

Policy Overview

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Full terms and conditions can be found in the policy document, a copy of which is available on request.

What is Swimsure Insurance?

It is designed to cover the main insurance needs of your business as a Swimming Club or Swimming School. The policy is underwritten by Allianz Insurance plc.

How do I make a complaint?

Our aim is to get it right, first time every time. If we make a mistake we will try and put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

If you have a general complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager,
Allianz Insurance plc,
57 Ladymead,
Guildford,
Surrey,
GU1 1DB.

Telephone number: 01483 552438

Fax Number: 01483 790538

Email: accsm@allianz.co.uk

If your complaint relates to the Commercial Legal Expenses Section of your Policy, please contact our Commercial Legal Expenses Customer Satisfaction Manager at:

Commercial Legal Expenses Customer
Satisfaction Manager

Allianz Legal Protection,
2530 The Quadrant,
Aztec West,
Almondsbury,
Bristol,
BS32 4AW
Telephone:
0345 0700 886

Email:
alpenquiries@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Would I receive compensation if Allianz Insurance plc is unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 6781100 or 0207 741 4100.

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

Covers Available

Public and Products Liability

Public and Products Liability is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

Key Features and Benefits

This section insures your legal liability to pay compensation to members of the public, or club or association members, if they are injured or their property is damaged as a result of an accident caused by you or your products, or your employees or members while acting on your behalf

Limit of Indemnity – as selected by you up to £10,000,000 in respect of

- Any one claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination.

Territorial Limits

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- Any other member country of the EU
- Elsewhere in the world in respect of activities of partners, directors, employees or members normally resident in Great Britain, Northern Island, the Isle of Man and the Channel Islands but temporarily on a journey or visit in connection with club or association activities.
- anywhere in the world in respect of Products

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

Health and Safety at Work – Legal Defence Costs

Covers legal defence costs arising out of the Health and Safety at Work Act 1974.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £500 for each days' attendance
- Employee £250 for each days' attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule whichever is the lower.

Cloakroom Liability

Covers legal liability in respect of members' or visitors' property in a cloakroom at the premises, if the cloakroom is locked or an attendant is on duty:

£150 per person

£1,000 in total in the period of insurance.

Significant Exclusions or Limitations

- Injury to any employee
- Loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- Liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- Liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law (other than for loading/unloading) or any water craft or aircraft
- Liability arising out of error or omission in any design, formula, specification, inspection, certification or testing performed for a fee
- In respect of injury, loss or damage arising from products:
 - Liability which attaches solely under the terms of an agreement
 - Installed or incorporated in aircraft or spacecraft
 - Claims made in any country outside the European Union if you have premises or representation in that country
- Injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada
- Injury, loss or damage arising from products exported to the USA or Canada
- Any liability in respect of pollution or contamination:
 - In the USA or Canada
 - Elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- Fines, penalties or liquidated, aggravated, punitive or exemplary damages
- The excess shown in the schedule
- Use of weapons unless specified in the schedule
- Professional sportspersons (except coaches, instructors, or others in an official capacity)
- The organisation of tournaments involving another party not named as the Insured unless specified in the schedule and an additional premium paid
- Liability arising from an act of abuse, unless specified in the schedule and an additional premium paid

Terrorism Cover

Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule whichever is the lower.

Public and Products Liability (continued)

Key Features and Benefits

Car Park Liability

Covers legal liability in respect of members' or visitors' vehicles at the premises' car park, and vehicle contents if lost with such vehicle:

£2,500 per vehicle

£10,000 in total in the period of insurance

Member to Member Liability

Covers each club or association member or official as though each individual was separately named in this section.

The total Limit of Indemnity available to all parties is not increased.

Significant Exclusions or Limitations

Asbestos

Liability caused by or arising from exposure to asbestos is limited to £5M or the amount stated in the policy schedule whichever is the lower.

Employers Liability Section

Key Features and Benefits

Limit of Indemnity - £10,000,000 in respect of any one claim or series of claims arising out of one occurrence

Territorial Limits

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- Elsewhere in the world for employees resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but temporarily employed elsewhere

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

Health and Safety at Work – Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974

Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £250 for each days' attendance
- Employee £150 for each days' attendance

Significant Exclusions or Limitations

- work on an offshore installation or travelling to or from
- injury to any employee where motor insurance is required by law to be in force

Professional Indemnity

Key Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:-
 - breach of professional duty
 - infringement of copyright or intellectual property rights
 - breach of confidentiality
 - defamation
 - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – cost of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.
- **Disputed Fees** – at the discretion of the Insurer, indemnity for Disputed Fees where the Insured agrees not to contest any outstanding fees and where at the sole discretion of the Insurer, the Insurer decides that by not contesting any outstanding fees that this will prevent a claim.

