



LLOYD'S

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# Lloyd's Insurance Company S.A. Certificate

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This contract of insurance is insured by Lloyd's Insurance Company S.A. and other insurers specified in the Schedule.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

Lloyd's Insurance Company S.A. is a Belgian 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. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.



**Management Liability Insurance  
XXXXXXXXXX**

This is a claims made policy covering claims in relation to wrongful acts of each individual insured and/or the company, all terms as defined in the wording which follows, which are first made against the individual insured and/or the company during the policy period or any applicable discovery period

## Schedule

### Item A

**Coverholder Appointment Agreement Unique Market Reference (UMR):**  
B1100045800519000

**Policy Number:**

### Item B

**Policyholder**

**Co-insured:**

**Principal Address:**

### Item C

**Policy Period:**

- (i) Inception Date
- (ii) Expiry Date

Both days at 00:01 local standard time at the Principal Address.

### Item D

This contract of Insurance as insured by the Insurers listed below:

Insurer Name	Percentage
Lloyd's Insurance Company S.A.	100%

Lloyd's Insurance Company S.A. is a Belgian 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. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

## Item E

### Coverholder

ANV Global Services Ltd, Spanish Branch

Avinguda Diagonal 123, 9<sup>th</sup> floor

08005 Barcelona, Spain

**Registration Number - 07541017**

*The Coverholder acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate/policy/endorsement.*

## Item F

The General Representative of Lloyd's Brussels

Representante General de Lloyd's Insurance Company S.A. en España.

C/ Pinar 7, 1<sup>o</sup> Derecha,

28006 Madrid,

España

## Item G

(i) **Limit of Liability:**

(ii) **Aggregate Sub-limits of Liability** (part of and not in addition to the aggregate **Limit of Liability** stated in (i) above):

Emergency Costs (Extension 4.1)	EUR 50,000
Public Relations Consultants' Costs (Extension 4.3)	EUR 100,000
Prosecution Costs (Extension 4.4)	EUR 100,000
Pre-investigation Costs (Extension 4.9)	EUR 250,000
Insolvency Hearing Costs (Extension 4.10)	EUR 50,000
Legal Advice (Extension 4.11)	EUR 100,000

## Item H

### Retention amounts:

- (a) Nil in respect of Loss payable under Insuring Agreement 1.1 (Non- indemnifiable Loss) and 1.2 (Legal Representation Expenses: non- indemnifiable)
- (b) Nil in respect of each and every **Claim** for **Loss** payable under Insuring Agreement 1.3 (Indemnifiable Loss) and 1.2 (Legal Representation Expenses: indemnifiable)

## Item I

### Discovery Period:

- (i) 12 months at NIL or:
- (ii) 24 months upon payment of 75% per cent of the full annual premium; or:
- (iii) 36 months upon payment of 100% per cent of the full annual premium.

## Item J

### Prior and Pending Litigation date:

## Item K

### Retroactive date:

## Item L

### Address for notification of Claims:

ANV Global Services Ltd, Spanish Branch  
Attn. Claims Dept.  
Av. Diagonal 123, 9<sup>th</sup> floor  
08005 Barcelona, Spain  
E-Mail: [MGUClaims@anv.eu.com](mailto:MGUClaims@anv.eu.com)

## Item M

### Premium:

### Agreement (date and signature)

**Coverholder:**

**Policyholder:**

**This certificate is only valid if it bears the signature of the Coverholder, on behalf of Lloyd's Insurance Company S.A.**

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### **8. Information**

In consideration of the payment by them or on their behalf of the premium, and/or their undertaking to pay the same, and in reliance upon the statements made in the **Proposal Form** each of the **Individual Insured** and the **Company** agree with ANV as follows:

## 1 INSURING AGREEMENTS

### Management Liability

#### 1.1 Non-indemnifiable Loss

ANV will pay all **Loss** on behalf of any **Individual Insured** arising from any **Claim** first made against them during the **Policy Period** for any **Wrongful Act**, unless the **Company** is providing the **Individual Insured** with **Indemnification** for such **Loss**.

#### 1.2 Legal Representation Expenses

ANV will pay all **Legal Representation Expenses** on behalf of any **Individual Insured** in relation to any **Investigation Claim** first made during the **Policy Period**, unless the **Company** is providing the **Individual Insured** with **Indemnification** for such **Loss**.

#### 1.3 Indemnifiable Loss

ANV will reimburse the **Company** for all payments made on behalf of any **Individual Insured** by way of **Indemnification** for any **Loss** in relation to any **Claim** for any **Wrongful Act** or for **Legal Representation Expenses** in respect of any **Investigation Claim** first made during the **Policy Period**.

#### 1.4 Outside Directorship Liability

ANV will pay all **Loss** on behalf of any **Individual Insured** to the extent that this is the subject of a **Claim** first made against them during the **Policy Period** for a **Wrongful Act** of such **Insured** when acting in an **Outside Capacity** in relation to the affairs of an **Outside Entity** but only in excess of (i) any sum paid by way of **Indemnification** by any **Outside Entity** and (ii) any sum payable under any insurance coverage purchased and maintained by an **Outside Entity** for the benefit of such **Outside Entity** and/or its directors, officers, trustees or governors applicable to such **Claim**.

