AXA

XL Insurance

Angel Risk Management

Policy Summary

Angel Directors and Officers &/or Trustees Liability Insurance

Including Extensions – CLL &/or Organisational Liability &/or Professional Liability &/or EPL

Form ADOTL 11/23

Directors and Officers &/or Trustees Liability Policy Summary

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

Who is the Insurer?

This insurance is underwritten by AXA XL Insurance Company UK Limited under a facility administered by Angel Risk Management. AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

About this Insurance

This is a Directors and Officers &/or Trustees Liability policy.

When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

Law and Jurisdiction

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

Where Are You Covered?

This insurance offers worldwide cover excluding USA and Canada.

Policy Duration – When Does Your Cover Start and End?

This insurance cover is valid within the time, dates and covered jurisdictions stated on the Policy Schedule.

What Are Your Obligations?

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example, we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancelling This Insurance” section of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

Significant Features and Benefits

- We will pay on behalf of the director and/or trustee loss arising from a claim against the director and/or trustee in their capacity as such provided that the claim is first made during the period of insurance; or

- We will pay on your behalf any sums that you have paid to or are held liable to pay the director and/or trustee by way of an advancement or reimbursement in relation to the director's and/or trustee's liability or an employment practices wrongful act provided that the claim is first made against the director and/or trustee during the period of insurance or discovery period if applicable.

- We will pay on your behalf the shareholders derivative costs.

- We will pay defence costs incurred by the director and/or trustee in connection with an identity theft claim first made during the period of insurance up to the aggregate amount stated in the Schedule.

Extensions:

- Additional Excess Protection for your Board
- Automatic Acquisition Cover
- Corporate Legal Liability and/or Organisational and Professional Liability Extension
- Corporate Manslaughter
- Difference in Conditions
- Discovery Period
- Emergency Costs
- Outside Boards
- Personal Appointments
- Regulatory Crisis Costs
- Retirement Run-off
- Spouse/Estates
- Takeovers and Mergers Run-off

Significant or Unusual Exclusions or Limitations

Please see the policy wording for the full terms and conditions.

- Asbestos
- Communicable Disease
- Cyber
- Death or Bodily Injury
- Employee Benefit
- Fraud and Dishonesty
- Known Claim or Circumstance
- Nuclear
- Other Insurance
- Pollution
- Professional Liability
- Property Damage
- Terrorism
- War

How Do You Cancel?

(a) **Cooling-Off**

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within fourteen (14) days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

(b) **Cancellation by Insured**

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

(c) **Cancellation by Insurer**

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Angel Risk Management Limited
Marlborough House
Victoria Road South
Chelmsford
Essex
CM1 1LN
United Kingdom

Telephone Number: +44 (0)1245 343630
Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.

How Do You Make A Complaint?

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times.

If you have any questions or concerns about the policy or the handling of a claim please contact your broker through whom this policy was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Email:	complaint.info@financial-ombudsman.org.uk	
Telephone Number:	**From within the United Kingdom**	
	0800 0234 567	calls to this number are free on mobiles and landlines
	0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers
	From outside the United Kingdom	
Telephone Number:	+44 (0)20 7964 0500	
Fax Number:	+44 (0)20 7964 1001	
Text Number:	07860 027 586	Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: https://financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: https://fscs.org.uk

Fair Processing Notice

(a) **AXA XL Insurance Company UK Limited**

This Privacy Notice describes how AXA XL Insurance Company UK Limited (for the purpose of this notice "**We**", "**Us**" or the insurer) collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when we are providing our insurance and reinsurance services.

The information provided to the insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com .

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: http://axaxl.com/privacy-and-cookies.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

(b) **Angel Risk Management Limited**

For information about how Angel Risk Management Limited processes your personal information, please see our full privacy notice at: https://www.angelriskmanagement.com/privacypolicy



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