Significant Exclusions or Limitations

- **Claims Made Wording**
 - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
 - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance
- **Limit of Liability**
 - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance
- **Cover exclusions:**
 - Bodily Injury to any person
 - Property Damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing the Insured’s Professional Services
 - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
 - Failure to make an accurate pre-assessment of the cost of performing your professional services.
 - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
 - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
 - Insolvency, liquidation, administration or receivership of your business.
 - Manufacturing defect in any product.
 - Previous claims or circumstances
 - Prior Acts (before the Retroactive Date stated in your Schedule).
 - Trading debt incurred or guarantee given by you for a debt.
 - Claims brought in the United States of America or Canada.
 - War or Terrorism

Commercial Legal Expenses

Commercial Legal Expenses is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

Key Features and Benefits

1 Employment Disputes and Awards of Compensation

The Insured have cover of up to £100,000 for any one claim in respect of your legal costs to:

- defend disputes at an Employment Tribunal
- pay Basic and Compensatory awards
- pursue a previous employee to recover possession of premises belonging to the Insured
- pursue a previous employee following a breach of an express restrictive covenant

2 Taxation Proceedings

The Insured have cover of up to £100,000 (apart from a business self assessment Aspect enquiry where the most the Insurer will pay is £2,000) for any one claim in respect of the Insured's professional fees and costs to represent the Insured in:

- a business self assessment Full or Aspect Enquiry by HM Revenue & Customs
- an Employer Compliance Dispute with HM Revenue & Customs into your PAYE, National Insurance Contributions or Construction Industry Scheme affairs
- a VAT dispute with HM Revenue & Customs following a written decision, assessment or statement of alleged VAT arrears or a written notice of VAT default surcharge

3 Criminal Prosecution Defence

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to defend the Insured's legal rights after an event which arises out of the Insured's normal business activities and results in criminal proceedings against the Insured

4 Damage to Premises

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs if legal action is taken in a dispute relating to physical damage caused to the Insured's business premises, which results in proven financial loss to the Insured

Significant Exclusions or Limitations

- Any claim arising from disciplinary action against an employee or change to an employee's contract of employment where the Insured have not sought and followed the advice of the Lawphone Legal Helpline before making the change to the employee's contract or before taking any action which leads to the giving of a formal warning or dismissal of an employee
- Any incident giving rise to a claim must occur at least three months after the start of the first period of insurance
- Any dispute with an employee who was subject to a written or verbal warning in the six months before the start of the first period of insurance
- Any costs arising out of an internal disciplinary hearing or grievance
- Any claim relating to a breach of an express restrictive covenant where the employee was working his or her notice period before the inception of this cover

- An excess of £200 in respect of a business self assessment Aspect enquiry by HM Revenue & Customs
- Any IR35 enquiry by HM Revenue & Customs
- Any claims relating to HMRC Specialist Investigations or conducted under the HMRC Civil Investigation of Fraud or Criminal Investigations procedures
- Any claim relating to deliberate, reckless or careless mis-statements by the Insured

- The defence of a prosecution relating to:
 - fraud, theft or other dishonesty; or
 - the ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; or
 - any investigation by HM Revenue & Customs

- Damage arising out of a contract you have with another person or organisation

Commercial Legal Expenses (continued)

Key Features and Benefits

Significant Exclusions or Limitations

5 Data Protection

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to:

- defend the Insured in a civil dispute relating to the Data Protection Act 1998
- appeal against a refusal of an application for registration or alteration of the Insured's registered particulars
- appeal against an Enforcement, De-registration or Transfer Prohibition Notice
- pay compensation awards against the Insured relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation

- The defence of a criminal prosecution
- Any dispute relating to the Insured's failure to register as a Data Controller

6 Commercial Tenancy Agreement

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to pursue the Insured's legal rights in a dispute relating to the Insured's commercial tenancy agreement

- Any disputes relating to rent or service charges, planning or building regulations or decisions
- Any dispute relating to the renewal of a lease or Commercial Tenancy Agreement
- Any dispute relating to the letting of premises for residential purposes

7 Statutory Licence Appeal

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to appeal the withdrawal, restriction or suspension of the Insured's statutory licence

- Any appeal arising out of a hearing resulting from a commercial decision made by the Insured
- Any appeal relating to a statutory licence which had been the subject of an appeal within the 12 months prior to the inception of this cover
- Any disciplinary or internal procedures (or appeals from those procedures) conducted by authorities who regulate the Insured or the Insured's employees in the performance of normal activities relating to the Insured's business
- Any appeal relating to the first application for or renewal of the Insured's statutory licence

8 Pension Trustee Defence

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to defend the Insured's legal rights as a trustee of a pension fund set up for the benefit of the Insured's employees

9 Employees Civil Defence

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to defend the Insured's employees legal rights, arising out of their work, under legislation for unlawful discrimination

Commercial Legal Expenses (continued)

Key Features and Benefits

10 Personal Injury

The Insured have cover of up to £100,000 for any one claim in respect of the Insured's legal costs to pursue the Insured's legal rights against another party who causes the Insured's death or bodily injury whilst the Insured are engaged in their business

11 Jury Service Allowance

The Insured have cover of up to £5,000 for any one claim in respect of the salary or wages of an employee that the Insured cannot get back from the court if that employee has to go to court for jury service

12 Contract Disputes – Below Small Claims Limit

Cover of up to £50,000 for any one claim in respect of the Insured's legal costs to pursue or defend disputes with a manufacturer or supplier or customer relating to the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service

