



# SUMMARY OF COVER

## RECRUITMENT



## ABOUTYOURPOLICY

**Please read this document carefully, this provides a Summary of Cover. It does not show all of the benefits, exclusions or limits. Please refer to your Policy Wording and Policy Schedule for full details of all terms, conditions, exclusions and endorsements or excesses that may apply. Please note that this Summary of Cover is not evidence of cover.**

This **Policy** has been produced by **Pen Underwriting Limited** a Managing General Agent of the **Insurers**. The **Insurers** have delegated authority to **Pen Underwriting Limited** to underwrite Insurance and handle claims for **You** on their behalf.

Type of cover and **Policy** Wording: Recruitment **Policy** – Combined Liability, Public and Products Liability, Driver’s Negligence, Professional Indemnity, Property Damage, Terrorism, Legal Expenses, PersonalAccident, Directors and Officer.

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your **Policy** Schedule.

This Summary of Cover includes defined terms shown in **bold**. The definitions for these terms can be found in the related sections of the **Policy** Wording. Attention should also be given to the “Definitions Applicable to All Sections of The Policy” located within the **Policy** Wording.

The cover will run for 12 months unless otherwise stated in the **Policy** Schedule.

If the period is for more than one year then it is advisable to review and update cover periodically to ensure that it remains adequate for your needs.



Jonathan Turner  
Executive Chairman of Pen Underwriting Limited

## DUTY OF FAIR PRESENTATION

This **Policy** is a contract between **You** and the **Insurer**.

**You** must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your Policy**. Please tell **Your** broker within 14 days of becoming aware of any changes to the information **You** provided when applying for this insurance. Please contact **Your** broker if **You** require a copy of **Your** Quote Summary, declaration or **Your Schedule**.

When **We** are notified of a change, **We** will tell **You** whether this affects **Your Policy**. For example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised **Premium** being applied to **Your Policy**. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the **Cancellation** conditions contained within the **Policy**.

**Please read the whole document carefully.** It is arranged in different sections. It is important that

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your** own duties under each section and under the insurance as a whole.

Please contact **Your** broker immediately if this Document is not correct or if **You** would like to ask any questions.

### Important Notice:

The **Insured** is required to make a fair presentation of the risk to **Insurers**.

If the **Insured** breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, **Insurers** may regard the **Policy** as void and are not required to return any paid **Premium** to the **Insured**.

If the breach was not deliberate or reckless, **Insurers'** remedy shall depend upon what **Insurers** would have done if the **Insured** had complied with the duty of fair presentation:

1. **Insurers** may regard the **Policy** as void if **Insurers** would not have entered into the **Policy** on any terms in the absence of the breach. In this case, the **Insurers** must return the **Premium** paid.
2. If the **Insurers** would have entered into the **Policy**, but on different terms (other than terms relating to **Premium**) the **Policy** is to be treated as if those different terms applied from the outset, if the **Insurer** so requires.
3. If the **Insurers** would have entered into the **Policy** but would have charged a higher **Premium** the **Insurers** may reduce proportionately the amount to be paid on a **claim** (and, if applicable, the amount already paid on prior claims).

## CANCELLING THIS INSURANCE

**You** can cancel this insurance at any time by writing to **your** broker.

The **Insurer** can cancel this insurance by giving **You** thirty (30) days' notice in writing. The **Insurer** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **Premium**;
- a change in risk occurring which means that the **Insurer** can no longer provide **You** with insurance cover; or
- non-cooperation or failure to supply any information or documentation the **Insurer** requests.

### Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any **Premium** paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual **Premium**.

If **You** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If the **Insurer** pays any claim, in whole or in part, then no refund of **Premium** will be allowed.

## COMPLAINTS PROCEDURE (ALL SECTIONS OTHER THAN SECTION 5)

At Pen Underwriting, it is always **Our** intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In the majority of cases the agent who arranged the insurance will be able to resolve any concerns and **You** should contact them directly in the first instance.

Alternatively **You** can complain by contacting **Pen Underwriting Limited** (as per the contact details below) quoting **Your Policy** and/or claim number. **We** will investigate **Your** concerns and provide a response as soon as possible.

