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At Hiscox we continually review our cover to ensure it meets the needs of our customers and provides comprehensive cover at competitive rates. You will notice that we have made some changes to your insurance policy and to the documentation that you have received. Within this document we will outline the key changes we have made. The changes will apply from the point your policy renews.

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### Special definitions

<b>Bodily injury</b>	Death, or any bodily or <b>mental injury</b> or disease of any person.
<b>Employee</b>	<ol style="list-style-type: none"><li>1. Any person employed under a contract of service/ contract of employment with <b>you</b>.</li><li>2. Any person seconded to <b>you</b>.</li><li>3. Any applicant or candidate for employment with <b>you</b>. Employee does not include any agency worker placed with a client of <b>yours</b> in respect of any <b>claim</b>.</li></ol>
<b>Employment claim</b>	Any <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant a fixed term/ specified purpose employee with a contract of indefinite duration, harassment (including sexual harassment), unlawful discrimination (including victimisation), less favourable treatment, failure to provide adequate employee procedures and policies, retaliation and/or penalisation of any kind, defamation, invasion of privacy arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective <b>employee</b> .
<b>Insured person</b>	<ol style="list-style-type: none"><li>3. Any shadow director as defined under Section 221 of the Companies Act 2014.</li></ol>
<b>Outside entity</b>	<ol style="list-style-type: none"><li>1. Any organisation other than <b>you</b> that is tax exempt and not for profit; or</li><li>2. a. any company registered outside of the Republic of Ireland or United Kingdom of Great Britain and Northern Ireland, the Channel Islands or Isle of Man;</li></ol>
<b>Property damage</b>	The loss, damage or destruction of any tangible property including loss of use of such property.
<b>Subsidiary</b>	An entity: <ol style="list-style-type: none"><li>2. domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man which <b>you</b> acquire during the <b>period of insurance</b>:<ol style="list-style-type: none"><li>a. where the turnover at the date of acquisition is less than 20% of <b>your</b> existing turnover; and</li><li>b. where the acquired entity’s business is the same as <b>yours</b>; and</li></ol></li></ol>



## Management liability – Directors and Officers’ Liability

### Summary of changes

which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

#### Wrongful act

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

5. reckless trading under Section 610 of the Companies Act 2014;

#### You/your

Also includes a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:

1. is not domiciled in the United States of America or Canada; or
2. does not trade any of its **securities** on any United States of America or Canada exchanges.

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## What is not covered

#### Takeovers and mergers

12. based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by an **insured person** after **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital, or where another company has the right to appoint or remove a majority of **your** board of directors.

In the event of a **subsidiary** ceasing during the **period of insurance** to be a **subsidiary** cover under this section shall be amended to apply solely to **loss** arising out of any **claim** for a **wrongful act** committed by an **insured person** prior to the effective date of sale or dissolution.

#### War, terrorism, nuclear, asbestos or space perils

15. directly or indirectly due to, contributed to by, or resulting from or in connection with **war, terrorism, nuclear risks, asbestos risks** or **space perils**.

#### Cyber incident

16. directly or indirectly due to, contributed to by, resulting from or in connection with any:
  - a. **cyber attack**;
  - b. **hacker**;
  - c. **social engineering communication**;
  - d. any fear or threat of 16.a. to 16.c. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 16.a. to 16.d. above.

#### Computer or digital technology error

17. directly or indirectly due to, or contributed to by, resulting from or in connection with any **computer or digital technology error**.

#### Personal data claims

18. relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.

However, this does not apply to any covered **claim** or part of a covered **claim** made against an **insured person** by a data subject where such claim arises directly from your role as an **insured person** and which is not otherwise excluded by What is not covered, 16. Cyber incident above. The most we will pay in relation to any such covered **claim(s)** is the special limit stated in the schedule for **personal data** claims.

## Management liability – Directors and Officers’ Liability

### Summary of changes

- Infrastructure interruption
19. directly or indirectly due to any failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.

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### Special conditions

- General terms
- The General definitions, General conditions and General claims conditions set out in the General terms and conditions, as applicable, all apply equally to each **insured person** and to **you**, except for the General condition relating to premium payment which applies only to **you**.
- General condition 1, paragraph 2 and General claims condition 2 of the General terms and conditions - non-consumers shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or misrepresentation or fraud.
- General condition 2. of the General term and conditions - non-consumers shall not apply to this section.
- General condition 5. Cancellation of the General terms and conditions - non-consumers shall only apply to this section at the end of the **period of insurance** or the anniversary date whichever comes first.
- You** agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.
- Information provided by an insured person
- All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.
- Extended notification period
- If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, receivership, examinership, liquidation or insolvency, **you** or any **insured person** may purchase an extended notification period of 12 months upon payment of 75% of the full annual premium.
- If **you** do so, the first paragraph of item 1 under **Your obligations** in this section will then be amended to:
- We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:
- This extended notification period is only available if:
1. **we** receive written notice of purchase from **you** or an **insured person** and the premium within 30 days following the end of the **period of insurance**; and
  2. this section of the **policy** is not replaced or succeeded by any other policy providing directors and officers’ liability cover; and
  3. at the end of the **period of insurance**, **you** have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.



## Management liability – Directors and Officers’ Liability

### Summary of changes

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium if **you** or any **insured person** cancels the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

**You** or any **insured person** will not have the right to purchase an extended notification period if:

1. **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital; or
2. if cover under this section is continued solely as a result of the former directors special condition; or
3. if this section or the **policy** is cancelled.

#### Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** committed by any individual **insured person** subsequent to the buy-out.

We will only provide such cover if the new company is domiciled in the Republic of Ireland.

This cover will only apply excess of any other insurance and indemnification available from any other source.

#### Control of defence

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

This is a duty to defend section. This means that **we** have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim** or response to any **investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **investigation**.

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

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

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

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

**We** have no duty to defend **you** or an **insured person** against any **claim** or **investigation** where **we** pay **you** or the **insured person** the applicable limit of indemnity as described in **How much we will pay**, paying out the limit of indemnity.

**Our** duty to make any payment under this section arises only after the applicable excess is fully paid. The **excess** will only be eroded by the covered parts of a **claim** or **investigation**.