## 2 DEFINITIONS

- 2.1 **Approved Person** shall mean any natural person employed by the **Company** to whom the Financial Services Authority or similar regulatory body in any other jurisdiction has given its approval to perform one or more Significant Influence Functions under Section 59 of the Financial Services & Markets Act 2000 as amended from time to time or similar functions under any foreign jurisdiction.
- 2.2 **Claim(s)** shall mean:
- (i) receipt of a formal written demand for monetary damages or other relief, including non-pecuniary relief, made against an **Individual Insured**;
  - (ii) a civil or criminal proceeding brought against an **Individual Insured**;
  - (iii) a formal administrative, regulatory or investigative proceeding brought against an **Individual Insured** or the **Company** begun by formal investigative notice;
  - (iv) in the case of Insuring Agreement 1.2 and 1.3, an **Investigation Claim** in which a **Wrongful Act** is alleged against an **Individual Insured** or the **Company**.
- 2.3 **Clean up Costs** shall mean any costs incurred by the **Individual Insured** or the **Company** in connection with the testing for, monitoring, clean up, removal, containment, treatment, detoxification or neutralization of solid, liquid, gaseous or aerial pollutants.
- 2.4 **Company** shall mean the Policyholder named in Item B of the Schedule attached to this Policy and any **Subsidiary** thereof at the Inception Date of the **Policy Period**. In the event that a bankruptcy proceeding is instituted against the Policyholder or any **Subsidiary** thereof, **Company** shall also mean the resulting debtor in possession (or any foreign equivalent).
- 2.5 **Defence Costs** shall mean:
- (i) reasonable and necessary costs, charges and expenses, including **Emergency Costs**, incurred in the defence, investigation, or appeal of any **Claim** other than **Legal Representation Expenses**;
  - (ii) the premium payable for bail bonds and civil appeals other than any form of actual security or collateral for funding such bond;
  - (iii) reasonable and necessary costs, charges and expenses incurred by an **Individual Insured** to defend, challenge or appeal any **Extradition Proceedings**.
- Defence Costs** shall not include the salaries, wages, benefits overheads and personal expenses of the **Individual Insured**.
- 2.6 **Discovery Period** shall mean the Period specified in Item I of the Schedule. Any **Claim** made during the **Discovery Period** shall be considered made during the **Policy Period**.



2.7 **Employee** shall mean:

- (i) a natural person employed in a managerial or supervisory capacity in the regular service of the **Company** in the ordinary course of its business and whom the **Company** compensates by salary and has the right to govern and direct; or
- (ii) in respect of any **Employment Practices Wrongful Act**, any natural person who is an independent contractor or secondee to the **Company** under the direction and supervision of the **Company**; provided that the **Company** provides indemnification to such independent contractor or secondee in the same manner that the **Company** provides **Indemnification** to an **Employee** as defined in (i) above.

2.8 **Employment Practices Wrongful Act** shall mean any actual or alleged:

- (i) unfair dismissal, or wrongful termination of employment, or victimization whether actual or constructive;
- (ii) employment-related misrepresentation;
- (iii) sexual or other harassment in the workplace;
- (iv) wrongful deprivation of career opportunity, wrongful failure to promote;
- (v) employment-related wrongful discrimination;
- (vi) employment-related defamation, including the provision of a reference to a former employee;
- (vii) wrongful discipline;
- (viii) failure to grant tenure or negligent evaluation;
- (ix) employment-related invasion of privacy;
- (x) retaliation against an **Employee** on account of the **Employee's** exercise or attempted exercise of his or her legal rights, including any rights as a "whistle-blower",

which is the subject of a **Claim** brought by a person who is or has been an **Employee** or any director or officer of any **Outside Entity** at the time of the **Claim**.

2.9 **Extradition Proceedings** shall mean a proceeding commenced by warrant or request for extradition of an **Individual Insured** under the United Kingdom Extradition Act 2003, any replacement or amendatory legislation or any foreign equivalent or any appeal or judicial review application or proceedings relating thereto.

2.10 **Derivative Claim Costs** shall mean costs, charges and expenses incurred by any shareholder of the **Company** in pursuing a derivative **Claim** against any **Individual Insured** on behalf of the **Company** pursuant to Part 11 of the Companies Act 2006 (UK) "Derivative Claims and Proceedings by Members" (or any foreign equivalent).

2.11 **Indemnification** shall mean the actual reimbursement, as it falls due to be paid or is incurred, of **Loss** in circumstances where the indemnifying party is obliged or entitled at law to make such reimbursement.

2.12 **Individual Insured** shall mean:

- (i) any natural person who was, now is, or shall become a director, officer including any prospective or de facto director or officer, manager or supervisor of:
  - (a) the **Company**;
  - (b) any **Outside Entity** whilst acting in an **Outside Capacity**;
  - (c) any **Shadow Directorship Entity**;
- (ii) any **Employee** of the **Company** acting in a managerial or supervisory capacity;
- (iii) the estate, heirs and legal representatives of any **Individual Insured** in the event of their death, incapacity or bankruptcy in respect of any **Claim** against such **Individual Insured** otherwise covered under this Policy;
- (iv) any past, present or future **Employee** of the **Company** in respect of any **Employment Practices Wrongful Act**;
- (v) any **Non-Executive Director** of the **Company**;
- (vi) any **Approved Person**.

**Individual Insured** shall not include any person acting as the liquidator, receiver or administrator of the **Company** or as its external or statutory auditor.

2.13 **Insured Capacity** shall mean the executive role or function that the relevant **Individual Insured** shall have been appointed to perform as a director, office holder or **Employee** of the **Company**. To the extent that a **Claim** is brought against an **Individual Insured** in relation to an **Employment Practices Wrongful Act** the **Individual Insured** shall be deemed to have committed the **Wrongful Act** in an **Insured Capacity** if he was, at the relevant time, an **Employee**.

2.14 **Investigation** shall mean a formal administrative, regulatory or criminal investigation into the affairs of the **Company** requiring the attendance of any **Individual Insured** in an **Insured Capacity**.

**Investigation** shall not mean the normal regulatory oversight dealings between the **Company** and its regulators, or any industry-wide regulatory investigation.

2.15 2.14 **Investigation Claim** shall mean a notice initiating an **Investigation**.

2.16 **Judicial Order** means any of the following:

- (i) an interim or interlocutory judicial order, ruling or decision of a competent body; or
- (ii) with respect to any proceeding concerning the deportation or extradition of any **Individual Insured**, any judicial order, ruling or decision of a competent body entered against an **Individual Insured** in connection with a **Claim** against such **Individual Insured** that is covered under this Policy.