Address:  
 Pen Underwriting Limited Complaints  
 7th Floor Spectrum Building  
 55 Blythswood Street  
 Glasgow  
 G2 7AT  
 Telephone: 0141 285 3539  
 Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

**You** can also contact **Your Insurer**, contact details can be found in the **Schedule**.

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:  
 The Financial Ombudsman Service  
 Exchange Tower  
 London  
 E14 9SR  
 Telephone: 0800 0234567 (for landline users)  
 Telephone: 0300 1239123 (for mobile users)  
 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## COMPLAINTS PROCEDURE FOR SECTION 5

As a **Customer** of Abbey Legal Protection, **You** have the right to expect the best possible service and support. If **We** have not delivered the service that **You** expect or **You** are concerned with the service provided, **We** would like the opportunity to put things right. If **You** feel **We** have fallen short of **Our** standards, please contact the claims team at Abbey Legal Protection:

The Customer Services Manager Abbey Legal Protection  
 20 Fenchurch Street  
 London  
 EC3M 3AZ

Tel: 0345 350 1099  
 Email: [claims@abbeylegal.com](mailto:claims@abbeylegal.com)

## OUR COMPLAINTS PROCESS

In **Our** experience many problems can be resolved by speaking to the staff directly responsible for the handling of **Your Policy** or claim. They will do their best to address the problem and in **Our** experience most issues can be resolved satisfactorily at this stage.

When **You** contact **Us** **We** promise to;

- fully investigate **Your** complaint
- keep **You** informed of progress
- do everything possible to resolve **Your** complaint
- learn from **Our** mistakes
- use the information from **Your** complaint to proactively improve **Our** service in the future.

## COMPENSATION SCHEME

The providers of this insurance as defined in this **Policy** are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **You** may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

**You** are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance **You** are covered for 100 per cent of the claim without any upper limit.

In the unlikely **Event of Us** being unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme.

Their contact details are:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 or +44 (0)20 7741 4100

## COOLING OFF PERIOD

**You** are entitled to cancel this insurance by contacting **Your** broker within 14 days of either the date **You** receive **Your Policy** documentation; or, the start of the **Period of Insurance** whichever is the later.

## HOW TO MAKE A CLAIM

At Pen Underwriting, **We** understand that claims form a critical component of **Our** offering the moment the **Policy** becomes tangible and **We** are relied upon to deliver upon **Our** commitment to **You**.

Pen Underwriting have assembled an experienced team who embody **Our** three key principles of:

- 1) **Partnership** – working together to achieve the optimum outcome to the claim
- 2) **Expertise** – **We** employ staff and engage service providers who are experts in their field
- 3) **No-nonsense** – **We** apply a flexible and proactive approach to the claims process

For details on how to notify **Your** claim, please refer to **Your Schedule**.

## THE LAW THAT GOVERNS THIS POLICY

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this **Policy** shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

## CONTRACTING PARTIES AND RIGHTS OF ACTION

A person or company who is not a party to this **Policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this **Policy**. This Condition does not affect any right or remedy which exists or is available apart from that Act.

## DATA PROTECTION

Pen Underwriting are committed to protecting and respecting **Your** privacy.

Any **Personal Data You** supply to **Us** will be treated in accordance with the **Data** Protection Act 1998 (the "Act") and any other legislation intended to protect **Your** personal information and privacy.

Any **Personal Data** provided to **Us**, including sensitive **Personal Data** (such as information relating to health or criminal convictions), will be processed by **Us** for the purposes of:

- (a) providing insurance, handling claims and any other related purposes.
- (b) offering renewal, research or statistical purposes.
- (c) providing **You** with information, **Products** or services that **You** request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- (d) notifying **You** about changes to **Our** service.
- (e) safe-guarding against fraud and **Money** laundering.

The **Personal Data** that **We** collect from **You** may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, among other things the provision of support services. Where **We** transfer **Your Personal Data** outside of the EEA, **We** will take all steps reasonably necessary to ensure that it is treated securely.

