



# Summary of Cover



## RecruiterCover Policy Summary

### Recruitment and Employment Agency Insurance

Permanent Placement and temporary placement agencies specializing in; IT, Finance, Construction, Civil Engineering, Drivers, Medical, Nursing, Care staff, Rail Sector, Offshore, Petrochemical, Warehouse and Manufacturing.

RecruiterCover is the name of a range of specialist insurance policies which have been designed to meet the needs of recruitment and employment agencies.

RecruiterCover provides a full suite of covers in one combined policy and is issued by aQmen Underwriting Services, who have extensive knowledge and experience of the sector, on behalf of leading insurers.

We will always endeavour to provide you with the best service we can. However, if for any reason you become dissatisfied please refer to our Complaints Procedure.

If you have any questions or concerns, please raise these with your advisors.

## Policy Summary

RecruiterCover has a menu-driven policy which can cater for any or all of the following sections of cover with flexible limits.

By combining such covers into one policy, **recruitment businesses can gain greater value for money and benefit from easier administration.**

Sections of cover available;

- Property Damage All Risks
- Business Interruption All Risks
- Specified Business Equipment All Risks
- Money and Personal Accident Assault
- Professional Indemnity
- Terrorism
- Employers Liability
- Public Liability
- Drivers Negligence
- Fidelity Bonding
- Legal Expenses
- Computer Breakdown
- Group Personal Accident (Temporary Workers)
- Group Personal Accident (Director or Senior Partner)
- Director and Officers Liability
- Cyber (Confidentiality)

## Please read this document carefully

This is a summary of the cover provided for the RecruiterCover Insurance Policy. It contains references to the **key features** and **benefits** of the policy, as well as references to **significant** or **unusual exclusions** and **limitations**. **It does not contain the full Policy definitions, terms, exclusions and conditions** and it is important that you read these fully before making any decision about your business insurance. These can be found in the Policy document, a copy of which is available from your advisors.

## Risk Management Requirements & Policy Restrictions

Risk Management is a partnership between you, your advisors and the Insurers.

The Policy contains various restrictions, warranties, and conditions, some of which are precedent to the liability of Insurers, intended to either clarify the intent of cover or encourage good risk management practice.

You should try wherever possible to document your procedures, processes and risk management practices.

## 'Claims Made' Basis \*

Elements of cover under this Policy are on a 'Claims Made' basis. This means that the Policy responds to claims first made against you during the insurance policy period for something which either happens during the policy period or which happened in the past and which only becomes apparent as a claim during the policy period, but it will not cover you for anything which happened prior to the retroactive limitation date which applies. So it is important that you pay close attention to any applicable Retroactive Date.

\* If you have any questions or concerns, please raise these with your advisors.

## Aims of the policy

This policy is intended to provide you with protection against many of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this Policy and that you receive adequate financial compensation following an insured event taking place.

## Your commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The Policy is issued for a 12 month period unless you request otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

## Our obligations

We undertake to provide cover to you according to the terms of the Policy Schedule and the accompanying Policy document. Please make careful note of all the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this Policy is subject to specific limits and excesses. Please refer to your advisors for full details.

## Section 1 - Property Damage All Risks

Cover	Limits	Main Exclusions
<p>Reinstatement, repair or indemnity for Loss or destruction of or damage to physical Property Insured by any accidental physical cause at the insured premises.</p>	<p>As specified Sums insured should be based on re-instatement or replacement values</p>	<ul style="list-style-type: none"> <li>× Excesses of £250 or as specified</li> <li>× inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials</li> <li>× faulty or defective workmanship, operational error or omission on the part of the <i>Insured</i> or any of its employees</li> <li>× corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;</li> <li>× change in temperature, colour, flavour, texture or finish</li> <li>× joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith</li> <li>× <i>Damage</i> caused directly or indirectly by or consisting of theft or attempted theft from yards, gardens, open spaces or <i>Outbuildings</i> unless the contents thereof are specifically insured by this Section</li> <li>× unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information</li> </ul>
<p><b>Automatic Extensions</b></p> <ul style="list-style-type: none"> <li>✓ Additional costs for reasonable additional costs for maintaining security and habitability at the premises subject to a limit of £5,000 or 5% of the total sum insured whichever is the lesser.</li> <li>✓ Automatic reinstatement of sums insured</li> <li>✓ Breakage of glass and sanitary fittings subject to a limit of £2,000.</li> <li>✓ Capital additions, alterations and improvements up to £250,000 or 10% of the total sum insured whichever is the lesser.</li> <li>✓ Changing locks in the event of theft of keys up to £1,000</li> <li>✓ Damage to surfaces of car parks, yards, roadways or similar roadways adjacent to the premises up to a sum insured of £1,000.</li> <li>✓ Day One Basis Inflation Protection up to 15% of the declared total sums insured</li> <li>✓ Drain clearing up to £2,500</li> <li>✓ Making good landscape grounds of the premises by emergency services up to £5,000.</li> <li>✓ Loss of metered water charges up to £2,500</li> <li>✓ Property at Exhibitions up to £2,500</li> </ul>		
<p><b>Special Notes</b></p> <ul style="list-style-type: none"> <li>• Sums insured should be based on re-instatement or replacement values and include an amount for professional fees and debris removal</li> <li>• Average may be applied in the event of any sum insured being less than the Damage caused whereby any amount payable is reduced proportionately</li> <li>• Disclosure of Interest under hiring or leasing in the event of Damage must be disclosed</li> </ul>		