**Judicial order** shall not include a final order made in the disposition or adjudication of such **Claim**.

2.17 **Legal Representation Expenses** means reasonable and necessary costs, charges and expenses incurred by the **Individual Insured** in connection with an **Investigation** brought against such **Individual Insured** or in which there is a reasonable prospect that such **Individual Insured** might be implicated.

**Legal Representation Expenses** shall not include the salaries, wages, benefits, overheads and personal expenses of the **Individual Insured**.

2.18 **Limit of Liability** means the aggregate amount referred to in Item G (i) of the Schedule.

2.19 **Loss** means:

- (i) **Defence Costs**;
- (ii) **Legal Representation Expenses** with respect to Insuring Agreement 1.2 and 1.3;
- (iii) damages, settlements, arbitral awards and/or judgments;
- (iv) **Prosecution Costs** with respect to Extension 4.4;
- (v) fines and penalties (other than criminal fines and penalties);
- (vi) punitive and exemplary damages and the multiplied portion of any multiple damages award;
- (vii) **Pre-investigation Costs** with respect to Extension 4.9;
- (viii) **Derivative Claim Costs** with respect to Extension 4.2;
- (ix) **Public Relations Consultants' Costs** with respect to Extension 4.3,

provided, however, that the cover for **Loss** provided by (v) and (vi) above shall be governed by such applicable law that most favours their insurability. This provision shall apply notwithstanding to sub-clause (v) below.

**Loss** shall not include:

- (i) taxes, social security contributions, duties, levies or remuneration other than to the extent that any **Individual Insured** becomes personally liable for the non-payment of corporation tax in the jurisdiction in which the **Claim** is made and such **Loss** is deemed to be a Non-Indemnifiable Loss;
- (ii) **Clean up Costs** arising out of a **Pollution** incident;
- (iii) any employment-related benefits;
- (iv) any matters deemed uninsurable under any laws applicable to this Policy or the indemnity by such provided;
- (v) punitive or exemplary damages awarded in connection with any **Employment Practices Wrongful Act**.

- 2.20 **Non-Executive Directors** means natural persons who have been, now are or shall become non-executive or independent directors of the **Company**.
- 2.21 **Official Detention** means the confinement of an **Insured** in a secure detention facility operated by or on behalf of a governmental or judicial agency or other competent governmental body in connection with any **Claim** against such **Insured** with or without charge or with or without a judicial finding of culpability or liability in respect of such **Claim**.
- 2.22 **Outside Capacity** means service by an **Individual Insured** as a director, executive officer, trustee or governor of any **Outside Entity** whilst serving at the specific written request of the **Company**.
- 2.23 **Outside Entity** means any entity in which an **Individual Insured** is serving in an **Outside Capacity** that is not a **Subsidiary** and (i) whose securities are not listed or traded on an official exchange in the **United States of America**; and (ii) is not a financial institution (deemed to include but shall not be limited to any bank, depository institution, investment company, securities broker, dealer or underwriter, asset manager, fund manager, insurance company or trust company).
- If an entity ceases to be an **Outside Entity** during the **Policy Period** the cover afforded under this Policy shall only apply with respect to **Claims** made against the **Individual Insured** for **Wrongful Acts** committed or alleged to have been committed whilst such **Individual Insured** acts in an **Outside Capacity**.
- 2.24 **Policy Period** means the period in Item C of the Schedule.
- 2.25 **Pollution** means the actual, alleged or threatened discharge, release, escape, dispersal or disposal of any solid, liquid, gaseous or aerial pollutants or contamination of any description.
- 2.26 **Pre-investigation** means any internal investigation whose objective is to enable the **Company** to decide whether and in what terms it should itself report any matters relating to the affairs of the **Company** to any administrative, regulatory or prosecuting authority including but not limited to the Financial Services Authority, the Serious Fraud Office, the Office of Fair Trade, or any equivalent body in any jurisdiction.
- 2.27 **Pre-investigation Costs** means such reasonable and necessary costs and expenses as are incurred by the **Company** and/or any **Individual Insured** in connection with any **Pre-investigation**.
- 2.28 **Proposal Form** means the written proposal and any other information supplied or made available by any electronic means to ANV for this Policy (together with the written proposal and information provided for any policy of which this Policy is a renewal).
- 2.29 **Prosecution Costs** means any reasonable fees, costs and expenses, incurred for or by or on behalf of any **Individual Insured** with ANV's prior written consent to bring legal proceedings.
- 2.30 **Public Relation Consultants' Costs** shall mean reasonable costs incurred by the

**Company** with ANV's prior written consent in retaining public relations consultants to avoid or minimize any damage to the reputation of the **Company** arising in relation to a **Claim** covered by this Policy.

2.31 **Securities** means any of the following instruments issued by the **Company**:

- (i) bonds, debentures, evidence of indebtedness, notes, shares, stocks or other equity or debt securities; and
- (ii) certificates of interest or participation in, receipts for, warrants or other rights to subscribe to or purchase, voting trust certificates relating to, certificates of deposit for, or other documentary evidence of interest in any of the securities referred to in (i) above.

2.32 **Shadow Directorship Entity** means any entity in which an **Individual Insured** acts as a shadow director within the meaning specified in Section 251 (1) of the Companies Act 2006, or any amendment thereof, or any equivalent provision in any other jurisdiction.

2.33 **Subsidiary** means any company whose securities are not traded on any recognised exchange in which the Policyholder either directly or indirectly during any time on or before the Inception Date of this **Policy Period**:

- (i) holds or controls the majority of the voting rights; or
- (ii) has the right to appoint or remove or otherwise controls a majority of the board of directors; or
- (iii) holds more than half of the issued share capital.

If an entity ceases to be a **Subsidiary** of the Policyholder during the **Policy Period** the cover afforded under this Policy shall only apply with respect to **Claims** made against the **Individual Insured** or such **Subsidiary** for **Wrongful Acts** committed or alleged to have been committed by an **Individual Insured** or **Subsidiary** whilst such entity is or was a **Subsidiary**.

2.34 **United States of America** means the territories, possessions and states of the United States of America.

2.35 **US Claim** means any **Claim** made in the **United States of America**.