Additional Services available to all policyholders

Commercial Litigator Service – Contract Disputes above the Small Claims Limit in Great Britain

Access to free legal advice that will assess the merits of the Insured's business taking legal action against another person or organisation relating to a contractual dispute (including a professional negligence dispute)

This service will be provided by one of our chosen solicitor firms

Significant Exclusions or Limitations

- Any dispute between the Insured and any of the Insured's employees
- The limit is £100 per day
- The amount in dispute must be at least £250
- The legal action must be taken in a Small Claims Court
- Any dispute which occurs in the first three months of the first period of insurance
- Any dispute to do with computers or lease or tenancy agreements
- Any dispute relating to the ownership, possession, hire or use of motor vehicles
- The legal action to pursue the dispute must be able to be taken within Great Britain
- The amount in dispute must be more than the Small Claims Limit in Great Britain
- This service provides up to 7 hours free work to assess the Insured's case. If more than 7 hours work is required to complete the assessment, the solicitor will offer to carry out that work at a cost that will be agreed with the Insured before the work is carried out
- If the solicitor needs to incur expenses or other disbursements to provide the Insured with the assessment, the Insured will be responsible for those costs, which will be agreed with the Insured before they are incurred
- This service will not be available in respect of disputes relating to:
 - libel or slander
 - debt recovery
 - employment contracts, partnerships or shareholdings
 - property (including intellectual property)
 - taxation, inheritance or trusts
 - insurance contracts; or
- situations for which the Insured have already received a legal opinion or taken legal action

Commercial Legal Expenses (continued)

Key Features and Benefits

Undisputed Debt Recovery Service

Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to the Insured's business

The service is provided by DWF LLP for undisputed debts within England and Wales, and HBJ Claim Solution solicitors for undisputed debts within Scotland

Additional Benefits available to all policyholders

Lawphone Legal Helpline

Advice on any business related legal matter

Tax Advice Helpline

Advice on any tax matter affecting your business
The advice is provided by Abbey Tax Protection a trading division of Abbey
Tax and Consultancy Services Ltd

Allianz Legal Online

Online support to help the Insured produce legal paperwork in connection with the Insured's business
Allianz Legal Online is provided by Epoq Legal Ltd

Significant Exclusions or Limitations

- The legal action to recover the debt must be able to be taken within Great Britain
- The amount of the undisputed debt must be at least £250
- The Insurer will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to the Insured before any work is undertaken to recover the undisputed debt
- This service does not apply where the person or organisation that owes the debt to the Insured's business has a realistic chance of defending the legal action the Insured take to recover that debt

- Advice is only available over the telephone
- Advice only relates to the Insured's company's legal problems
- Advice will always be in accordance with the laws of England, Wales, Scotland and Northern Ireland

- Advice is only available over the telephone
- No advice is available in respect of tax planning
- Advice will always be in accordance with the taxation laws of England, Wales, Scotland and Northern Ireland

- This service is only available over the internet.
- The legal paperwork and guidance will always be in accordance with the laws of England, Wales, Scotland and Northern Ireland

Limit of Indemnity

- The Insurer will pay up to £1,000,000 for all claims first notified to us during the Period of Insurance

General Exclusions and Conditions

- Claims where there are no reasonable prospects of a satisfactory outcome
- Claims that are not reported to the Insurer during the period of insurance
- Any legal expenses incurred without the Insurer's written consent
- At any time before the Insurer agrees that legal proceedings need to be issued, the Insurer will choose the legal representative. The Insured can only choose the legal representative if the Insurer agrees that legal proceedings need to be issued or if a conflict of interest arises that means the legal representative chosen by the Insurer cannot act for the Insured. This does not apply to claims where the Insurer may be liable to pay Awards of Compensation under Event 1a Employment Defence or Data Protection Compensation Awards under Event 5 Data Protection. In these circumstances the Insurer will always choose the legal representative
- If the Insurer agrees to appoint a legal representative that the Insured choose an excess of £500 will apply

Directors and Officers Liability Insurance

Key Features and Benefits

• Directors & Officers Liability

Cover against legal defence costs and expenses and settlements or damages awarded against insured persons for which they are personally liable for an actual or alleged

Wrongful Act:

- breach of duty or trust
- neglect, error or omission
- misrepresentation, misstatement or misleading statement
- libel, slander, defamation
- breach of contract
- breach of warranty of authority.

Wrongful Act also includes

- any violation of the Companies Act 2006
- shareholders derivative actions
- employment practice related acts
- any violation of the Bribery Act 2010
- any other matter claimed against an insured person whilst in their capacity as an insured person.

Insured Person includes

- past, present and future individuals (executive and nonexecutive), shadow directors (on an outward basis), de facto directors, outside directors, prospective directors from a listing and compliance committee members
- all approved persons who perform controlled functions as
- specified by the Financial Conduct Authority and includes cover for the equivalent position in any other jurisdiction
- employees in a managerial or supervisory capacity
- an employee where named as a defendant in connection with an employment practice dispute or co-defendant to any action
- automatically extends to include spouses/civil partners, heirs, estates and legal representatives of deceased directors and officers where they are pursued as part of a claim against an insured person.

