loss

The INSURER shall advance DEFENCE COSTS on an ongoing basis prior to the final payment or settlement of any CLAIM. In the event that there is no cover under the Policy, the INSURED or the COMPANY shall repay such advanced payments made by INSURERS immediately and the Limit of Liability stated in Item 4a of the Schedule shall be reduced by such amount until repaid to INSURERS.

With respect to those CLAIMS made which include both covered and uncovered LOSS, the COMPANY and INSURERS agree to use their best efforts to determine a fair and proper allocation of the amount as between the COMPANY and the INSURED and INSURERS.

If the INSURED and the COMPANY and the INSURER cannot agree on an allocation between covered and uncovered LOSS the matter shall be submitted to binding arbitration before a panel, which shall consist of one arbitrator selected by the INSURED and the COMPANY, one arbitrator selected by the INSURER, and a third independent arbitrator selected by the first two arbitrators.

9	GENERAL CONDITIONS	The following general conditions apply to this Policy
9.1	Territory	This Policy shall apply to CLAIMS made and WRONGFUL ACTS committed worldwide excluding United States of America and/or Canada subject to the terms and conditions of this Policy.
9.2	Severability	9.2.1 For the purpose of determining the applicability of any Exclusions, the WRONGFUL ACT of any INSURED or the COMPANY shall not be imputed to any other INSURED. 9.2.2 The Proposal shall be construed as a separate Proposal by each INSURED and the COMPANY and no statements or knowledge possessed by any INSURED shall be imputed to any other INSURED or the COMPANY to determine whether cover is available for such other INSURED or the COMPANY.
9.3	Other Insurance	If the INSURED or the COMPANY is or would (but for the existence of this Policy) be entitled to cover under any other Policy, (unless such other insurance is written only as specific excess insurance over the Limit of Liability provided by this Policy) in respect of any CLAIM, FORMAL INVESTIGATION or HEALTH AND SAFETY INVESTIGATION, the INSURER shall not be liable for LOSS other than in excess of any amount that is or would (but for the existence of this Policy) have been payable under any other such Policy.
9.4	Contracts (Rights of Third Parties) Act 1999	Any 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.
9.5	Assignment of Interest	Assignment of interest under this Policy shall not bind the INSURER unless the INSURER'S consent to such assignment is endorsed to this Policy.
9.6	Takeover	If during the POLICY PERIOD a TAKEOVER occurs the coverage under this Policy shall continue until the end of the Policy Period specified in Item 4 of the Schedule, but only with respect to CLAIMS for WRONGFUL ACTS prior to the date of the TAKEOVER.
9.7	Subrogation and Recovery	In the event the INSURER makes any payment under this Policy, the INSURER shall be subrogated to all the INSURED and COMPANY'S rights of recovery, including without limitation the INSURED PERSON'S right to indemnification or advancement from the COMPANY. In no event shall the INSURED or the COMPANY be entitled to recoup from recoveries any amount to satisfy any Retention until after all amounts which the INSURER is required to pay or pays under this Policy are reimbursed to the INSURER. The INSURER will not exercise any subrogation rights against an INSURED or the COMPANY unless it is established that the INSURED or the COMPANY committed a deliberate criminal act or obtained any profit or advantage to which the INSURED or the COMPANY was not entitled. Neither the INSURED nor the COMPANY shall do anything to prejudice the INSURER'S ability to assert such rights.
9.8	Notices to The Company	Any notices to the COMPANY under this Policy shall be provided to the COMPANY at the last known address and to its insurance agent or broker. If posted to the COMPANY at such address, the date of posting shall constitute the date such notice was given.
9.9	Changes	Notice to or knowledge possessed by any agent or other person acting on behalf of the INSURER shall not effect a waiver or a change in any part of this Policy or stop the INSURER from asserting any right

under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

9.10 Company Authorisation

The INSURED and the COMPANY agree that the COMPANY will act on behalf of all INSUREDS and the COMPANY with respect to this Policy.

9.11 Interpretations

In this Policy:

- 9.11.1 Descriptions in the headings are solely for convenience, and form no part of the terms and conditions of coverage, and
- 9.11.2 Singular includes the plural and vice versa, and
- 9.11.3 References to specific legislation include amendments to, and re-enactments of, such legislation and similar legislation in any jurisdiction in which a CLAIM is made, and
- 9.11.4 References to positions, offices or titles shall include their equivalents in any jurisdiction in which a CLAIM is made.

9.12 Governing Law and Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of the England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

9.13 Data Protection

It is understood by the INSURED that any information provided to INSURERS regarding the INSURED or the COMPANY will be processed by INSURERS in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

