



Management Protection ETraded - Charities and Not for Profit Schedule

You should read this Schedule in conjunction with Your Statement of Fact and Policy wording.

These details are a record of the information You have supplied to RSA and the cover You have selected.

It is essential that You read all of the clauses applying to Your Policy as these contain important information that is specific to Your Policy and will affect Your Policy cover.

In choosing this product and Your level of cover You have not received any personal recommendations from RSA.

A full copy of the Policy wording is available on request. Please contact your insurance intermediary if You wish to request a copy.

Policy Number: RDB00017413

Your Details

Policyholder: London Environmental Health Practitioners Trading as Alehm (the Association of London Environmental Health Managers)

Policyholder's Address: 4th floor, 18 St Cross Street, London, United Kingdom, EC1N 8UN

Business: Charity

Your Intermediary

Intermediary Name: A J GALLAGHER (BELMONT)

Address: 34 Tower View, Kings Hill, Kent, ME19 4UY

Intermediary Number: GH8700

Your Policy Dates

Period of Insurance: From: 13 03 2023 To: 12 03 2024

Quote Date: 30 01 2023 **Valid Until:** 12 03 2023

Your Total Premium Information

Premium: £1,206.51 **Insurance Premium Tax:** £144.78

Total Amount Due: £1,351.29



Reason for Issue: Quotation for Renewal

Trustee Liability

Limit of Indemnity £1,000,000 - Any One Claim

Your Contribution £0 - Each and Every Claim or Loss as applicable

35,000 USD Each and Every Loss as applicable in North America

Corporate Liability

Limit of Indemnity £100,000 - Any One Claim

Your Contribution £2,500 - Each and Every Claim or Loss as applicable

35,000 USD Each and Every Loss as applicable in North America

Employment Practice Liability

Limit of Indemnity £100,000 - Any One Claim

Your Contribution £7,500 - Each and Every Claim or Loss as applicable

Fidelity Cover

Limit of Indemnity £50,000 - Aggregate

Your Contribution £2,500 - Each and Every Claim or Loss as applicable

Additional Terms and Conditions

Any clauses detailed below are subject otherwise to the terms and conditions of the Policy.

The following clauses apply to Your Policy:



Cyber Risks Endorsement

Loss (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a **Cyber Act** or **Cyber Incident** will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this **Policy**.

Notwithstanding the above, this **Policy** shall not cover any payment for **Loss** resulting from a **Claim** made against the **Company**, any of its subsidiaries or any other **Insured** entity, for, alleging, arising out of, based upon, attributable to, or involving in any way any **Cyber Act** or any **Cyber Incident**.

It is also understood and agreed that;

- a) II. Corporate Liability, C Corporate Liability Extensions, 3 Cyber Liability is deleted
- b) VIII. Policy Definitions, Definition U Employment Wrongful Act is restated to read as follows

U Employment Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed by any one or more Insured Persons in their capacities as such against any past, present or prospective Employee, Director or partner of Yours, in connection with any:

- 1) wrongful, unlawful or unfair dismissal, discharge or termination of employment;
- 2) breach of any written or oral employment contract or quasi-employment contract;
- 3) employment-related misrepresentation;
- 4) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability);
- 5) violation or non-compliance with legislation regulating working hours;
- 6) wrongful failure to employ or promote;
- 7) wrongful demotion;
- 8) wrongful discipline;
- 9) wrongful deprivation of a career opportunity;
- 10) failure to grant tenure;
- 11) failure to adopt adequate workplace or employment policies and procedures;
- 12) Retaliatory treatment of whistleblowers or others;
- 13) negligent evaluation;
- 14) employment-related libel, slander, humiliation and defamation;
- 15) failure to furnish accurate job references;
- 16) employment-related wrongful infliction of mental anguish or emotional distress; or
- 17) breach of any obligation which has been transferred to the Company by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2014 or the EC Acquired Rights Directive, save for any obligation which existed at or prior to the date of transfer.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the



aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Company** or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Fidelity Policy Section Ransomware Exclusion

This exclusion is applicable to IV. Fidelity Policy Section only and takes priority over any other provision in the Fidelity Policy Section.

The **Insurer** shall not be liable for any loss, damage, costs, expenses, **Ransom** or any other amount caused by, resulting from or arising out of **Ransomware** or **Denial of Service** or the threat or hoax thereof.

Definitions

Ransom means a demand for payment of money, including cryptocurrency or digital currency, or other valuable consideration, made by a third party holding itself out as responsible for an actual or threatened **Ransomware** or **Denial of Service** attack.

Ransomware means the introduction of malware or code directly or indirectly causing unauthorised:

1. total or partial blocking of access to, disruption of normal operations of, **Computer System(s)**; or
2. encryption, corruption, acquisition transmission or publication of, **Data**
3. connected with a demand for payment of a **Ransom**.