• Company Reimbursement Cover

Cover to provide for the reimbursement of the company for claims paid on behalf of its directors and officers where it has indemnified or agreed to indemnify the individual director or officer concerned.

• Non Executive Directors Cover

Cover is provided for non executive directors where the Limit of Liability is exhausted and indemnity is not available from the company or any other source.

An additional Limit of Liability applies per director but there is no overall restriction with regard to the number of individuals involved.

• Investigation Additional Cover

Costs and legal expenses of individuals in connection with the preparation for or attendance at official and professional investigations into their actions or those of the company are automatically covered up to the Limit of Liability.

Additional cover is provided which will operate prior to the actual identification of a wrongful act, and from when the attendance of an insured person is first required to attend or becomes aware of such investigation.

Significant Exclusions or Limitations

• Claims Made

Cover is provided on a claims made basis, meaning that the insurance only covers claims first made and circumstances first notified to us during the period of insurance or any discovery period (if applicable).

• Limit of Liability

The limit is an aggregate limit for the period of insurance and is inclusive of all financial losses, defence and investigation costs.

Non Executive Directors Cover is a separate aggregate amount of £250,000 and applies in addition to the Limit of Liability.

Sub limits apply to:

- Reputational Crisis Costs - £5,000 any one circumstance/person and £50,000 in the aggregate in the
- period of insurance
- Emergency Defence Costs - limit 10% of the Limit of Liability
- Foreign Corrupt Practices Act - limit £1,000,000
- Entity Cover Extension – limit £500,000 or 50% of the Section Limit of Liability whichever is the lower in the aggregate in the period of insurance.

Sub limits are part of and not payable in addition to the Limit of Liability, and are subject to the overall Limit of Liability.

Exclusions

- Proven fraud, dishonesty, illegal profit or remuneration where established by final judgement or adjudication or admission by an insured.
- Prior claims or circumstances where known or aware of at the inception date of cover or where notified under a prior cover.
- Litigation or arbitration proceedings initiated or pending at the Prior/Pending Litigation date.
- Pension Trustee; cover will not apply for any individual acting in the capacity of trustee of any trust fund, pension scheme, employee benefit scheme or similar scheme.
- Bodily injury or property damage; this exclusion does not apply in respect of Employment Practice liability or corporate manslaughter proceedings.
- Insured versus Insured actions brought or maintained in the USA, except as specifically provided for under the Acknowledged Insured vs Insured Cover.
- Offering of Securities, excluded other than in respect of any public or private debt offering.
- Cover generally excludes:
 - criminal fines and criminal penalties
 - remuneration or employment related benefits
 - a direction or contribution notice by the Pensions Regulator
 - taxes except where the personal liability of a director for nonpayment
 - of corporate taxes is established by law and indemnity
 - by the company is not available
 - amounts uninsurable under the law applicable except punitive
 - or exemplary amounts or the multiplied portion of multiple
 - damages
 - punitive or exemplary damages for an Employment Practice Wrongful Act.

Directors and Officers Liability Insurance (Continued)

Key Features and Benefits

In addition, we will pay the costs of an internal investigation following the self reporting of any actual or potential regulatory issues to any governmental, regulatory or judicial agency.

• **Health & Safety & Corporate Manslaughter**

Covers defence costs and legal representation expenses should the insured find themselves subject to proceedings for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health & Safety at work Act 1974, including cover arising under equivalent legislation in another jurisdiction.

• **Employment Practice Wrongful Act**

Covers claims made against any insured person in respect of employment disputes such as those involving:

- unfair and wrongful dismissal
- harassment
- discrimination and retaliation
- failure to employ or promote
- violations of the Employment Rights Act 1996.

relating to the past, present or future employment of an individual, other than to the extent that the insured person is indemnified by the company.

• **Extradition Proceedings**

Should an insured person find themselves subject to proceedings following a request for deportation, extradition or arrest warrant, cover is provided for the costs and expenses incurred including the costs and expenses associated in bringing an appeal to overturn such a case.

• **Emergency Defence Costs**

Where it has not been practicable to obtain our prior consent, cover extends to include an amount in respect of advance defence costs, fees and legal expenses reasonably incurred.

• **Bail & Civil Bonds**

Where you are required by a court to pay bail (or an equivalent in another jurisdiction), cover is provided for such costs of the Bond without any sub limit. These costs will not include the collateral cost of the Bonds.

• **Outside Entity**

Provides blanket protection for any external directorships held by insured persons at the specific request of the company. An outside entity is not subject to any minimum ownership threshold, and will include any entity (including a not for profit entity) that is not a subsidiary or financial institution or have any of its securities listed in the United States of America.

• **Automatic Acquisition Cover**

Cover will automatically extend to include any new subsidiary company acquired or created during the period of insurance. Cover will be subject to the payment of an additional premium, and any terms and conditions that we require.

• **Management Buy-Out**

Upon your request we will provide a free 45 day continuation of cover for the relevant directors and officers should a subsidiary be involved in a management buy-out, for wrongful acts committed by an insured person subsequent to the buy-out.