2.36 **Wrongful Act** means:

- (i) any actual or alleged act, error, misstatement, misleading statement, proposed act, omission, neglect, breach of duty, breach of trust, libel, slander or breach of warranty of authority by an **Individual Insured** while acting in an **Insured Capacity** or an **Outside Capacity**;
- (ii) any **Employment Practices Wrongful Act**;
- (iii) any actual or alleged act, error or omission by the **Company**.

### 3 LIMITS AND RETENTIONS

3.1 ANV's aggregate **Limit of Liability** for all **Loss** in respect of all **Claims** made against the **Individual Insured** or the **Company** during the **Policy Period** shall be the amount specified in Item G (i) of the Schedule. Sub-limits of liability specified in Item G (ii) of the Schedule are part of and not in addition to the aggregate **Limit of Liability** shown in Item G (i) of the Schedule. Therefore payments under sub-limits of liability reduce the aggregate **Limit of Liability** available to meet further **Claims**.

3.2 ANV shall only be liable for **Loss** that exceeds the applicable retention(s) specified in Item H (b) and (c) of the Schedule. The Indemnifiable Loss retention(s) specified in Item H (b) and (c) of the Schedule shall apply to **Loss** arising from each and every **Claim** where the **Company** provides **Indemnification** to any **Individual Insured**, as permitted or required by law. ANV will have no obligation to pay any **Loss** arising within the retention for each such **Claim**.

If the **Company** is permitted or required to provide **Indemnification** to the **Individual Insured** for **Loss** arising from a **Claim** covered under this Policy but fails to do so, ANV will advance to the relevant **Insured** any such **Loss** comprising **Defence Costs** or **Legal Representation Expenses**. The applicable retentions (as stated in Item H (b) and (c) of the Schedule) shall in these circumstances become payable forthwith as a debt following service of a notice of demand by ANV on any **Company** from which the relevant **Individual Insured** was entitled to an indemnity, provided that such **Company** is not insolvent at the time of such demand.

For the purposes of this Policy, the company articles of association, bylaws, memorandum, certificate of incorporation, charter or other similar documents of the Policyholder, each **Subsidiary**, and each **Outside Entity** and any service or employment contract by which any relevant **Individual Insured** is engaged will be deemed to have been adopted or amended to provide **Indemnification** and advance payments to be made to the **Individual Insured** to the fullest extent permitted by law.

3.3 For the purposes of this clause 3 only, all **Claims** or series of **Claims** arising from, attributable to, or which are otherwise causally connected with a single **Wrongful Act** or a series of related **Wrongful Acts** or which are otherwise causally connected shall be considered as a single **Claim**.

### 4 EXTENSIONS

#### 4.1 Emergency Costs

In the event that ANV's written consent cannot reasonably be obtained before **Defence Costs**, costs of defending **Extradition Proceedings**, **Legal Representation Expenses**, and **Prosecution Costs**, are incurred with respect to any **Claim**, ANV will provide approval retrospectively for such **Defence Costs**, costs of defending **Extradition Proceedings**, **Legal Representation Expenses**, and **Prosecution Costs** up to the aggregate sub-limit of liability stated in Item G (ii) of the Schedule.

#### 4.2 Derivative Claim Costs

ANV will reimburse the **Company** for any **Derivative Claim Costs**, incurred by any shareholder of the **Company** in pursuing a derivative **Claim** against any **Individual Insured** on behalf of the **Company** pursuant to Part 11 of the Companies Act 2006 (UK) (or any foreign equivalent) to the extent that the **Company** is found legally liable to pay such **Derivative Claim Costs** pursuant to a court order; provided that the **Company** shall use its best endeavours to procure that such **Derivative Claim Costs** are ordered to be met by the relevant shareholder.

#### 4.3 Public Relations Consultant's Costs

ANV will reimburse the **Company** for **Public Relations Consultants' Costs** incurred by the **Company** in retaining public relations consultants to avoid or minimize any damage to the reputation of the **Company** arising in relation to a **Claim** covered by this Policy, up to an aggregate sub-limit stated in Item G (ii) of the Schedule. The **Company** shall obtain ANV's prior written consent before retaining public relations consultants.

#### 4.4 Prosecution Costs

Where legally permitted, ANV will pay **Prosecution Costs** incurred by the **Individual Insured** in obtaining discharge or revocation of a **Judicial Order** entered during the **Policy Period** relating to a **Wrongful Act** imposing any of the following:

- (i) the confiscation, seizure, freezing or suspension of ownership of real property or personal assets of an **Individual Insured**;
- (ii) a charge over real property or personal assets of an **Individual Insured**;
- (iii) a temporary or permanent prohibition on such **Individual Insured** from holding the office of or functioning as a director or officer;
- (iv) the restriction of an **Individual Insured's** liberty to a specified domestic residence or an **Official Detention**; or
- (v) deportation of an **Individual Insured** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Individual Insured's** conviction of a crime,

provided that ANV shall have no liability to indemnify the **Individual Insured** under this Extension 4.4 to the extent that such **Prosecution Costs** incurred by all **Individual Insured** in relation to **Judicial Orders** made within the **Policy Period** exceed the aggregate sub-limit of liability stated in Item G (ii) of the Schedule.

#### 4.5 Corporate Manslaughter Proceedings

ANV will pay **Defence Costs** incurred by an **Individual Insured** in connection with a **Claim** for gross negligence manslaughter, an HSE (Health and Safety Executive) Investigation, HSE Prosecution, or proceedings under the Corporate Manslaughter and Corporate Homicide Act 2007 where the **Claim** also arises out of a **Wrongful Act**, or **Legal Representation Expenses** incurred in connection with

any other similar investigatory, regulatory or criminal proceedings arising out of a **Wrongful Act**.

#### 4.6 Retired Directors and Officers Cover

ANV will pay all **Loss** on behalf of any retired **Insured** arising from any **Claim** first made against them after the **Policy Period** in respect of any **Wrongful Act** taking place during the **Policy Period**, unless the **Company** is providing **Indemnification** for such **Loss**.