## Section 2 - Business Interruption All Risks

Cover	Limits	Main Exclusions
<b>Options for</b> ✓ Loss of Income including increased cost of working ✓ Addition Expenditure ✓ Outstanding Debit Balances	As specified	× The exclusions for this section are broadly in line with Section 1
<b>Automatic Extensions under Loss of Income</b>  The following extensions can be provided, and will be included if stated on the schedule ✓ Denial of Access – up to £25,000 ✓ Disease, Infestation and Defective Sanitation – Up to 5% of the Loss of Income sum insured or £25,000 whichever is the lesser. ✓ Public Utilities – up to 5% of the Loss of Income sum insured or £25,000 whichever is the lesser. ✓ Unspecified Suppliers and Unspecified Customers – up to 5% of the Loss of Income sum insured or £25,000 whichever is the lesser.		

## Section 3 - Specified Business Equipment All Risks

Cover	Limits	Main Exclusions
All Risks indemnity cover for Damage to specified business equipment whilst away for the insured premises within Territorial Limits specified on the schedule	As specified	× Excesses as specified × Loss from unattended road
<b>Note</b> Sums insured should be based on re-instatement or replacement values including a provision for professional fees and debris removal		

## Section 4 - Money and Personal Accident Assault

A - Money Cover	Limits	Main Exclusions
✓ Money including coinage and bank notes ✓ Cheques and other Non-negotiable instruments	£250,000	× Excesses of £100 × Fraud or dishonesty of any insured person × Unexplained shortages × Errors or omissions × From an unattended road vehicle × Whilst in the custody of any security company
Money is covered while in the: ✓ Premises when open for business / attended ✓ In transit or in a bank night safe ✓ Premises in a locked safe / strong room ✓ Premises when closed / unattended ✓ dwelling of Insured or authorised person ✓ In any machine operated by coins, bank notes or credit card	£5,000 £5,000 £1,500 £250 £500 £500	
<b>Conditions</b> <ul style="list-style-type: none"> <li>any till or cash register on the <i>Premises</i> will be left open and unlocked and empty of <i>Money</i> outside <i>Business Hours</i>;</li> <li><i>Money</i> in transit in excess of £2,500 any one transit, will be accompanied by at least 2 (two) able bodied persons;</li> <li>a complete record will be kept of all <i>Money</i> held by the <i>Insured</i>;</li> <li>the <i>Insured</i> upon becoming aware of a loss of any credit card shall give immediate notice to the organisation which issued the card.</li> </ul>		