Pen Underwriting 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:

- (a) **Our** group companies, which means **Our** subsidiaries, **Our** ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
- (b) affinity partners.
- (c) reinsurers.
- (d) other insurance intermediaries.
- (e) insurance reference bureaus.
- (f) credit agencies.
- (g) medical service providers.
- (h) fraud detection agencies.
- (i) loss adjusters.
- (j) solicitors/barristers.
- (k) accountants.
- (l) regulatory authorities; and
- (m) as may be required by law

**You** have the right to ask **Us** not to process **Your Personal Data** for marketing purposes. **We** will usually inform **You** (before collecting **Your Data**) if **We** intend to use **Your Data** for such purposes or if **We** intend to disclose **Your** information to any **Third Party** for such purposes. **You** can exercise **Your** right to prevent such processing by checking certain boxes on the forms **We** use to collect **Your Data**. **You** have the right to access any personal information **We** hold about **You**. **Your** right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet **Our Costs** in providing **You** with details of the information **We** hold about **You**.

For access to **Your Personal Data** please write to; The **Data** Protection Officer, Pen Underwriting, The Walbrook, 25 Walbrook, London, EC4N 8AW

For full details of **Our** privacy **Policy** please visit **Our** website at [www.penunderwriting.co.uk](http://www.penunderwriting.co.uk).

## INSURERS

The coverage under this **Policy** unless otherwise stated in the **Policy** Document is provided by the following; Insurance cover under the Legal Expenses Section is provided by the following **Insurer**:

### **Markel International Insurance Company Limited**

FCA Firm Reference Number - 202570 Company Registration Number - 966670  
Registered Office Address - 20 Fenchurch Street, London EC3M 3AZ

Insurance cover under the Directors & Officers Section is provided by the following **Insurer**:

### **Royal & Sun Alliance Insurance plc**

FCA Firm Reference Number - 202323 Company  
Registration Number (England and Wales) - 93792  
Registered Office Address - St Mark's Court, Chart Way,  
Horsham, West Sussex, RH12 1XL

Insurance cover under all other Sections is provided by the following **Insurer**:

### **Chubb European Group Limited**

FCA Firm Reference Number - 202803 Company  
Registration Number - 01112892  
Registered Office Address - 100 Leadenhall Street, London,  
EC3A 3BP

Chubb European Group Limited is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

**Your Insurers** identified above are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Full details can be found on the Financial Conduct Authority's register by visiting <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority on 0207 066 1000 and using the above references.





## SECTION 1 – COMBINED LIABILITY

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

### SECTION 1A - EMPLOYERS LIABILITY

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>We will cover you for up to £25,000,000 for <b>Your</b> Liability as an <b>Employer</b> against sums you shall legally be liable to pay as damages in respect of bodily injury sustained by an <b>Employee</b> in during the <b>Period of Insurance</b> within the territorial and In the course of employment by the <b>Insured</b>.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• <b>Employees Offshore</b></li> <li>• <b>Employee Passengers</b></li> <li>• <b>Radioactive Contamination</b></li> <li>• <b>Terrorism</b></li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

#### EXTENSIONS APPLICABLE TO COVER UNDER EMPLOYERS LIABILITY

- Unsatisfied Court Judgements

### SECTION 1B - PUBLIC AND PRODUCTS LIABILITY

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>We pay up to £10,000,000 for sums you are legally liable to pay as damages in respect of accidental <b>Bodily Injury, Damage, Trespass, Nuisance, Obstruction or Personal Advertising Injury</b> as a result of any one <b>Occurrence</b> or of an series of <b>Occurrences</b> arising directly from one source or original cause.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• <b>Abuse</b> – see section 1B definitions in the <b>Policy</b> Wording</li> <li>• <b>Advice</b></li> <li>• <b>Aircraft Products</b> including use or installation in or on any aircraft or Aerospatiale device</li> <li>• <b>Aircraft watercraft vehicles</b></li> <li>• <b>Asbestos</b> – for any loss arising out of or related to <b>Asbestos</b></li> <li>• <b>Custody or Control</b> of property belonging to or in the <b>Custody</b> or <b>Control</b> of the <b>Insured</b>.</li> <li>• <b>Contractual Liability</b></li> <li>• <b>Damage to Products</b></li> <li>• <b>Data Risk and Cyber Liability</b> (Notwithstanding coverage areas detailed above)</li> <li>• <b>Employees</b></li> <li>• <b>Fines or Penalties</b></li> <li>• <b>Personal and Advertising Injury</b></li> <li>• <b>Pollution</b></li> <li>• <b>Radioactive Contamination</b></li> <li>• <b>War</b></li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