This extension will be for a period of no more than 72 months immediately following the expiry of the **Policy Period** provided that:

- (i) such **Individual Insured** retired prior to any takeover, merger, acquisition or split-up of the Policyholder as defined in clause 7.4 of this Policy that may have occurred during the **Policy Period**;
- (ii) such **Individual Insured** ceased to hold such office prior to expiry of the **Policy Period** for reason other than disqualification from holding office as a company director;
- (iii) such **Individual Insured** retired prior to any insolvency, liquidation, receivership, bankruptcy or administration of the **Company**;
- (iv) this Policy has neither been renewed nor replaced by any other policy of insurance providing cover for directors and officers or management liability, and
- (v) the Policyholder does not purchase a **Discovery Period** under Extension 4.7 of this Policy.

#### 4.7 Discovery Period

If ANV or the Policyholder decide not to renew this Policy and provided that this Policy has neither been renewed nor replaced by any other policy of insurance providing cover for directors and officers or management liability, the Policyholder shall have the right, upon payment of an additional premium set forth below, to an extension of the coverage granted under this Policy with respect to any **Claim** first made against the **Individual Insured** or the **Company** during the **Discovery Period** stated in Item I of the Schedule but only in respect of any **Wrongful Act** taking place during the **Policy Period**.

A written request for this extension, together with payment of the additional premium must be received within 30 days after the Expiry Date of the **Policy Period**.

The offer by ANV of renewal terms, conditions, limits of liability or premium different from those of the expiring policy shall not constitute a refusal to renew.

This extension shall not apply if this Policy is terminated by ANV for non payment of premium nor in the event of a take-over, split or merger as defined in clause 7.4 of this Policy.

The following additional premium shall apply for the **Discovery Period** stated in Item I of the Schedule:

- (i) 12 months at NIL
- (ii) 24 months at 75% of the premium stated in Item M of the schedule



(iii) 36 months at 100% of the premium stated in Item M of the schedule

In the event of a split-up, merger or acquisition of the Policyholder, the Policyholder shall not have the right to purchase a **Discovery Period** as outlined in this article above. However, the Policyholder shall have the right, within 30 days of the Expiry Date of the **Policy Period** to request an offer from ANV for a **Discovery Period** of up to 72 (seventy two) months.

#### 4.8 Spousal and Civil Partner Coverage

At the request of any **Individual Insured** ANV will pay all **Loss** on behalf of the lawful spouse or civil partner of any such **Individual Insured** but only in respect of any claim brought against such spouse or civil partner to enforce a judgment obtained in respect of any **Claim** against that **Individual Insured** which is otherwise covered under this Policy.

#### 4.9 Pre-investigation Costs

ANV will pay **Pre-investigation Costs** on behalf of the **Individual Insured** and the **Company** in relation to any **Pre-investigation** first initiated by the **Company** and first communicated to ANV during the **Policy Period**; provided that ANV shall have no liability to indemnify any **Individual Insured** or the **Company** under this Extension 4.9 to the extent that such **Pre-investigation Costs** incurred by all **Individual Insured** and the **Company** exceed in total the aggregate sub-limit stated in Item G (ii) of the Schedule. ANV will use reasonable endeavours, where it has the opportunity to do so, to meet any claim by an **Individual Insured** under this Extension 4.9 in priority to any such claim by the **Company** and the **Company** hereby agrees that it will co-operate with ANV and shall take all reasonable steps to facilitate ANV's discharge of this obligation.

#### 4.10 Insolvency Hearing Cover

The **Insurer** will pay the **Insolvency Hearing Costs** of each **Insured Person**, subject to the Sub-Limit as specified in Item G of the Schedule.

Insolvency Hearing Costs mean the reasonable and necessary fees, costs and expenses incurred, with the **Insurer's** prior written consent, to retain legal advisors for an **Insured Person's** preparation for and attendance at any formal or official hearing in connection with the Investigation or inquiry into the affairs of a Company, or an **Insured Person** in his capacity as a Director or Officer, by any insolvency administrator, receiver, bankruptcy trustee or liquidator or the equivalent under the laws of any jurisdiction where the facts underlying such hearing, Investigation or inquiry may be expected to give rise to a **Claim** against such **Insured Person**.

In no event shall Insolvency Hearing Costs include the remuneration of any **Insured Person**, costs of their time or any other costs or overheads of any Company.

#### 4.11 Legal Advice

If the **Insured Person** or the Company, give notice of a situation or circumstance which they reasonably consider may become a **Claim** that would

otherwise be covered by this Policy, then **Insurer** agree that the **Insured Person** may engage the services of a legal firm to advise the **Insured Person** as to their legal position and to take any action which may be appropriate to avert or minimize the risk of such **Claim** arising or the incurring of **Defence Costs** in relation to such **Claim**.

In such case **Insurer** will pay reasonable fees and costs incurred by any such legal firm As conditions of this Cover Extension it is agreed that:

(i) the **Insured** days after the **Insured Person** first become aware of a situation that requires such action to be taken; and

(ii) any action taken by the **Insured Person** is, where practicable and within reason, with **Insurer'** written consent (which will not be unreasonably withheld).

**Insurer** total aggregate liability under this Cover Extension shall not exceed the Sub-Limit specified in Item D of the Schedule, being part of and not in addition to the **Limit of Liability**

## 5 EXCLUSIONS

### Applicable to all Insuring Agreements

ANV shall not be liable for **Loss** in connection with any **Claim**:

#### 5.1 Prior and Pending Litigation

directly or indirectly arising out of, based upon or attributable to, or in any way involving (i) any legal or regulatory proceedings or investigations which existed or were pending at the date stated in Item J of the Schedule, or (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such legal or regulatory proceedings or investigations, regardless of the legal theory or regulatory basis upon which such **Claim** is predicated.