B – Personal Accident Assault Cover	Limits	Main Exclusions
Cover for Bodily Injury sustained as a result of a robbery / hold-up while engaged in the business: <ul style="list-style-type: none"> <li>✓ Death</li> <li>✓ Total Permanent Disablement – from usual occupation or loss of one or more limbs or eyes</li> <li>✓ Temporary disablement from usual occupation (up to 104 weeks)</li> </ul>	£10,000 £10,000 £100 per week	<ul style="list-style-type: none"> <li>✗ Any injury arising out of a pre-existing condition</li> <li>✗ Any person under 16 or over 65</li> </ul>
<p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>• Benefits shall not be payable by the Insurers in respect of the consequences of any one Assault involving any one Insured Person:               <ul style="list-style-type: none"> <li>○ under more than one of the types of claim in the Schedule of Compensation; or</li> <li>○ until the total amount of Benefit has been agreed by the Insurers.</li> </ul> </li> <li>• In the event of any bodily injury, the Insured Person must place himself/herself under the care of a qualified medical practitioner and act upon such medical or surgical advice as is given as soon as practicable.</li> <li>• The Insured shall notify the Insurers within 7 (seven) days of the incident giving rise to the claim, providing all necessary details and obtaining at the Insured's own expense any medical report(s) as may be required by the Insurers.</li> <li>• The Insured Person shall at the request of the Insurers submit himself/herself to medical examination at the expense of the Insurers as often as the Insurers deem necessary.</li> </ul> <p>Notwithstanding anything to the contrary in Condition 1 above, the <i>Insurers</i> may at their discretion pay any weekly <i>Benefit</i> due at intervals in arrears of not less than 4 (four)</p>		

## Section 5 - Professional Indemnity

Cover	Limits	Main Exclusions
Cover for any damages and claimants' costs for which the Insured shall become legally liable and any Defence Costs incurred in connection with any Claim first made against the Insured and notified to the Insurers during the Period of Insurance. <ul style="list-style-type: none"> <li>✓ negligence or breach of a duty of care;</li> <li>✓ negligent misstatement or negligent misrepresentation;</li> <li>✓ infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;</li> <li>✓ unintentional breach of confidence or misuse of any information which is either confidential or subject to statutory restrictions on its use;</li> <li>✓ defamation, libel or slander;</li> <li>✓ any other civil liability unless this section of the Policy excludes it elsewhere in connection with the performance of, or failure to perform the Professional Business</li> <li>✓ Court Attendance cover up to £25,000</li> <li>✓ Loss of Documents cover up to £50,000</li> <li>✓ Compensation for court attendance up to a maximum of £25,000 by               <ul style="list-style-type: none"> <li>○ Principal, partner or director (£500 per day)</li> <li>○ Any Employee (£250 per day)</li> </ul> </li> <li>✓ Fidelity Guarantee following dishonesty of an Employee up to £150,000 during any one period of insurance</li> <li>✓ Internet and Multimedia Liability for financial loss caused to third party up to £250,000 during any one period of insurance</li> <li>✓ Loss mitigation</li> </ul>	As specified in respect of any one claim	<ul style="list-style-type: none"> <li>✗ Excesses as specified</li> <li>✗ Asbestos and Toxic Mould</li> <li>✗ Bodily Injury and Property Damage</li> <li>✗ Employment Liability</li> <li>✗ Claims or circumstances known at inception</li> <li>✗ Computer Records</li> <li>✗ Controlling interests / Associated Companies</li> <li>✗ Directors and Trustees Liability</li> <li>✗ Work performed outside of the Geographical and Jurisdiction limits</li> <li>✗ Insolvency</li> <li>✗ Land and Vehicles</li> <li>✗ Malicious or Reckless acts</li> <li>✗ Nuclear Risks and War/Terrorist Risks</li> <li>✗ Other insurance</li> <li>✗ Pollution</li> <li>✗ Punitive or Exemplary Damages</li> <li>✗ Retroactive</li> <li>✗ Supervision, Direction or Control</li> <li>✗ Specific professions;               <ul style="list-style-type: none"> <li>○ any valuation of any residential or commercial property</li> <li>○ any legal advice or legal services;</li> <li>○ the investment of, or any advice on the investment of client funds;</li> <li>○ any form or type of medical clinical or surgical advice diagnosis treatment remedy or procedure; and/or</li> <li>○ any form of care aid assistance advice or supervision either associated therewith or arising therefrom.</li> </ul> </li> </ul>

## Section 5 - Professional Indemnity (Continued)

<p><b>Optional Extension</b></p> <ul style="list-style-type: none"> <li>✓ Vicarious Liability in respect of your contractual obligations to indemnify for the negligent acts, errors and omissions of the personnel you have provided.</li> </ul>
<p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>• Claims Conditions Precedent to Liability</li> <li>• Administrative Conditions</li> <li>• Minimum Standards of Control</li> </ul>