#### EXTENSIONS APPLICABLE TO COVER UNDER PUBLIC AND PRODUCTS LIABILITY

- **Damage** to leased or rented **Premises**
- Data Breach and Cyber Attack
- Data Protection Act
- Defective Premises Act
- Crisis Response
- Motor Contingent Liability
- Residual Employers Liability

**SECTION 1C - DRIVERS NEGLIGENCE**

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>We will pay up to £50,000 in the aggregate for accidental damage to any motor vehicle the <b>Property</b> of or hired or to a customer or client of the <b>Insured</b> for any one occurrence or series of occurrences arising directly or indirectly from one source or original cause.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• <b>Loss of Use</b> due to wear and tear electrical and mechanical breakdown</li> <li>• <b>Tyres and Radios</b></li> <li>• <b>Weather and Deteriation Damage</b></li> <li>• <b>Willful Acts</b></li> <li>• <b>Theft of Accessories</b> – unless stolen with the entire vehicle</li> <li>• <b>Vehicle Drivers</b> – outside of coverage criteria, see conditions.</li> <li>• <b>Damage to Plant</b> – vehicle damage arising from use of plant, lifting gear, or fork lift truck attached to the vehicle.</li> <li>• <b>Racing, Pacemaking or Speed Testing</b></li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

**EXTENSIONS APPLICABLE TO COVER UNDER DRIVERS NEGLIGENCE**

- **Motor Contingent Liability**
- **Vehicle Removal**

**EXTENSIONS APPLICABLE TO COVER UNDER SECTION 1**

- **Acquisitions** – indemnity for any company or other business entity acquired or created by the insured during the period of Insurance subject to conditions.
- **Claims Preparation Costs**
- **Cross Liabilities**
- **Indemnity to Others**
- **Legal Defence Costs**
- **Manslaughter Defence Costs**

## SECTION 2 – PROFESSIONAL INDEMNITY

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>We will pay up to £10,000,000 for any one claim or series of claims made during the <b>Period of Insurance</b> where <b>You</b> shall become legally liable to pay including legally obligated vicarious liability as damages as a direct result of a <b>Wrongful Act</b> committed, by the <b>Insured</b>, within the <b>Territorial Limits</b>.</p> <p>If the Extension Fidelity Bonding is selected on the <b>Policy</b>, the maximum for any one claim is £250,000.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• <b>Employees – bodily injury and illness to employees during the Period of Insurance</b></li> <li>• <b>Fines and Liquidated Damages</b></li> <li>• <b>USA and Canada Jurisdiction</b></li> <li>• <b>Legal Advice</b></li> <li>• <b>Contractual Liability</b></li> <li>• <b>War</b></li> <li>• <b>Radioactive Contamination</b></li> <li>• <b>Medical Treatment</b></li> <li>• <b>Temporary Assignments</b></li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

### EXTENSIONS APPLICABLE TO COVER UNDER SECTION 2

- **Loss of Documents**
- **Dishonesty of Employees**
- **Dishonesty of Placed Personnel**
- **Libel and Slander**
- **Intellectual Property Rights**
- **Breach of Confidentiality**

## SECTION 3 – PROPERTY

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

The **Insurer** will indemnify the **Insured** in respect of **Damage** to the **Property Insured** at the **Premises** other than as excluded herein. **The Limit of Liability** under each item is subject to **Average**. See the **Policy** Clause - **Average**