#### 5.2 Conduct

arising out of, based upon or attributable to:

(i) any **Individual Insured** or the **Company** gaining any personal profit or advantage or receiving any remuneration to which they were not legally entitled; or

(ii) any **Individual Insured** or the **Company** committing any act or omission which is malicious, dishonest or fraudulent or any wilful violation of the law;

provided that this exclusion shall only apply if there is an admission, or a court, tribunal, or regulator finds, that the **Individual Insured** or the **Company** acted in the manner described in sub-clauses (i) and (ii) above.

### 5.3 Prior Claims and Circumstances

directly or indirectly arising out of, based upon or attributable to, or in any way involving any fact or circumstance notified or claim made under any policy of insurance which was in force prior to the Inception Date of the **Policy Period** or which was known about by the **Company** or any **Individual Insured** prior to the Inception Date of the **Policy Period**.

### 5.4 Property Damage

for damage to or destruction of any tangible property or the loss of use thereof;

### 5.5 Bodily Injury

for bodily injury, sickness, disease, or mental injury or anguish or death of any person provided that this exclusion shall not apply to:

- (i) any **Claim** for emotional distress in connection with an **Employment Practices Wrongful Act** by any **Employee** of the **Company**; or
- (ii) **Defence Costs** incurred under Extension 4.5 Corporate Manslaughter Proceedings.

### 5.6 US Securities

directly or indirectly arising out of, based upon or attributable to, or in any way involving any actual or alleged violation by the **Individual Insured** and/or any other person of the Securities Act 1933 or the Securities Exchange Act of 1934, including any amendment or re-enactment thereof, or any similar provision in any federal or state statutory law enacted in the **United States of America**. Provided, however, that this exclusion shall not apply to any **Claim** in connection with any offering of **Securities** by the **Company** pursuant to either Rule 144A or Regulation S of the Securities Act 1933 of the **United States of America**.

### 5.7 ERISA

directly or indirectly arising out of, based upon or attributable to, or in any way involving an actual or alleged violation by the **Individual Insured** or the **Company** and/or any other person of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any amendment or re-enactment thereof or any similar provision in any federal or state statutory law enacted in the **United States of America**;

### 5.8 Pension Trustee

made against the **Individual Insured** or the **Company** whilst acting in the capacity of an administrator, fiduciary or trustee of any superannuation or pension programme or scheme which is sponsored by the **Company** and which was or is established, wholly or partially, for the benefit of any **Insured** or **Employee**;

### 5.9 Initial Public Offering

arising from or attributable to any representations, statements or disclosures contained in any prospectus or offer document published by the **Company** in connection with the initial offering of equity **Securities** of the **Company**, whether its **Securities** are already traded or not, by any means, public or private; provided, however, that this exclusion shall not apply if the **Company** presents ANV with any prospectus or offer document for evaluation and assessment of any increased exposure of the **Individual Insured** or the **Company**. ANV shall be entitled in their absolute discretion to amend policy terms and conditions and/or charge a reasonable additional premium reflecting the increase in exposure and the **Individual Insured** or the **Company** shall be deemed to have accepted such amended policy terms and conditions and/or additional premium.

#### 5.10 Claims brought by Outside Entities

made against any **Individual Insured** or the **Company** by or on behalf of any **Outside Entity** in which an **Individual Insured** is serving or has served in an **Outside Capacity**; provided, however, that this exclusion shall not apply to:

- (i) a claim for contribution or indemnity in respect of a **Claim** first brought against an **Individual Insured** or the **Company** that directly results from another **Claim** covered under the terms of this Policy;
- (ii) a **Claim** in the form of a shareholder derivative action which has not been solicited or willingly assisted by any **Individual Insured**, the **Company** or the **Outside Entity**;
- (iii) a **Claim** by any director or officer of any **Outside Entity** in respect of an **Employment Practices Wrongful Act**; (iv) **Defence Costs**.

#### 5.11 Employment Related Costs

Arising out of any **Employment Practices Wrongful Act** for:

- (i) any amount payable by the **Individual Insured** or the **Company** by way of compensation in respect of any statutory or contractual notice periods;
- (ii) any employment related benefits, included, but not limited to perquisites or fringe benefits, payments due under any employee benefits or pension scheme, stock or share options, including any right to purchase or sell stock or shares of the **Company**, any deferred compensation or other incentive payments;
- (iii) any liability or costs incurred by the **Individual Insured** or the **Company** in respect of the modification of buildings or property to accommodate, or to provide access for disabled persons; or
- (iv) any costs associated with the reinstatement of any **Employee**.

#### 5.12 US Claims brought by any Individual Insured or the Company

ANV shall not be liable for **Loss** in connection with any **US Claim** made against any **Individual Insured** or the **Company** by any other **Individual Insured** or the **Company** provided that this exclusion shall not apply to:

- (i) **Defence Costs**;

- (ii) a **Claim** by an **Individual Insured** in respect of an **Employment Practices Wrongful Act**;
- (iii) a **Claim** for contribution or indemnity in respect of a **Claim** first brought against an **Individual Insured** that directly results from another **Claim** covered under the terms of this Policy;
- (iv) a **Claim** in the form of a shareholder derivative action which has not been solicited or willingly assisted by an **Individual Insured** or the **Company** or any **Outside Entity**;
- (v) a **Claim** brought by a liquidator, administrator or equivalent officer directly or derivatively on behalf of the **Company** which has not been solicited or willingly assisted by an **Individual Insured** or the **Company**;
- (vi) a **Claim** made by a natural person who has previously been an **Individual Insured** or was an **Individual Insured** under any policy of which this Policy forms a renewal;
- (vii) a **Claim** by an **Individual Insured** where failure to bring such **Claim** will result in a legal liability being incurred by such **Individual Insured**.

#### 5.13 Language Declaration Clause (LBS0007)

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

#### 5.14 Sanction Limitation and Exclusion Clause (LMA3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 5.15 War and Civil War Exclusion Clause (NMA0464)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### 5.16 Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause (NMA1622)

This Policy does not cover:

- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or

(ii) any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

All other terms, conditions and limitations shall remain unaltered.

