

## **THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

### **Corporate Liability and Employment Practices Extension**

It is hereby understood and agreed that the policy is amended to include the following.

Section 3, **DEFINITIONS** item 3.22 is amended to read as follows

3.22 "**Wrongful Act**" means:

- (i) any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by an **Insured** acting in his or her capacity as a director or officer of the **Company** or any allegation made against the **Insured** by reason of his or her capacity as a director or officer of the **Company**; or
- (ii) any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by the **Company**.

3.8 "**Insured**" is amended to include:

- (b) any past, present or future **Employee** of the **Company**:
  - (iv) named as a defendant or co defendant in respect of an **Employment Practices Wrongful Act**.
- (e) the **Company**

3.10 "**Investigation**"

For the purposes of this extension the definition of "**Investigation**" shall include, but is not limited to, any legally required attendance by the **Company** at any official investigation into any affairs of the **Company**.

## **6 EXTENSIONS**

6.9 Additional Limit for Unindemnifiable **Loss**

In the event the total limit of indemnity becomes exhausted, **Insurers** shall pay on behalf of the **Insured** an additional limit of indemnity for **Loss** resulting from any **Claim** provided that:

- (a) the **Claim** is brought against one or more of the **Insured(s)** defined in section 3.8 (a), (b), (c) or (d) of the policy;
- (b) the **Claim** is payable under section 2.1 (a) of the policy;
- (c) the amount payable is in excess of all other applicable insurance, whether or not it actually responds;
- (d) the maximum aggregate limit of indemnity in respect of this extension shall not exceed £250,000 each **Insured** subject to an total aggregate limit of indemnity of 50% of the limit of indemnity shown in part 3.of the **Schedule**.

#### 6.10 **Defence Costs and Expenses** for Breach of Contract

The **Insurer** shall pay on behalf of the **Insured**, **Defence Costs and Expenses** resulting from any **Claim** arising from alleged breach by the **Company** of a written contract or agreement, other than any **Employment** contract, up to an aggregate sub limit of £50,000 which shall be part of the aggregate limit of indemnity stated in part 3 of the **Schedule** and in excess of:

- (a) any other potentially applicable cover, whether or not it actually responds; and
- (b) a deductible which shall be double the deductible figure specified in part 4 of the Schedule as amended by this endorsement.

### 7 **EXCLUSIONS**

The following additional exclusions apply in respect of definition 3.8 (e) only;

The **Insurer** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way connected with:-

#### 7.15 **Breach of Contract or Agreement**

any actual or alleged breach of contract or agreement, either oral or written, except to the extent as provided by extension 6.10 above.

#### 7.16 **Breach of Copyright**

any actual or alleged plagiarism or breach of copyright or trademark, patents, database rights, registered design or design rights except as provided by extension 6.10 above.

#### 7.17 **Price Fixing**

any breach of regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.

#### 7.18 **Asbestos**

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos

It is further understood and agreed that item 4) of the **Schedule** is amended to read as follows:

- 4) Deductible: Nil in respect of all **Claims**, but;
  - £2,500 shall apply to each **Claim** made against the **Company**, and;
  - £2,500 shall apply to each **Claim** made against the **Company** following an **Employment Practices Wrongful Act** (£3,500 where turnover greater than £10,000,000)

Subject otherwise to all other terms, conditions, exclusions and limitations of this insurance.