### SECTION 3A - COMPUTER BREAKDOWN

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>We will pay for the cost of <b>Breakdown of Computer Equipment up to £20,000</b> and the <b>Increased Cost of Working up to £15,000</b> following <b>Breakdown or Failure of Distribution Equipment</b> and up to £10,000 for the <b>Reinstatement of Data</b>.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• <b>Breakdown of Computer Equipment</b> not covered by a maintenance rental hire agreement or manufacturer's warranty</li> <li>• <b>Computer Equipment over 10 years old</b> from the year of manufacture</li> <li>• <b>Any loss recoverable under any guarantee or maintenance rental hire or lease agreement contract</b></li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

#### EXTENSIONS APPLICABLE TO COVER UNDER COMPUTER BREAKDOWN

- Additional Rental Charges up to £2,500
- Consulting Engineers' Fees and Claims Investigation Costs up to £5,000
- Incompatibility of Computer Records up to £5,000
- Removal of Debris/Protection from Further Damage up to £5,000
- Temporary Repairs and Expediting Permanent Repairs up to £5,000

#### IMPORTANT CONDITIONS APPLICABLE TO COVER UNDER COMPUTER BREAKDOWN

- **Back up Records: You** must back up **Computer System** records every 24 hours.
- **Storage Verification and Security – You** must observe the manufacturers and or suppliers recommendations for storage verifications and security of **Computer System** records.

### SECTION 3B - MONEY AND ASSAULT

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p><b>Money</b> The <b>Insurer</b> will indemnify the <b>Insured</b> for Loss of Money belonging to the <b>Insured</b> or for which the <b>Insured</b> is responsible up to a Limit of £250,000 any one loss. For Individual Limits see your <b>Policy</b> Wording.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• Accounting Errors</li> <li>• Dishonesty of <b>Employees</b></li> <li>• <b>Loss of Money</b> from unattended vehicles</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>
<p><b>Assault</b> The <b>Insurer</b> will compensate the <b>Insured</b> for <b>Bodily Injury</b> caused by theft or attempted theft during <b>Business Hours</b>.</p>	

#### IMPORTANT CONDITIONS APPLICABLE TO COVER UNDER MONEY AND ASSAULT

- **Records and Key Security: You** must keep a complete record of **Money** in a secure place other than in a safe or strongroom containing **Money**, and ensure that outside **Business Hours** the safe or strongroom will be kept locked and the keys removed from the **Premises**.
- **Money in Transit:** is accompanied by the number of persons as specified in the **Policy** Wording and that private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

**SECTION 3C - BUSINESS INTERRUPTION**

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify the <b>Insured</b> up to the amount shown in respect of Cover resulting from <b>Damage</b> to <b>Property Insured</b> from the options below, if shown as operative in the Schedule.</p> <p><b>Option A – Loss of Income - £130,000</b> The amount by which the Income falls short of the <b>Annual Income</b> following damage to <b>Property</b>.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• Accounting Errors</li> <li>• Dishonesty of Employees</li> <li>• Unattended Vehicles</li> <li>• <b>Loss or Damage</b> outside the <b>Territorial Limits</b></li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>
<p><b>Option B – Increased Cost of Working - £175,000</b> Increased Costs arising from <b>Property Damage</b> less any savings in expenses following the <b>Damage</b>.</p>	
<p><b>Option C – Accounts Receivable - £500,000</b> <b>Loss of Account Receivable</b> directly as a result of <b>Property Damage</b>.</p>	
<p><b>Option D – Loss of Rent Receivable - £130,000</b> The amount the <b>Rent Receivable</b> shall in consequence of the <b>Damage</b> fall short of the <b>Standard Rent Receivable</b>.</p>	

## EXTENSIONS APPLICABLE TO COVER UNDER SECTION 3

- **Glass** up to £2,000 in the aggregate
- Subsidence (only if shown in the Schedule)
- Portable Electronic Equipment (only if shown in the Schedule).