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## 6 CLAIMS PROVISIONS AND ADVANCEMENT OF DEFENCE COSTS

- 6.1 Notice of any **Claim** shall be given to ANV as soon as is reasonably practicable and in any event within 30 days of the end of the **Policy Period** or the Discovery Period (if applicable). Notice of a **Claim** shall be in writing and shall be delivered by fax or post to the address specified in Item L of the Schedule.
- 6.2 In the event that an **Individual Insured** or the **Company** becomes aware of circumstances which might reasonably be expected to give rise to a **Claim** and provides ANV with notice of those circumstances pursuant to the provisions of clause 6.1 any **Claim** subsequently made which arises from those circumstances shall be deemed to have been made on the date the circumstances were notified.
- 6.3 The **Insured** and the **Company** shall at their own cost and in a timely fashion provide all information and assistance reasonably required to allow any **Claim** and/or Policy validity to be effectively investigated, defended and/or resolved. It is a condition precedent to the operation of Insuring Agreement 1.3 Indemnifiable Loss that the **Company** shall, in circumstances where it is advancing a **Claim** against an **Individual Insured** provide at its own expense and promptly on notice, such information, documentation and substantiation in relation to the **Claim** as ANV may request, provided that this request is reasonable from the perspective of adjustment and assessment of the **Claim** and any claim for indemnity under this Policy in respect of such **Claim**.
- 6.4 ANV shall have no duty under this Policy to defend any **Claim** on behalf of any **Individual Insured** or the **Company**. Always subject to 6.5 (below) each **Individual Insured** and/or the **Company** must defend any **Claim** made against them using counsel of their choice, but procuring that such counsel complies with the terms of ANV's claims handling guidelines (as amended from time to time). ANV shall also have the right to associate effectively in the conduct of the defence or settlement of any **Claim**. The **Individual Insured** and the **Company** shall, as soon as practicable, furnish ANV with copies of reports, investigations, pleadings, letters, legal opinions and advices, claim forms and all other papers in connection with any **Claim** or circumstance notified. No admission, offer, settlement, promise nor indemnity shall be made or given by the **Individual Insured** or the **Company** without the consent of ANV and such consent shall not be withheld on grounds that are unreasonable in the light of ANV's potential liability if no settlement is reached.

Where the same or any similar **Claim** is made against more than one **Individual Insured** or against the **Company** and any **Individual Insured**, a single legal counsel shall be appointed to defend all the parties unless there is a conflict of interest between them.

In the event of a **Claim** being made against an **Individual Insured** by the **Company**, ANV reserve the right to assume conduct of the defence and settlement of such **Claim**, and to select appropriate legal counsel to represent such **Individual Insured** throughout such proceedings.

- 6.5 No **Defence Costs, Legal Representation Costs, Pre-Investigation Costs** or **Prosecution Costs** shall be incurred without ANV's consent, but such consent shall not be unreasonably withheld. Without prejudice to Extension 4.1 ANV shall have no liability under this Policy in respect of **Defence Costs, Legal Representation Expenses, Pre-Investigation Costs** or **Prosecution Costs** to which prior consent has not been obtained. ANVs' consent shall, however, be given retroactively if it would have been unreasonable to refuse such consent in advance.

Neither the **Company** nor any **Individual Insured** nor ANV shall be required to contest any **Claim** unless a Queen's Counsel, Senior Counsel or lawyer of equivalent standing (to be mutually agreed upon or, in the absence of agreement, to be appointed by the Chairman of Bar Council of England & Wales) shall advise that the **Claim** should be contested.

- 6.6 Subject to the applicable retention provided for in this Policy, ANV shall advance **Defence Costs, Legal Representation Expenses, Pre-Investigation Costs** or **Prosecution Costs** on behalf of any **Individual Insured** or the **Company** prior to the resolution of a **Claim** provided that such advance payments shall be repayable by the **Individual Insured** or the **Company** to ANV and recoverable as a debt by the **Individual Insured** to ANV in the event that facts are determined by a court of law or other tribunal which cause the **Claim** not to be covered under the terms of this Policy.

## 7 GENERAL CONDITIONS

### 7.1 Allocation

In the event that any **Claim** under this Policy gives rise to both **Loss** which is covered under this Policy and losses which are not so covered, or includes a **Claim** against an **Individual Insured** and a claim against the **Company**, ANV and the **Company** and/or the **Individual Insured** shall negotiate in good faith to agree a fair and proper basis for allocation of the **Loss** between them taking into consideration the relative legal exposures of the various parties. In the event that ANV and the **Company** and/or the **Individual Insured** cannot agree on allocation they shall submit the dispute to a Queen's Counsel, Senior Counsel or lawyer of equivalent standing (to be mutually agreed upon or failing agreement to be appointed by the Chairman of the Bar Council of England & Wales) to determine a fair and proper basis for allocation of the **Loss** between them having regard to the relative legal exposures of the various parties.

### 7.2 Non-imputation and Non-rescission



The **Proposal Form** shall be construed as a separate application for cover by each of the **Individual Insured** with respect to the declarations and statements contained in it and the knowledge of one **Individual Insured** shall not be imputed to any other **Individual Insured** for the purpose of determining coverage under this Policy.

In respect of Insuring Agreements 1.1 Non-Indemnifiable Loss and 1.2 Legal Representation Expenses only, ANV shall neither rescind nor avoid this Policy solely as a result of innocent non-disclosure or innocent misrepresentation by an **Individual Insured**.

7.3 Severability

With respect to Insuring Agreements 1.3 Indemnifiable Loss and 1.5 Company Liability only, and in respect of Exclusion 5.2, any act, error or omission by the chief executive officer and/or chief financial officer (or equivalent executive or management position) shall be imputed to the **Company**.

7.4 Takeover, Split-up and Merger

In the event that the Policyholder is taken over by or merges with any other organisation, is split-up, or if any entity or person acquires fifty per cent (50%) or more of the voting stock of the Policyholder this Policy is amended to apply only to **Claims** arising from any **Wrongful Act** committed by the **Individual Insured** or the **Company** prior to the date of such takeover, merger, split-up or acquisition.