## Section 6 - Terrorism

Cover	Limits	Main Exclusions and Conditions
<ul style="list-style-type: none"> <li>✓ Covers losses caused by damage under <ul style="list-style-type: none"> <li>- Section 1 for Property Damage</li> <li>- Section 3 for All Risks Specified Property</li> </ul> </li> </ul> <p>And/or</p> <ul style="list-style-type: none"> <li>✓ Any consequential loss under Section 2 for Business Interruption as a result of Acts of Terrorism</li> </ul>	As specified	<p><b>Exclusions</b></p> <ul style="list-style-type: none"> <li>× Chemical, biological or radioactive contamination</li> <li>× Claims arising from marine, aviation, transit and motor policies</li> <li>× Electrical, digital or cyber risks</li> </ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>• Cover only applies for losses in England, Wales or Scotland</li> </ul>

## Section 7 - Employers' Liability

Cover	Limits	Main Exclusions
<ul style="list-style-type: none"> <li>✓ Legal liability and agreed costs for damages and costs in respect of bodily injury sustained by any person employed arising out of and in the course of their employment</li> <li>✓ For employees in Great Britain Northern Ireland, Isle of Man and the Channel Islands and temporary visits overseas</li> </ul>	£10,000,000 indemnity or as specified	<ul style="list-style-type: none"> <li>× Road traffic legislation</li> <li>× Offshore work</li> <li>× Medical and repatriation costs</li> <li>× Supervision, direction and control of temporary workers</li> <li>× Radioactive contamination</li> <li>× Punitive and exemplary damages</li> <li>× Fines, liquidated damages, penalty clauses and performance warranties</li> <li>× Defamation</li> <li>× Professional services arising from advice, design or specification for a fee</li> <li>× Employment practice liability</li> <li>× Inhalation of asbestos</li> <li>× North American absolute environmental impairment exclusion</li> <li>× War</li> <li>× North American countries</li> <li>× Cyber liability</li> </ul>
<b>Automatic Extensions</b>		
<ul style="list-style-type: none"> <li>✓ Unsatisfied Court Judgements</li> <li>✓ Contractual Liability</li> </ul>		
<b>Conditions</b>		
<p>The indemnity granted by Section 7 of this Policy is deemed to be in accordance with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees. The <i>Insured</i> shall repay to the <i>Insurers</i> all sums paid under this Policy which the <i>Insurers</i> would not have been liable to pay but for the provisions of such legislation.</p>		

## Section 8 - Public Liability

Cover	Limits	Main Exclusions
<p>✓ Legal against legal liability for damages and claimant's costs and expenses in respect of:</p> <p>a. accidental <i>Injury</i> sustained by any person;</p> <p>b. accidental <i>Damage</i> to <i>Property</i>;</p> <p>c. accidental <i>Nuisance</i>;</p> <p>occurring during the <i>Period of Insurance</i> within the <i>Territorial Limits</i> in connection with the <i>Business</i>.</p> <p>✓ in respect of <i>Legal Costs</i> in connection with any <i>Event</i> which is or may be the subject of indemnity under 1 above.</p>	<p>As specified</p>	<ul style="list-style-type: none"> <li>× The <b>Excess</b> as stated in the schedule</li> <li>× Injury sustained by persons employed</li> <li>× Product</li> <li>× Pollution and contamination</li> <li>× Vehicles</li> <li>× Vessel and craft</li> <li>× Property in the care, custody and control of the insured</li> <li>× Work offshore</li> <li>× Supervision, direction and control</li> <li>× Radioactive contamination</li> <li>× Punitive and exemplary damages</li> <li>× Fines, liquidated damages, penalty clauses and performance warranties</li> <li>× Defamation</li> <li>× Professional services arising from advice, design or specification for a fee</li> <li>× Employment practice liability</li> <li>× Inhalation of asbestos</li> <li>× North American absolute environmental impairment exclusion</li> <li>× War</li> <li>× North American countries</li> <li>× Cyber liability</li> </ul>
<p><b>Automatic Extensions</b></p>		
<ul style="list-style-type: none"> <li>✓ Cross Liabilities</li> <li>✓ Contingent Motor Liability</li> <li>✓ Overseas Personal Liability Indemnity</li> <li>✓ Data Protection</li> <li>✓ Health and Safety at Work legal defense costs</li> <li>✓ Defective Premises Act</li> <li>✓ Pollution and contamination (sudden and unforeseen)</li> </ul>		<ul style="list-style-type: none"> <li>✓ Indemnity to Principals</li> <li>✓ Wrongful Arrest</li> <li>✓ Contractual Liability</li> <li>✓ Compensation for court attendance <ul style="list-style-type: none"> <li>○ Any director or partner of the insured £500 per day</li> <li>○ Any other person employed £250 per day</li> </ul> </li> </ul>
<p><b>Main Conditions</b></p>		
<ul style="list-style-type: none"> <li>• Discharge of liability</li> <li>• Claims notification condition</li> <li>• Other insurances</li> </ul>		