Significant Exclusions or Limitations

Deductible

• A deductible will not apply to any claim made under the Directors & Officers Cover or Company Reimbursement Cover (outside of USA jurisdiction) unless specified otherwise in your policy schedule. In respect of any claim brought within the jurisdiction of the USA, a deductible of £5,000 will apply to Company Reimbursement Cover unless specified otherwise in your policy schedule.

• A sub limit of 10% of the Limit of Liability applies to the extension.

- Total assets must not exceed 50% of your total assets.
- Subsidiary securities must not be listed on any exchange.
- Excludes Financial Institutions.

Directors and Officers Liability Insurance (Continued)

Key Features and Benefits

• **Discovery Period**

In the event that cover is not renewed or replaced, cover automatically extends to allow a 30 day period for claims to be made, free of charge, with the option to extend this period for up to a year at an additional premium. We can also provide a period of up to a further six years upon request, and at our discretion, in the event of a change of control.

• **Retired Director or Officer Cover**

Provides lifetime cover for retired individuals (except where disqualified from holding office), or those who have left the company voluntarily, in the event of their not having protection via any ongoing insurance. Cover includes costs in respect of any investigation or self reporting investigation.

• **Reputational Crisis Costs**

Costs incurred in seeking the services of a crisis management firm or public relations consultant in order to mitigate the adverse effect on an insured's reputation as a result of a claim, circumstance or extradition proceeding.

We have an agreement with a panel of professional advisers to provide assistance in the event of a reputational crisis. Alternatively, you may use a service provider of your choice as required.

• **Corporate Tax Liability**

Provides cover for any personal liability of a director or officer that may arise from the non payment of corporate taxes due to insolvency of the company and where indemnification is not otherwise available.

• **Bodily Injury / Property Damage Cover**

Cover for defence costs up to the Limit of Liability should an individual be faced with an allegation involving bodily injury or property damage and the company not provide them with indemnification.

• **Whistle blowing Legislation**

Cover includes protection for whistleblower incidents such as those falling under the Public Interest Disclosure Act 1998.

• **Bribery Act 2010 & Foreign Corrupt Practices Act**

Provides cover for civil fines and penalties imposed in relation to the Bribery Act 2010, the Foreign Corrupt Practices Act or similar legislation.

• **Pollution Cover**

Cover for pollution is provided up to the Limit of Liability where indemnity is not available from the company. Cover is also provided for shareholder derivative actions.

• **Acknowledged Insured vs Insured Claims**

Broad cover is provided as there is no exclusion in respect of one insured person making a claim against another insured person provided the claim is brought outside of the USA.

Significant Exclusions or Limitations

• A sub-limit of £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance applies to this extension.

• If you do not wish to use our panel adviser, you must obtain our prior written consent to use the service provider chosen.

• A sub-limit of £1,000,000 applies in respect of the Foreign Corrupt Practices Act.

• For claims brought within the USA cover is provided for defence costs up to the Limit of Liability for:

- Employment Practice claims
- Claims brought by liquidators or receivers
- Contribution or indemnity matters resulting from other claims
- Shareholder derivative actions
- Claims brought by former directors or officers
- Whistleblower situations.

Directors and Officers Liability Insurance (Continued)

Key Features and Benefits

• Disqualification Proceedings

Cover includes costs and expenses incurred should an insured person need to bring legal proceedings to obtain the discharge or revocation an order disqualifying them from holding office as a company director in connection with a valid claim.

• Offering of Securities

Cover is automatically provided in the event that funds are raised in respect of any public or private debt offering anywhere in the world.

• Entity Cover Extension

This extension provides cover to specifically protect the company as opposed to its directors and officers, and enables liability claims to be brought directly against the company and for cover to respond on behalf of the company. Cover includes:

- Legal defence costs and expenses and settlements or damages

awarded against the company for an actual or alleged Wrongful Act

- Investigation Costs in respect of an Investigation under the Health and Safety at Work Act 1974 or the Corporate Manslaughter and Corporate Homicide Act 2007.

• Claims Notifications

Claims are not subject to restrictive 'condition precedent' reporting conditions. An extended notification period to report claims is provided up to 90 days after expiry of the period of insurance.

• Allocation

To facilitate a quicker resolution of any allocation dispute that may arise regarding covered and non covered matters or parties, we commit to using our best efforts to agree a fair and proper allocation as to the proportion payable.

• Priority of Payment of Claims

Condition that clearly states the order in which payment will be made and reflect the reality of claims payment situations. Allowance is made for the complexities which can occur in terms of when monies are actually due to the various parties involved but also allow adequate flexibility.

Significant Exclusions or Limitations

• Entity cover is subject to a sub-limit of £500,000 or 50% of the Section Limit of Liability whichever is the lower, and a deductible of £5,000 each claim applies unless successfully defended.

This extension is subject to the cover general exclusions and conditions, and in addition excludes:

- Employment Practice liability
- liability relating to competition, restraint of trade, or deceptive
- acts and practices in trade and commerce
- private placement or public offering of any securities
- performance or failure to perform professional services
- infringement of copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any product or services
- contractual liability except in respect of defence costs
- pollution other than in respect of shareholders derivative
- actions
- any trust fund, pension scheme, profit-sharing scheme or
- employee benefit scheme
- claims brought or maintained by or on behalf of the company
- bodily injury and property damage except in respect of
- Investigation Costs
- efficiency or performance of any products or services except in respect of Investigation Costs.