## SECTION 4 – TERRORISM

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p><b>POOL RE</b> The <b>Insurer</b> agrees to indemnify the <b>Insured</b> up to the <b>Limits of Liability</b> stated in the Schedule against <b>Damage</b> and/or Business Interruption proximately caused by such <b>Act of Terrorism</b> as defined within the <b>Policy</b> Wording.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>• Gradual deterioration, wear and tear, frost or any other gradually operating clause</li> <li>• <b>Asbestos</b> material removal or modification</li> <li>• Subsidence, ground heave or landslip</li> <li>• <b>Damage</b> caused by or resulting from distortion, erasure, corruption or alteration of <b>Electronic Data</b> from <b>Malicious Programming</b></li> <li>• <b>Damage</b> to, and the cost necessary to replace, repair or rectify <b>Contract Works</b></li> <li>• <b>Damage</b> to <b>Contents</b> or <b>Stock</b> in transit</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>
<p><b>SPECIFIED TERRITORY – NON POOL RE (Wrap)</b> If this section is operative on the <b>Policy</b>, the exclusion in respect of <b>Terrorism</b> in Section 3 of this <b>Policy</b> shall not apply in respect of such <b>Event</b> or <b>Occurrence</b>.</p>	
<p><b>OUTSIDE SPECIFIED TERRITORY – NON POOL RE</b> The <b>Insurer</b> will pay for <b>Damage to Property Insured</b> and resulting Business Interruption occurring during the <b>Period of Insurance</b> directly caused by, resulting from, or arising out of or in connection with <b>Terrorism</b> in the territories listed in the Schedule.</p>	

## SECTION 5 – LEGAL EXPENSES

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

The **Insurer** agrees to indemnify the **Insured** up to the **Limit of Indemnity** in respect of **Legal Expenses** which arise from a **Legal Action** that meets the Cover criteria outlined within the **Policy** Wording in respect of the applicable Section 5A – 5I as highlighted below.

LIMIT OF INDEMNITY	
Any One Claim	£100,000
In Aggregate in the Period of Insurance	£1,000,000
Per day in respect of Jury Service/Witness Attendance Allowance	£100 per employee
In Aggregate in respect of Jury Service/Witness Attendance Allowance	£10,000
Minimum Amount in Dispute	£1,000

### SECTION 5A - EMPLOYMENT RIGHTS AND AGENCY WORKERS REGULATION

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
The <b>Insurer</b> will indemnify against the defence and/or pursuit of <b>Legal Action</b> relating to <b>Employment Rights</b> , brought by an Employee or individual placed by the <b>Insured</b> on a short-term contract with a <b>Client Company</b> .	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expenses</b> arising from or relating to contractually owed monies, any dismissal that arises within 30 days of the inception of the <b>Policy</b>, any <b>Basic or Compensatory Award</b>.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

### SECTION 5B - PROSECUTION

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
The <b>Insurer</b> will indemnify for the defence of a <b>Legal Action</b> which constitutes an appeal against an improvement, prohibition or suspension notice served on the <b>Insured</b> , or which constitutes a criminal prosecution.	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expenses</b> incurred in a Magistrates' <b>Court</b> that in excess of what would have been allowed should a full Representation Order have been granted, or in respect of a claim where it is alleged that the <b>Insured</b> has breached the terms and conditions of a Representation Order.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## SECTION 5C - PROPERTY

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify for the pursuit or defence of a <b>Legal Action</b> relating to the possession of land or Buildings occupied by the <b>Insured</b> of which the <b>Insured</b> is the freeholder or holder of a registered lease, or to recover compensation for damage to <b>Property</b> owned by the <b>Insured</b> for which the <b>Insured</b> is legally responsible.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expenses</b> arising from or relating to the recovery of <b>Rent Payable</b>, licence disputes, mining or other subsidence or heave.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## SECTION 5D - TAXATION ENQUIRY (INCLUDING IR35 DISPUTES)

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify the defence of an in-depth investigation into the personal tax affairs of a Director of the <b>Insured</b>, or an appeal against a written VAT decision or assessment issued by <b>HMRC</b> including the local review procedure and any VAT Tribunal.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expenses</b> arising from or relating to any <b>Tax Avoidance Scheme</b> adopted by the <b>Insured</b>, any investigation or inspection by <b>HMRC</b> that commenced prior to the inception of this <b>Policy</b>, any enquiry borne out of an enquiry into earlier year's tax return(s) or a tax return already under enquiry.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## SECTION 5E - DATA PROTECTION