## Section 9 – Products Liability

Cover	Limits	Main Exclusions
<ul style="list-style-type: none"> <li>✓ against legal liability for damages and claimant’s costs and expenses in respect of:               <ul style="list-style-type: none"> <li>a. accidental <i>Injury</i> sustained by any person;</li> <li>b. accidental <i>Damage to Property</i>;</li> </ul>               happening during the <i>Period of Insurance</i> and caused by any <i>Product(s)</i>.             </li> <li>✓ in respect of <i>Legal Costs</i> in connection with any <i>Event</i> which is or may be the subject of indemnity under 1 above.</li> </ul>	<p>As specified</p>	<ul style="list-style-type: none"> <li>× The <b>Excess</b> as stated in the schedule</li> <li>× Damage to the product</li> <li>× Product recall, removal, repair, alteration, reconditioning, replacement, reinstatement or reduction in value</li> <li>× Aircraft and marine products</li> <li>× Pollution and contamination</li> <li>× Contractual Liability</li> <li>× Food and Drink</li> <li>× Radioactive contamination</li> <li>× Punitive and exemplary damages</li> <li>× Fines, liquidated damages, penalty clauses and performance warranties</li> <li>× Defamation</li> <li>× Professional services arising from advice, design or specification for a fee</li> <li>× Employment practice liability</li> <li>× Inhalation of asbestos</li> <li>× North American absolute environmental impairment exclusion</li> <li>× War</li> <li>× North American countries</li> <li>× Cyber liability</li> </ul>
<p><b>Automatic Extensions</b></p>		
<ul style="list-style-type: none"> <li>✓ Consumer protection Act and Food Safety legal defense Costs</li> <li>✓ Health and Safety at Work legal defense costs</li> </ul>		<ul style="list-style-type: none"> <li>✓ Compensation for court attendance               <ul style="list-style-type: none"> <li>○ Any director or partner of the insured £500 per day</li> <li>○ Any other person employed £250 per day</li> </ul> </li> <li>✓ Pollution and contamination (sudden and unforeseen)</li> </ul>
<p><b>Main Conditions</b></p>		
<ul style="list-style-type: none"> <li>• Discharge of liability</li> <li>• Claims notification condition</li> <li>• Other insurances Claims notification condition</li> </ul>		