7.5 Subrogation

In the event ANV makes any payment under this Policy it shall be subrogated to the rights of recovery of the **Individual Insured** and the **Company**. In exercising its rights of subrogation ANV shall be entitled to reasonable co-operation and assistance from both the **Individual Insured** and the **Company** in respect of the subrogated claim. In particular, the **Individual Insured** and the **Company** shall do everything reasonable and necessary with a view to securing any rights of recovery and the recoveries themselves, including the creation of any documents necessary to enable ANV to bring legal proceedings in the name of the **Individual Insured** and/or the **Company** either before or after payment by ANV of covered **Loss**.

7.6 Company Authorisation

The Policyholder agrees to act on behalf of all **Individual Insureds** and the **Company** with respect to the giving and receiving of notice of **Claim** or termination, the receipt and acceptance of any endorsements issued to form part of this Policy, and the exercising of the Discovery Period option under Extension

4.7. The Policyholder represents that it has informed each and every **Individual Insured** and **Company** of the terms, conditions, duties and rights derived from this Policy and that it has obtained the express consent from each and every **Individual Insured** and **Company** to act on their behalf.

## 7.7 Other Insurance

If, in respect of any **Loss** covered by this Policy, the **Individual Insured** and/or the **Company** is entitled to indemnification from any other source including any

other valid policy of insurance then this Policy shall apply only in excess of the amount of indemnity available from such other source or which would have been available but for the existence of this Policy.

Solely in respect of Insuring Agreement 1.4 Outside Directorship Liability, in the event that insurance coverage purchased and maintained by an **Outside Entity** for the benefit of such **Outside Entity** and/or its directors, officers, trustees or governors is provided by ANV, then the total aggregate **Limit of Liability** for **Loss** under this Policy shall be reduced by any amount paid in respect of such **Loss** for the benefit of the **Outside Entity** and/or its directors, officers, trustees or governors under such insurance provided by ANV.

## 7.8 Third Party Rights

A person who is not insured under this Policy may not enforce any of its terms under or in reliance upon the provision of the Contracts (Rights of Third Parties) Act 1999.

## 7.9 Service of Suit and Jurisdiction

It is agreed that this Insurance shall be governed exclusively by the law and practice of Spain, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Spain. Any dispute arising out of or in connection with the Policy, including any question regarding its formation, existence, validity or termination, shall be referred to and finally resolved by arbitration under the European Court of Arbitration Rules.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

***ANV Global Services Ltd, Spanish Branch***

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

## 7.10 Assignment of Policy

This Policy and any rights hereunder cannot be assigned without the written consent of ANV.

## 7.11 Order of Claim Payments

ANV shall pay **Loss** covered under this Policy in the order in which such **Loss** is presented to ANV for payment. Should ANV determine that the aggregate **Limit of Liability** is insufficient to cover all such **Loss**, then, to the extent that ANV have a choice as to the priority in which payments are to be made, ANV shall pay **Loss** in the following order:

- (i) **Loss** under Insuring Agreements 1.1 Non-indemnifiable Loss, 1.2 Legal Representation Expenses and 1.4 Outside Directorship Liability unless the **Company** has provided the **Individual Insured** with **Indemnification** for such **Loss**.
- (ii) after payment of **Loss** has been made in accordance with sub paragraph (i) above, ANV will pay any remaining balance of the aggregate **Limit of Liability** for **Loss** under Insuring Agreements 1.3 Indemnifiable Loss and 1.5 Company Liability.

Payment pursuant to this General Condition 7.11 Order of Payments shall fully discharge ANV from its obligations under this Policy.

#### 7.12 Situation

This Policy applies to **Claims** made arising out of any **Wrongful Acts** committed or alleged to have been committed anywhere in the World.

#### 7.13 Cancellation of the Policy

This Policy may not be cancelled by ANV except for non-payment of the premium specified in Item M of the Schedule. If the premium is not paid within 60 days after the Inception Date of the **Policy Period** ANV may cancel the cover in respect of all **Individual Insureds** and the **Company** 10 days after the issue of written notice of cancellation to the Policyholder's principal address specified in Item B of the Schedule or to the Policyholder's agent or broker at their registered address.

#### 7.14 Privacy and Data Protection Notice

##### 7.14.1 Data Protection

ANV Global Services Limited (the Data Controller) on behalf of Lloyd's Insurance Company S.A. is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at <http://www.anv.eu.com/>

##### 7.14.2 How we use your personal data

We may use the personal data we hold about you for the purposes of providing insurance; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also use your data to safeguard against fraud and money laundering and to meet our general legal and regulatory obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from

which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [data.protection@lloyds.com](mailto:data.protection@lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### 7.14.3 Disclose of your personal data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

##### 7.14.3.1 Other people's details you provide to us

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

#### 7.14.4 International Transfers of Data

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

#### 7.14.5 Your rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

#### 7.14.6 Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the contract of insurance, or our

business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

#### 7.14.7 Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website [www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels](http://www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels) or in other formats on request.

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## 8 Information

### Queries

Any query or question about this Policy or any claim under it should be addressed in the first instance to your broker.

### Complaints

ANV aim to provide a professional service to its customers. Should you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker.

Otherwise, if you wish to make a complaint concerning your policy you should contact:

ANV GLOBAL SERVICES LTD, SUCURSAL EN ESPAÑA

Avinguda Diagonal 123, 9th floor  
08005 Barcelona  
Spain

Or email: [complaints@anv.eu.com](mailto:complaints@anv.eu.com)

Or telephone +34 93 545 9000.

In the event that ANV are unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

This complaints procedure is without prejudice to your right to take legal proceedings.

### Retail Customers

In certain circumstances, where you are a retail customer, i.e. an individual who is acting for purposes which are outside your trade, business or profession, then other provisions may also apply to you. Please refer to the information contained in the Policy Summary which would have been issued to you via your broker and/or otherwise address any queries as outlined above.