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify the defence of a <b>Legal Action</b> brought against the <b>Insured</b> for compensation under Section 13 of the Data Protection Act 1998 or a pursuit of a <b>Legal Action</b> which involved an appeal by the <b>Insured</b> against an enforcement notice.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expense</b> arising from or relating to any criminal prosecution.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## SECTION 5F - CONTRACT

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify for the pursuit or defence of a <b>Legal Action</b> arising from a dispute with a <b>Customer</b> or supplier, in respect of a contract with that <b>Customer</b> or supplier, for the sale, purchase, hire or supply of goods or services.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expenses</b> arising from or relating to any claim made within 90 days from inception of this <b>Policy</b>, any licence or franchise agreements, the letting or tenancy of <b>Property</b>.</li> <li>£500 excess, rising to £1,000 in respect of disputes arising from contracts with and/or supply of temporary staff.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>



## SECTION 5G - STATUTORY LICENCE

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify for an appeal to the relevant statutory body or <b>Court</b> concerning a decision by a registration authority where the authority suspends, revokes, alters the terms of or refuses to renew a Statutory Licence.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expense</b> arising from or relating to an original application for a Statutory Licence, the standard renewal of a Licence, representation of the <b>Insured</b> in Legal Proceedings.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## SECTION 5H - JURY SERVICE ALLOWANCE

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will indemnify the <b>Insured</b> in respect of the Income, Salary or wages of any Director or partner in or Employee of the <b>Insured</b> in respect of that individual's obligation to attend <b>Court</b> for jury service, and the additional costs incurred of temporary replacement staff up to the limits specified in the Schedule.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> will not pay <b>Legal Expenses</b> arising from or relating to the first five working days of jury service, any jury service for which the <b>Insured</b> or any <b>Employee</b> has received a summons prior to the inception of this Insurance, any payment which is recoverable from the <b>Court</b> in question.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## SECTION 5I - LEGAL ADVICE HELPLINE

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>The <b>Insurer</b> will provide the <b>Insured</b> with confidential advice and guidance on legal and taxation matters affecting <b>Business Activities</b>.</p>	<p>The <b>Insurer</b> will not pay Liability for or arising out of:</p> <ul style="list-style-type: none"> <li>The <b>Insurer</b> accepts no responsibility for failure of this service for reasons outside the control of the <b>Insurer</b>.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

## EXCLUSIONS APPLICABLE TO COVER UNDER SECTION 5

The **Insurer** shall not be liable for **Legal Expenses** in respect of:

- Any **Legal Action** or work in respect of which the **Insurer** has not given prior written consent.
- Any matter reported to the **Insurer** more than six months after its **Occurrence**.
- Any **Legal Action** brought or proceeding outside the **Territorial Limits**.
- Any damages, fines or penalties.
- An application of judicial review.