Denial of Service means an attack implemented over the internet or network to disrupt the normal operations of, or the total or partial blocking of access to, **Computer System(s)** through excessive network traffic connected with a demand for payment of a **Ransom**.

Data means information used, accessed, processed, transmitted or stored by a **Computer System**.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **the Insured** or any other party.

RSA D&O 36: USA Blanket Exclusion

"The Insurer shall not be liable for Loss directly or indirectly based on, arising out of or in



any way involving:

A. any USA Claim;

B. the actual or attempted enforcement, upholding or registration against the Insured by any arbitrator tribunal or court outside USA of any damages or other monetary awards, orders, judgements or negotiated settlements, claimant's costs and expenses and other costs and expenses connected with or arising out of any USA Claim; or

C. any Claim brought against the Insured as a consequence of the operations of any branch or subsidiary company or Outside Entity in USA.

"

RSA D&O 45B: Professional Services Exclusion (Not For Profit & Charity)

We shall not be liable for Loss directly or indirectly based on, arising out of or in any way involving any breach of professional duty to a client, customer or other third party who relies on advice, design, specification or other professional services provided by or on behalf of the Insured.

RSA D&O I: Bodily Injury Exclusion

We shall not be liable for Loss directly or indirectly based on, arising out of, or in any way involving any Claim arising out of, directly or indirectly resulting from or in consequence of, or in any way involving bodily injury, mental anguish, emotional distress, sickness, disease or death.

Non Standard Endorsement

It is hereby noted and agreed that with effect from 20th October 2017, Professional Indemnity Limit of Liability of £100,000 has been added to the policy for Nil Additional Premium. All other terms and conditions remain unchanged.



Territorial Exclusion

Definitions

For the purposes of this endorsement, **Affected Territory** shall mean any territory:

1. under the control *de jure* or *de facto* of the Russian Federation or the Republic of Belarus, including for the avoidance of doubt those territories designated by the Russian Federation to form the Republic of Crimea and the Federal City of Sevastopol; or
2. under the control *de facto* of the Luhansk People's Republic, the Donetsk People's Republic, or of any state whether internationally recognised or otherwise proclaimed or formed during the **Period of Insurance** in or from the territory of Ukraine; or
3. under the control *de jure* or *de facto* of Ukraine and not included in items 1. or 2. above.

Jurisdictional Exclusion

Notwithstanding anything to the contrary in this policy, **RSA** shall not be liable to indemnify under this policy:

1. liability in respect of any judgement, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate at the time such liability is incurred under the laws of any **Affected Territory**, or any order made anywhere in the world to enforce judgement, award, payment, legal costs and expenses or settlement either in whole or in part; or
2. liability in respect of any judgement, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought anywhere in the world and such judgement, award, payment, legal costs and expenses or settlement is to the benefit of any party whose permanent residence, corporate registration or relevant operating location is in an **Affected Territory**; or
3. liability in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of any party whose permanent residence, corporate registration or relevant operating location is in an **Affected Territory**; or
4. liability to make any payment directly or indirectly to the government of any **Affected Territory** or to make any payment that in the reasonable opinion of **RSA** is likely to benefit the government of an **Affected Territory**, or resulting from activities that involve or benefit the government of any **Affected Territory**.

Domiciliary Exclusion

Notwithstanding anything to the contrary in this policy:

1. the term **Insured Persons** shall not include any person whose permanent residence is in an **Affected Territory**; and
2. the term **Subsidiary** shall not include any entity whose corporate registration is in an **Affected Territory**.

Business Activity Exclusion

Notwithstanding anything to the contrary in this policy, **RSA** shall not be liable to indemnify under this policy any **Claim** arising directly or indirectly out of or related to the conduct of business in or into or in respect of operations or assets situated in or directly or indirectly pursuant to the instructions of any party whose permanent residence, corporate registration or relevant operating location is situated in any territory under the control *de jure* or *de facto* of the government or any agency of an **Affected Territory**.



Your Management Protection Renewal

STATEMENT OF FACT

General Details

Policy Number: RDB00017413

Your Details

Policyholder: London Environmental Health Practitioners Trading as Alehm
(the Association of London Environmental Health Managers)

Policyholder's Address: 4th floor, 18 St Cross Street, London, United Kingdom,
EC1N 8UN

Statement Issue Date: 30 01 2023

Important Notice Concerning the Insured's Duty to make a fair presentation of the risk

Before your Management Protection Insurance takes effect You have a duty to make a fair presentation of the risks to be insured under Your Insurance Policy. A fair presentation of the risk is one:

- Which:
 - discloses to RSA every material circumstance which You know of or ought to know of; or
 - gives RSA sufficient information to put RSA on notice that We will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to RSA; and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.
- A material circumstance is one that would influence RSA's decision as to whether or not to insure You and, if so, the terms of that insurance. If You are in any doubt as to whether a circumstance is material you should disclose it to RSA.