Directors and Officers Liability Insurance (Continued)

Key Features and Benefits

- **Severability**

Full severability is provided for your benefit. For the purposes of determining the availability of cover or applicability of any exclusion, the conduct of an insured person, or the knowledge possessed by an insured person shall not be imputed to any other insured person.

- **Non-Avoidance**

Condition waiving our rights to avoid the cover in the event of innocent non-disclosure. This ensures that cover cannot be withdrawn from innocent individuals under any circumstances. In the event of any fraudulent misrepresentation or non-disclosure, cover can only be restricted for culpable, specific, individuals.

- **Termination/Cancellation**

Cover is non-rescindable by us (other than in respect of non-payment of premium).

- **Subrogation**

Restricts our rights of subrogation against an individual insured unless the claim involves a deliberate criminal act or illegal profit or advantage.

- **Assignment**

In order to safeguard the individual insured's interests, cover cannot be assigned for the benefit of any other party without our prior agreement.

Significant Exclusions or Limitations

Property Damage All Risks

Key Features and Benefits

- **Contents** - cover includes computer records, money up to £1,000, personal effects of employees and directors up to £1,000.
- **Inflation Provision** - sums insured are index linked. Alternatively you may select the Day One Reinstatement basis of settlement.
- **Services** - cover provided for damage to services including telephone, gas, water and electricity instruments, piping, cabling etc.
- **Alterations and Additions** - limit up to £1,000,000.
- **Locks and Keys** - covers the cost of replacing locks and keys limit £25,000 any one claim.
- **Metered Utilities** - covers charges incurred as a consequence of damage up to £25,000 any one claim.
- **Exhibitions** - covers property whilst at any exhibition up to £25,000 any one exhibition.
- **Trace and Access** - covers the cost of locating the source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £25,000 any one claim.
- **Landscaped Grounds** - covers the cost, up to £25,000 of restoring landscaped grounds to their original appearance following damage at the premises.
- **Terrorism** - cover can be extended for an additional charge. For further information contact your insurance adviser.
- **Automatic Reinstatement** - sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.
- **European Union & Public Authorities (and Undamaged Property)** - cover includes the cost of complying with European Union & Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.
- **Removal of Debris** - cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters.
- **Professional Fees** - cover includes architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.
- **Index Linking** - the sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.
- **Contracting Purchaser's Interest** - cover for buildings in the period between exchange of contract and completion.
- **Fire Extinguishers and Sprinklers** - cost of refilling, recharging risk protection, equipment up to £25,000.
- **Inadvertent Omission to Insure** - provides cover for buildings and contents which have been inadvertently left uninsured up to £1,000,000.
- **Theft Damage to Buildings** - cover for damage to occupied buildings by theft. An excess. Normally £500, will apply to this cover.

Significant Exclusions or Limitations

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, freezing or escape of water in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee
- theft, storm, tempest or flood to fences and gates and movable property in the open
- acts of fraud or dishonesty by any partner, director, or employee
- disappearance, unexplained or inventory shortage or filing or misfiling of information
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- damage attributable to changes in water table level
- electrical or mechanical breakdown, failure or derangement
- faulty or defective design workmanship or materials
- changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- damage to any property resulting from its undergoing any process
- operational error or omission by you or any employee
- damage due to pollution or contamination
- property in transit
- terrorism
- the excess - please refer to your policy schedule

Subsidence

If operative subsidence cover will exclude:

- damage to surfaced areas, walls, gates and fences, and various specified items unless the building is also damaged
- the settlement or movement of made up ground
- coastal or river erosion
- defective design or workmanship or the use of defective materials
- damage which commenced prior to inception of this cover
- damage as a result of demolition, excavation or other building work
- a minimum excess of £1,000

Property Damage All Risks (Continued)

Key Features and Benefits

- **Leased and Rented Premises** - where as a tenant or lessee you may be legally liable for buildings and fixtures/fittings but which under the terms of the agreement are insured elsewhere. Cover extends to provide difference in conditions or limits over such specific insurance up to £1,000,000.
- **Unauthorised use of Supplies** - the unauthorised use of electricity, gas, water or other metered supplies is covered up to an amount of £25,000 in respect of occupied properties.
- **Property Stored** - stock cover extends to include storage elsewhere than at your premises, up to £250,000
- **Undamaged Tenants Improvements** - if following damage your lease is terminated and you cannot legally remove your own fixtures and fittings, cover extends to include their value, up to £100,000.
- **Loss Minimisation and Prevention Expenditure** - cover includes costs you incur with our consent to prevent or reduce imminent impending damage, up to £25,000 any one claim.
- **Further Investigation Expenses** - cover includes investigation costs incurred by you with our consent to establish whether buildings adjacent to those damaged are also damaged, up to £5,000.
- **Moulds, Tools and Dies** - cover includes moulds, tools and dies belonging to you or for which you are responsible whilst anywhere in the UK including in transit, up to £250,000.