## SECTION 6 – PERSONAL ACCIDENT

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

FEATURES AND BENEFITS		SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>If during a <b>Period of Insurance</b> an <b>Accident</b> occurs during the <b>Effective Time</b> and causes <b>Bodily Injury</b> to an <b>Insured Person</b>, the <b>Insurer</b> will pay the Policyholder the benefit amount shown in the <b>Policy</b> Schedule for Death, <b>Permanent Total Disablement from Usual Occupation</b> or Any Occupation, Permanent Disabling Injuries based on the scales as shown in the Schedule.</p>		<p>The <b>Insurer</b> will not pay any claim for <b>Bodily Injury</b>, or expense which results from or is contributed to by:</p> <ul style="list-style-type: none"> <li>• Sickness or disease which is not itself the direct result of Bodily Injury</li> <li>• Repetitive stress (strain) injury or syndrome or any gradually operating cause</li> <li>• Any psychological or psychiatric condition, other than Post Traumatic Stress Disorder.</li> <li>• War, whether declared or not in the <b>Insured</b> Person's Country of Domicile.</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>
<p><b>Maximum Limits Per Insured Person:</b></p>		
<p>1. All benefits payable under Sections A:</p> <p>2. For Death, Permanent Total Disablement or Permanent Disabling Injuries benefits payable under Section A</p> <p>3. For Death, or Permanent Disabling Injuries (items A or B of the Scale of Injuries only) for Insured Persons aged 75 or over</p> <p>4. The Death benefit for a Child:</p>	<p>£50,000</p> <p>£25,000</p> <p>£25,000</p> <p>£0</p>	
<p><b>Aggregate Limits:</b></p>		
<p>1. Per Event Overall:</p> <p>2. Per Event for Insured Persons travelling in any multi-engine aircraft:</p> <p>3. Per Event for Insured Persons travelling in any aerial device other than a multi-engine aircraft:</p>	<p>£500,000</p> <p>£125,000</p> <p>£50,000</p>	

## SECTION 7 – DIRECTORS & OFFICERS

All applicable **Policy** excess amounts are stated on your **Policy** Schedule and are dependent on the level of cover selected on the **Policy**.

The **Limit of Indemnity** per section as shown in this Summary of Cover are applicable to the policy unless otherwise stated in your Policy Schedule.

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS
<p>We will cover you for up to £2,000,000 in the aggregate for all loss arising out of all Claims made against the Individual and the Company during the Period of Insurance for all insurance covers combined.</p>	<p>The Insurer will not pay:</p> <ul style="list-style-type: none"> <li>• £5,000 each and every Claim against the Company for an official investigation under Insuring Clause: Cover for the Insured (3).</li> </ul> <p>The <b>Insured</b> will be liable for any applicable excess as stated on your <b>Policy</b> schedule for this section.</p>

### COVER FOR INDIVIDUALS

The **Insurers** will pay **Loss** as incurred by an Individual or Individuals in respect of any claim made against an Individual during the **Period of Insurance** (or Discovery Period, if applicable) for a **Wrongful Act**.

### COVER FOR THE INSURED

The **Insurers** will pay for **Loss** incurred by the **Insured** during the **Period of Insurance** (or Discovery Period, if applicable) in respect of any claim made against an Individual or Individuals for a **Wrongful Act** where the **Insured** pays the Loss on behalf of the Individual, or made against the **Insured** for a **Wrongful Act**, or any legally required attendance by the **Insured** or on behalf of the **Insured** at any official investigation into the health and safety affairs of the **Insured**.

### EXTENSIONS APPLICABLE TO COVER UNDER SECTION 7

- Automatic Reinstatement of the Limit of Indemnity for Non-Executive Directors
- Retirement Cover
- Discovery Period Options (Bilateral)
- Outside Directorship Cover
- Official Investigation Costs
- Social Media Public Relations Consultancy Fees
- Emergency Costs and Expenses

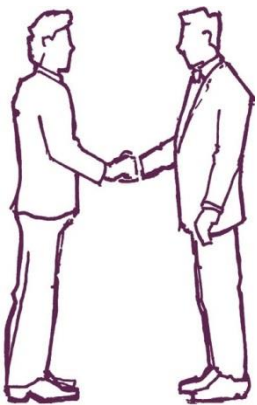
### SIGNIFICANT OR UNUSAL EXCLUSIONS OR LIMITATIONS APPLICABLE TO COVER UNDER SECTION 7

The **Insurers** shall not be liable for Loss on account of any:

- Claims arising from or attributable to:
  - Any criminal or dishonest act or omission; or
  - Any act or omission committed with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or
  - The gain of any personal profit, remuneration or advantage to which the Individuals were not legally entitled.
  - Any Act of Terrorism
  - Any public sale of public issue of any shares or other Securities or similar instruments of the **Insured**
  - Fines or penalties or non-monetary relief

### IMPORTANT CONDITIONS APPLICABLE TO SECTION 7

- **Claim Reporting:** the Individuals or the **Insured** must provide Notification as soon as practicable.



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