## Section 10 – Drivers Negligence

Cover	Limits	Excesses														
<ul style="list-style-type: none"> <li>✓ In the event of Damage to a mechanically propelled vehicle which arises whilst it is being driven by a temporary worker supplied by the Insured in connection with a specific contract as notified to Us and which occurs during the Period of insurance within the Territorial Limits</li> <li>✓ Legal Liability for Accidental Loss of or Damage to the vehicle up to the Limit of Indemnity in the <i>Schedule</i> including the Costs incurred in removing a disabled vehicle to the nearest repairer</li> </ul>	As specified	<p>The amount of the <i>Excess</i> which is determined by the length of time a driver has held a valid licence appropriate to the vehicle in use;</p> <table border="1" data-bbox="922 327 1442 595"> <thead> <tr> <th>Description</th> <th>Excess</th> </tr> </thead> <tbody> <tr> <td>Held an appropriate licence for the vehicle in use between 6 months and 1 Year</td> <td>£1000</td> </tr> <tr> <td>Held an appropriate licence for the vehicle in use between 1 Year and 2 Year</td> <td>£750</td> </tr> <tr> <td>Held an appropriate licence for the vehicle in use over 2 years</td> <td>£500</td> </tr> </tbody> </table>	Description	Excess	Held an appropriate licence for the vehicle in use between 6 months and 1 Year	£1000	Held an appropriate licence for the vehicle in use between 1 Year and 2 Year	£750	Held an appropriate licence for the vehicle in use over 2 years	£500						
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<p><b>Exceptions</b></p> <ul style="list-style-type: none"> <li>× Loss or damage caused to the vehicle in any way through the use of incorrect fuel types</li> <li>× Loss of use depreciation wear and tear and claims in respect of mechanical or electrical breakdown failures or breakages unless caused by the negligent acts or omissions of the temporary worker supplied by the <i>Insured</i>;</li> <li>× Damage to tyres by application of the brakes or by punctures cuts or bursts;</li> <li>× Loss or damage caused by climatic or atmospheric conditions or extremes of temperature;</li> <li>× Loss of or damage to any device designed for the purpose of transmitting or receiving radio signals;</li> <li>× Loss or damage caused by or happening through deterioration, rust, corrosion, inherent defect or any process of cleaning, restoration, alteration or repair;</li> <li>× Loss or damage caused by any wilful act by <i>You</i> or temporary worker supplied by <i>You</i>;</li> <li>× Loss or damage occasioned by racing pacemaking or speed testing;</li> <li>× Theft of accessories and/or spare parts except in conjunction with a total loss;</li> <li>× Any liability which attributes by virtue of an agreement but which would not have attached in the absence of such agreement;</li> <li>× Any liability arising from <i>Damage</i> to the vehicle where the <i>Insured</i> cannot produce a copy of the temporary worker's Share Driving Licence record (at the date of loss) as provided by the DVLA's Share Driving Licence service in respect of those temporary workers who are required to hold a UK driving licence.</li> <li>× Any loss or <i>Damage</i> arising from the driving of a vehicle by a person;-             <ul style="list-style-type: none"> <li>○ Who holds a full driving licence which has been endorsed with any conviction codes other than the following;                 <table border="1" data-bbox="229 1267 1235 1482"> <tbody> <tr> <td>Construction and Use Offences</td> <td>CU10, CU20, CU30, CU40, CU50, CU80</td> </tr> <tr> <td>Miscellaneous Offences</td> <td>MS10, MS20, MS30, MS50, MS60, MS70, MS80, MS90</td> </tr> <tr> <td>Speed Limits</td> <td>SP10, SP20, SP30, SP40, SP50</td> </tr> <tr> <td>Traffic Direction and Signs</td> <td>TS10, TS20, TS30, TS40, TS50, TS60, TS70</td> </tr> <tr> <td>Motorway Offences</td> <td>MW10</td> </tr> <tr> <td>Pedestrian Crossings</td> <td>PC10, PC20, PC30</td> </tr> <tr> <td>Parking Offences</td> <td></td> </tr> </tbody> </table> </li> <li>○ Who has a full driving licence endorsed with convictions in excess of nine points;</li> <li>○ Who has not held a valid licence appropriate for the vehicle in use for at least six months;</li> <li>○ Who has not worked as a driver for at least 60 days in the last six months</li> </ul> </li> <li>× Loss or damage caused by or happening through the operation or use of any plant, lifting gear or fork lift truck attached to the vehicle.</li> </ul>			Construction and Use Offences	CU10, CU20, CU30, CU40, CU50, CU80	Miscellaneous Offences	MS10, MS20, MS30, MS50, MS60, MS70, MS80, MS90	Speed Limits	SP10, SP20, SP30, SP40, SP50	Traffic Direction and Signs	TS10, TS20, TS30, TS40, TS50, TS60, TS70	Motorway Offences	MW10	Pedestrian Crossings	PC10, PC20, PC30	Parking Offences	
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<p><b>Optional Extensions</b></p> <ul style="list-style-type: none"> <li>• Incorrect fuel type extension</li> </ul>																

## Section 11 - Fidelity Bonding

Cover	Limits	Main Exclusions and Conditions
<ul style="list-style-type: none"> <li>✓ legal liability for any loss sustained which arises out of any act of dishonesty by any temporary worker supplied by the <i>Insured</i>;</li> <li>✓ liability assumed by the <i>Insured</i> under contract for any act of dishonesty by any temporary worker supplied by the <i>Insured</i>;</li> </ul>	As specified	<p><b>Exclusions</b></p> <ul style="list-style-type: none"> <li>× Excess as specified</li> <li>× Loss of cash, bank currency, promissory notes, securities for money, deeds, bonds, bills of exchange, stamps, medals, coins, jewellery, furs, gold, silver, precious metals, gems, precious stones or articles composed of any of these</li> </ul>