Significant Exclusions or Limitations

Conditions - Unoccupied Buildings

Unoccupied buildings are not insured unless they are notified to us and specific precautions are taken to inspect and protect the property as specified in the policy.

Theft Cover - Conditions

You must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises.

Intruder Alarm Condition

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

Engineering – Machinery Damage

Key Features and Benefits

This cover provides for:

Sudden and Unforeseen Damage – Cover One

Cover for sudden and unforeseen damage, including breakdown, explosion, collapse and accidental damage.

Own Surrounding Property (Pressure Plant) – Cover Two

Cover for damage to property belonging to the Insured or in their care or custody caused by damage to pressure plant insured under Cover One e.g. boiler explosion.

Territorial Limits

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Standard cover includes the following:

- Public Authorities requirements
- Debris Removal
- Additional Plant to section limit
- Temporary removal up to £100,000
- Additional Costs up to £25,000
- Claim Preparation Costs up to £5,000
- Hired in Plant/Hire Costs up to £20,000
- Fuel Storage Tanks Loss of Contents up to £25,000. Subject to a maximum value in any tank of £25,000 and a maximum in all tanks of £100,000
- Avoidance of Impending Damage
- Payment on Account
- Claims investigation cost up to £25,000

Significant Exclusions or Limitations

- Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded
- The policy excess
- Maintenance, faulty workmanship or application of tools
- Wear and tear or gradual deterioration
- Expendable items such as cutters, bits, tools, moulds, driving belts, etc
- Damage to protective devices
- Damage to property arising from multiple lifting operations
- Vessels, craft, vehicles, rigs, platforms or devices
- Any consequential losses such as penalties for delay or loss of profits
- Damage to any item arising during installation or testing
- Pollution and Contamination
- Terrorism and E-Risks
- Scratching
- Overload or abnormal conditions

Conditions

You must

- take all reasonable precautions to safeguard the insured property against loss or damage
- keep up to date records of values at risk and provide this information to us annually by declaration.

In addition:

- average will apply where the value of machinery declared is less than 85% of the new replacement value of the machinery.

Specified All Risks

Key Features and Benefits

The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or world-wide.

The maximum amount payable for any one claim is:

- the total sum insured or
- for each item its individual sum insured at the time of damage.

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
 - frost, wear and tear, gradual deterioration, inherent defect
 - rot, mildew, rust, corrosion, insects, woodworm, vermin
 - dyeing, cleaning, repair, renovation, marring or scratching
 - electronic, electrical or mechanical breakdown, failure or derangement
 - faulty manipulation, design, plan, specification or materials
 - pollution or contamination
 - consequential loss or market depreciation
 - loss or damage outside of the territorial limits - see your policy schedule
 - terrorism
 - the excess - please refer to your policy schedule
- Intruder Alarm Conditions**
If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.
- Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.

Business Interruption and Book Debts

Key Features and Benefits

Cover options are as outlined under the Property Damage Section All Risks.

Basis of settlement available:

- Estimated Income

The Estimated basis of settlement provides a limit of liability of 133.33% of the Estimated Income giving inflation protection.

The following extensions can be added to if required:

- Exhibition Sites - provides for a limit up to £25,000 for any one exhibition site.
 - Supply Undertakings - provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £10,000,000.
 - Denial of Access - provides cover should property in the vicinity of the premises be damaged and access is prevented or hindered.
 - Book Debts - provides cover, up to a limit of £250,000, for outstanding debit balances.
 - Terrorism - cover can be extended for an additional charge. For further information contact your insurance adviser.
 - Failure of Supply – cover extends to include interruption of or interference resulting from the accidental failure of supply of electricity, gas, water and telecommunications services. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises.
- Cover also does not apply for the first 4 hours of interference, increased to 12 hours for telecommunications services, which is also limited to a Maximum Indemnity Period of 3 months. A limit of £25,000 applies.
- Documents – provides cover for documents belonging to the Insured or held by the Insured in trust, whilst at premises not in the occupation of the Insured or in transit by road, rail or inland waterway.

Significant Exclusions or Limitations

- exclusions as shown under the Material Damage section, except explosion of a steam boiler or economiser which is covered
- the deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is excluded
- erasure, loss, distortion or corruption of information on computer systems or other records, programs or software are excluded.

Conditions - Estimated Basis of Settlement Material Damage Requirement

- Liability must have been admitted under the Property Damage insurance, or there must be self-insurance of the property at the Premises, for there to be a Business Interruption claims

Conditions - Book Debts

- Monthly records must be kept and a copy stored away from your premises

Engineering – Business Interruption

Key Features and Benefits

This cover provides for:

- Business Interruption following sudden and unforeseen damage including breakdown and collapse
- Basis of Settlement Available
- Estimated Gross Profit
- Estimated Revenue

Cover provides a limit of liability of 133.3% of the estimated sum insured

Standard cover includes the following:

- Claims Preparation Costs £10,000

Significant Exclusions or Limitations

- Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded
- The Time Exclusion or Excess
- Wear and tear, gradual deterioration
- Expendable items such as cutters, bits, tools, moulds, driving belts, etc
- Damage to protective devices
- Damage to property arising from multiple lifting operations
- Vessels, craft, vehicles, rigs, platforms or devices
- Other consequential losses such as penalties for delay, guarantees of performance or loss of use
- Breakdown of new plant
- Pollution and Contamination
- Terrorism and E-Risks
- Application of tools
- Computer date recognition
- Scratching

