

# DIRECTORS & OFFICERS LIABILITY INSURANCE

## Insurance Product Information Document

Company: Argenta Syndicate Management Limited    Product: Directors & Officers Liability

Policy Insured by: Lloyd's Insurance Company S.A a Belgium limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium and its Firm Reference Number is 3094.

This document is a summary of the key information relating to this policy. Full pre-contractual and contractual information on the product is provided in the full policy documentation including the proposal form or statement of fact, schedule, policy document and the terms of business.

### What is this type of insurance?

This is a Directors & Officers Liability Insurance policy.



#### What is insured?

##### INSURANCE COVER A – Directors & Officers Liability

- ✓ Loss arising from any claim for an actual or alleged wrongful act against any insured person
- ✓ Legal costs arising from or associated with defending any investigation
- ✓ Indemnification for the company to the extent to which it has indemnified an insured person in connection with a claim

##### INSURANCE COVER B – Corporate Reimbursement

- ✓ Claims made against the company or its subsidiaries for legal liability arising from any actual or alleged act, error or omission
- ✓ Legal costs associated with defending any official investigation into the company's affairs

##### INSURANCE COVER C – Employment Practices Liability

Loss arising from any claim for:

- ✓ 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 tenure.
- ✓ negligent employee evaluation.
- ✓ harassment.
- ✓ unlawful discrimination.
- ✓ failure to provide adequate employee procedures and policies.
- ✓ retaliation.
- ✓ defamation.
- ✓ invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee.

Loss arising from any such acts by an insured person in their capacity as an employee for an outside entity, if acting in that capacity at your request.



#### What is not insured?

##### INSURANCE COVER A – Directors & Officers Liability

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##### INSURANCE COVER B – Corporate Reimbursement

- ✗ The excess
- ✗ Contractual Liability
- ✗ Products Liability
- ✗ Infringement of patent and copyright
- ✗ Unlawful Conduct
- ✗ Claims for bodily injury and/or property damage
- ✗ Claims brought from outside the jurisdiction of this policy.
- ✗ Pension Trustee Liability
- ✗ Claims and circumstances known at inception of cover
- ✗ Claims arising out of an offering of securities
- ✗ Pollution, other than defence costs and shareholder claims
- ✗ Professional Indemnity Claims, other than shareholder claims and arising out of allegations of failure to supervise trading Losses
- ✗ Anti-trust claims
- ✗ Loss of documents or data
- ✗ Failure of any hardware or software to function as expected or intended, or any loss or damage from the transmission of any virus, program or code

##### INSURANCE COVER C – Employment Practices Liability

- ✗ The Excess
- ✗ Your failure to act in accordance with any collective bargaining agreement.
- ✗ Any legal obligation in relation to health and safety, unemployment, social security, retirement or disability benefits.
- ✗ Any claim or circumstance you were aware of or had reported to any previous insurer.

- ✗ Any employment practice wrongful act brought outside the jurisdiction of this policy.
- ✗ Claims brought for activities performed outside of the countries listed in the schedule under geographical limits.
- ✗ Any proceedings or allegations initiated prior to the inception date or retroactive date stated in the schedule as the prior and pending litigation date.
- ✗ Any fraudulent or dishonest act or intentional breach of statute.
- ✗ Death, bodily or mental injury other than distress arising from any employment practice wrongful act.
- ✗ The use of any mechanically propelled vehicle for which compulsory employment is required.



### Are there any restrictions on cover?

- ! Please check your policy schedule for any Endorsements that may apply to your policy.



### Where am I covered?

- ✓ Please check your policy schedule for the countries listed under applicable courts and geographical limits.



### What are my obligations?

- You must answer all our questions honestly, accurately and provide true and complete information
- You must tell us of any changes in circumstances that may affect your insurance
- You must pay your premium on time
- You must take reasonable steps to prevent or reduce a loss
- You must comply with all the conditions set out in the policy
- You must tell us about any accident or event which may give rise to a claim as soon as possible



### When and how do I pay?

- The premium may be paid in one single amount by debit or credit card, or if offered, by monthly instalments (subject to a credit agreement). Please check with your broker for full payment options



### When does the cover start and end?

- The policy is for a period of one year, unless otherwise stated. Your exact policy start and end dates will be shown on your policy schedule



### How do I cancel the contract?

- You can cancel this insurance at any time by writing to us or your broker with your cancellation instructions. If there is no claim or circumstance on the policy during the current period of insurance, we will return a pro-rata proportion of your premium