Your Business

Please review the following information carefully.

Where You have provided this information electronically RSA have populated this for You.

Please tell RSA if any information is incorrect and provide the true position in the area provided for "Additional Information".

If You are unable to answer Yes to each question in this section please provide additional details to enable our Professional and Financial Lines underwriter to provide You with a quote.

- Your Company is: London Environmental Health Practitioners trading as Alehm (the Association of London Environmental Health Managers)
- The Policyholder was established in
- The annual turnover of the Company is £180,000

Please note that Your premium is based on the total turnover and where applicable the number of employees declared to RSA.

You must tell RSA immediately if this number has changed by more than 30% in the last 12 months.

- The assets of the Company are [undisclosed]
- The Company total net worth is (i.e. total assets of the Company exceed it's total liabilities) [undisclosed]
- Any Company does not have more than 25% of your assets or turnover in the USA or Canada or any debt or equity issued in the USA or Canada or any subsidiary companies in the USA or Canada
 - Percentage of assets declared in the USA 0.00%
 - Percentage of turnover declared to/from the USA 0.00%
- The Company has [undisclosed] Employee(s)
- The Company has [undisclosed] Location(s)

You or Your Directors, Trustees, Partners, Members, Officers or family members, paid, unpaid or on a voluntary basis, employed by the Company in a managerial or supervisory capacity or as a Director as defined under the Companies Act 2006:

- (1) has not
 - a. been declared bankrupt or insolvent or been the subject of bankruptcy proceedings in the previous 6 years
 - b. been convicted of or charged in respect of any criminal offence (other than motoring offences) in the previous 6 years
 - c. as at the Policy Inception Date have any prosecutions pending
- (2) have not been disqualified under the Company Directors Disqualification Act 1986



in the previous 6 years

Employment Practices Liability Insurance

- (3) You or any Company do use Your internal human resources department, external human resources consultants or legal advisors to review Your employment terminations
- (4) You or any Company do not anticipate any dismissal or redundancy of any Employee within the next 6 months
- (5) You or any Company does communicate employment and grievance policies in writing to all Employees

Fidelity Cover

- (6) You and Your Company segregate all duties, with dual controls for signing cheques above £2,500 and issuing instructions for disbursement of assets or funds

You confirm:

- A. You are not aware of a Claim or Loss (actual or alleged) against the Company or its Directors or Officers in relation to the risks of a similar type defined under this insurance (including extensions in cover) in the last 3 years which has not already been notified under any Policy underwritten by RSA in the last 3 years
- B. You are not aware of any circumstance which might give rise to a claim against the Company or any of its Directors or Officers in relation to the risks of a similar type defined under this insurance (including extensions in cover) in the last 3 years or which has not already been notified under any Policy underwritten by RSA in the last 3 years
- C. You or any Company have never had any
 - a. proposal for insurance refused or declined
 - b. insurance cancelled
 - c. renewal refused or declined by any insurance company
- D. You are not a subsidiary of another entity
- E. You do not have a registered legal entity outside the UK or are subject to the payment of non UK taxes
- F. You or any Company has not merged with, been acquired or acquired another entity in the previous 36 months
- G. Your auditors have not imposed any qualifications to any Company in the latest annual report and accounts (where an independent audit is required)



Important Information

Financial and Trade Sanctions

Please be aware that RSA cannot provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

Important Information about Your Declaration

This Statement of Fact and such other information together form the "Proposal".

You shall ensure that the Proposal contains such information as is reasonably necessary to enable RSA to:

- (a) properly assess the risks to be insured under this Policy; and
- (b) decide whether and, if so, to what extent that We will provide You with insurance cover in respect of such risks referred to in (a) above

If You are in any doubt as to whether any information is material, it should be disclosed. Failure to disclose such facts could invalidate the Policy from inception or result in a claim not being paid.

If any of the answers provided in this declaration are "No" or You have provided "Additional information" this Statement of Fact will need to be authorised by RSA. Upon review and acceptance of the declaration and additional information RSA will endorse the disclosure for reference.

You should keep a copy of this Statement of Fact and any other information supplied to RSA in connection with this quote.

This product is available to purchase on-line or electronically. Your on-line or electronic declaration should reflect the answers provided in this Statement of Fact and any other information supplied by You or on behalf of You.

You agree that, if any information has been provided by Your Insurance Intermediary, such person shall, for that purpose, be regarded as Your agent and acting on Your behalf and not as an RSA agent.

By accepting the declaration on-line or electronically to bind this Policy You will be



confirming that the information provided is the correct and true position.

You should check Your Statement of Fact, Schedule and Policy carefully to ensure You have the required cover and that the information is correct. Failure to do so may mean that your insurance is not valid.

Additional Information about You and any Company

Please provide any additional information below