Conditions

- A declaration of the Gross Profit or Gross Revenue actually earned must be made to us within 6 months after each period of insurance

Internet & Email

Key Features and Benefits

Internet, Email and Hacker Liability

The *Insurer* will pay on behalf of an *Insured* all *Loss* resulting from any *Claim* against an *Insured* for

1. Liability arising out of content of an *Insured's* website or transmitted in an *Insured's* email, including where the *Insured's* content was modified by a *Hacker* (whether or not such modified content is connected with any *Professional Services*), that results in intellectual property infringement, defamation, *Confidential Data Breach* or *Privacy Breach*.
2. Negligent transmission by the *Insured* of an *Electronic Virus*, to anyone who uses the *Insured's* website in the course of their business.
3. Unauthorised collection or misuse by the *Insured* of any data of an actual or potential customer of the *Insured* which is either confidential or subject to statutory restrictions as to its use, which the *Insured* obtained through its website, intranet or extranet, and which is held electronically.
4. Unauthorised use by a *Hacker* of the *Insured's* encrypted electronic signature, encrypted electronic certificate, email or website where the intention was to cause the *Insured* to suffer a loss or cause a *Hacker* to gain.

Hacker Damage

The *Insurer* will pay on behalf of an *Insured* the reasonable costs and expenses to repair or replace affected parts of the *Insured's* website or *Computer System* to the same standard and with the same content (or as near as possible) as existed immediately before it was damaged, altered or destroyed by a *Hacker*. The *Insurer* will also pay on behalf of an *Insured*, with the *Insurer's* prior written consent, the reasonable and necessary costs of advertising and publicity to contact people who attempted to access the *Insured's* website or *Computer System* while it was damaged, destroyed or altered.

Cyber Extortion

The *Insurer* will pay to or on behalf of the *Insured* the *Cyber Extortion Loss* that the *Insured* incurs solely and directly as a result of a *Cyber Extortion Threat* first made against the *Insured* during the *Policy Period* and notified to the *Insurer* during the *Policy Period*.

Significant Exclusions or Limitations

- any *Electronic Virus* unless specifically introduced to the *Insured's* website or *Computer System* by a *Hacker*;
- any *Electronic Virus* created or introduced by or on behalf of the *Insured*;
- the infringement of any patent or breach of any patent licence;
- any unauthorised or fraudulent use of any payment card or payment method including credit, debit, charge, store card or mobile payment;
- the use or provision of any games, gaming, gambling, lottery or auctioneering facilities or services;
- any pornographic, sexually explicit or obscene material unless introduced by a *Hacker*;
- any defamatory statement concerning a partner, director or employee of the *Insured* or a self-employed freelancer providing contracted services to the *Insured*;

Personal Accident

Key Features and Benefits

The policy selected can provide compensation for accidental bodily injury that results in:

- Death
- Permanent Total Disablement
- Loss of Limb
- Loss of Hearing
- Loss of Sight
- Loss of Internal Organ
- Loss of Speech
- Temporary Total Disablement
- Temporary Partial Disablement

Extensions of cover:

- Rehabilitation and Retraining Expenses
- Visitors Benefit
- Hospitalisation Benefit
- Training Placements Benefit
- Age Enhancement Benefit
- Assault Injury Enhanced Benefit
- Temporary Replacement Staff Cost
- First Aid Expenses
- Employee Assistance Helpline
- Medical Helpline

Significant Exclusions or Limitations

The policy does not cover injury arising from:

- Suicide or self injury
- Drugs or Alcoholism
- Participation in off-piste winter sports
- Sickness or disease
- Radioactive contamination
- Service in the armed forces
- Flying as a member of the aircraft crew
- War within Europe in which any of the major powers are involved, or UN enforcement action

Up to £10,000 to pay for rehabilitation and retraining costs in the event

of an Insured Person suffering Permanent Total Disablement £2,500 per visitor if they sustain accidental bodily injury whilst on your

premises up to a maximum of £10,000 any one claim

£50 per day if hospitalisation and/or convalescence occurs as a result

of accidental bodily injury up to a maximum of £4,000

Covers work experience placement trainees under government funded

training programmes – Limit of £25,000 per person

Extends to cover Insured Persons between 75 and 80 years of age for a

benefit of £2,500

An additional 10% of the benefits covered if an Insured Person sustains

accidental bodily injury as a result of an assault up to a maximum

amount of £25,000

An additional £5,000, following payment of the death benefit, towards

reasonable additional costs incurred in conducting the business

Up to:

- 15% of the capital sum benefit covered

- 30% of the weekly benefit covered

Maximum benefit payable £15,000 any one insured person

Free service operating 24 hours a day, 365 days a year

Free service operating 24 hours a day, 365 days a year

Cover for contamination by Terrorism is not included unless a specific

amount is shown under Contamination by Terrorism

Accumulation

Limit in the Schedule