## MASTER/GROUP POLICY GENERAL TERMS AND CONDITIONS

The Master/Group Policyholder ("Master Policyholder") shall comply with the terms and conditions below.

The Underwriters recognise that the Master Policyholder may appoint an Administrator to administer certain functions of the Master/Group Policy ("Master Policy"). Notwithstanding the above, it remains the Master Policyholder's responsibility to ensure compliance with the terms and conditions set out below.

## **RETENTION AND PROVISION OF RECORDS**

1.1 The Master Policyholder shall establish and maintain complete records relating to all Covered Parties in connection with the Master Policy, including copies of all evidences of insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the Master Policyholder shall provide to the Underwriters upon request copies of such records or documentation, or any other information as the Underwriters may reasonably require from time to time, relating to the Covered Parties.

### SECURITY OF DOCUMENTS

2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the Underwriters, the Master Policyholder shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the Master Policy and ensure that any issuance or production of such documents by the Master Policyholder thereafter ceases.

## CLAIMS, COMPLAINTS OR PROCEEDINGS

- 3.1 If the Master Policyholder is made aware by a Covered Party of a claim or complaint that the Covered Party wishes to make under the Master Policy, the Master Policyholder shall promptly inform the Covered Party of the arrangements established by the Underwriters for the making of claims or complaints (as applicable) and shall promptly notify to the Underwriters full details of the claim or complaint (as applicable);
- 3.2 Where the Master Policyholder is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the Underwriters, the Master Policyholder, arising out of the operation of or in connection with the Master Policy, the Master Policyholder shall promptly provide the Underwriters with full details of the same.

### COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

- 4.1 Without prejudice to any of the rights or obligations otherwise specified in the Master Policy, the Master Policyholder shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the Covered Parties, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Master Policy comply with such laws where applicable;
- 4.2 The Master Policyholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

## DATA PROTECTION

- 5.1 The Master Policyholder shall comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" shall include all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;
- 5.2 For the purposes of this Section 5:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

### COMMUNICATION WITH COVERED PARTIES

6.1 The Master Policyholder shall inform the Covered Parties of any changes to the Master Policy, which are relevant to the coverage provided to the Covered Parties, including cancellation or non-renewal of the Master Policy.

### AUTOMATIC OR TACIT RENEWAL OF INSURANCES BOUND

7.1 The Master Policyholder must not take any steps which have the effect of committing the Underwriters to automatic or tacit renewal of any benefit provided to Covered Parties under the Master Policy unless otherwise agreed in writing in advance by the Underwriters.

#### PROMOTIONAL AND MARKETING MATERIAL

8.1 The Master Policyholder must agree with the Underwriters any specific marketing or promotional material to be used in relation to the Master Policy, including on any internet website, portal or similar online system.

# LICENSING

9.1 The Master Policyholder shall ensure that it, and the appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under the Master Policy.

#### LMA5239

19 October 2015