## Section 10 - Legal Expenses

Cover	Additional services
<p>✓ For the covers described below the <i>Insurer</i> will pay the <i>Insured Person's Costs and Expenses</i> up to £250,000 for all claims related by time or original cause including the cost of appeals.</p> <p>This limit includes payment of employment compensation awards where cover applies with an annual aggregate limit of £1,000,000.</p> <p>Covered items;</p> <ul style="list-style-type: none"> <li>✓ Employment</li> <li>✓ Employment compensation awards</li> <li>✓ Employment restrictive covenants</li> <li>✓ Tax Protection</li> <li>✓ Property</li> <li>✓ Legal defense</li> <li>✓ Compliance and regulation</li> <li>✓ Statutory licence appeals</li> <li>✓ Loss of earnings</li> <li>✓ Employees' extra protection</li> <li>✓ Crisis communication</li> <li>✓ Contract and debt recovery</li> </ul>	<ul style="list-style-type: none"> <li>✓ Legal and tax advice: 0344 571 7978</li> <li>✓ Redundancy approval: 0117 917 1698</li> <li>✓ Crisis communication: 0344 571 7964</li> <li>✓ Counselling assistance: 0333 000 2082</li> <li>✓ Business legal services</li> </ul>
<p><b>Exclusions</b></p> <ul style="list-style-type: none"> <li>× Excesses as specified</li> <li>× <i>Costs and Expenses</i> or employment compensation awards incurred without the <i>Insurer's</i> consent;</li> <li>× any actual or alleged act, omission or dispute happening before, or existing at the inception of the policy, and which the <i>Insured Person</i> knew or ought reasonably to have known could lead to a claim;</li> <li>× an allegation against the <i>Insured Person</i> involving: <ul style="list-style-type: none"> <li>○ assault, violence, dishonesty;</li> <li>○ malicious falsehood or defamation (except in relation to Cover 11. Crisis communication);</li> <li>○ the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;</li> <li>○ illegal immigration;</li> <li>○ offences under Part 7 of the Proceeds of Crime Act 2002 (moneylaundering offences);</li> </ul> </li> <li>× the defence of legal proceedings relating to: <ul style="list-style-type: none"> <li>○ damages for personal <i>Injury</i> (other than <i>Injury</i> to feelings arising from an employment dispute);</li> <li>○ loss or damage to <i>Property</i> owned by the <i>Insured Person</i>;</li> </ul> </li> <li>× patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to restrictive covenants as covered under Cover 1. Employment);</li> <li>× a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners; <ul style="list-style-type: none"> <li>○ franchise agreements;</li> <li>○ a dispute that arises from an agency agreement other than an agreement that You have entered into to engage or supply a temporary agency worker</li> </ul> </li> <li>× a judicial review;</li> <li>× a dispute with the <i>Insurer</i> or the party who arranged this Cover not dealt with under Claims Condition 9. Arbitration;</li> </ul>	

## Section 13 - Computer Breakdown

Cover	Limits	Main Exclusions and Conditions
<ul style="list-style-type: none"> <li>✓ The <i>Insurers</i> will indemnify the <i>Insured</i> for the costs and expenses necessarily and reasonably incurred by the <i>Insured</i> to repair, reset or reinstate any item or items of <i>Computer Equipment</i> insured under Section 1 Property Damage All Risks of this Policy, following <i>Breakdown</i> occurring during the <i>Period of Insurance</i> as a result of any sudden and unforeseen cause other than as excluded hereunder and subject always to the <i>Excess(es)</i> and the limits, terms, conditions and exclusions of this Section and the Policy.</li> <li>✓ Reinstatement of data at £10,000 during any one period of insurance</li> <li>✓ Increased costs of working at £25,000 during any one period of insurance</li> </ul>	<p>As stated on the Schedule</p>	<p><b>Exclusions</b></p> <ul style="list-style-type: none"> <li>× Excess</li> <li>× any loss arising from <i>Computer Equipment</i> caused by its own <i>Breakdown</i> or derangement before the satisfactory completion of testing or commissioning;</li> <li>× any loss arising from <i>Computer Equipment</i> that is prototype, experimental or untried;</li> </ul>
<p><b>Conditions</b></p>		
<p><b>Basis of Settlement</b> In the event of <i>Breakdown</i> of <i>Computer Equipment</i>, the <i>Insurers</i> will at their option pay either the cost of repairing, resetting or replacing the <i>Computer Equipment</i> or part thereof with <i>Computer Equipment</i> of equal performance, or if this is impossible, similar <i>Computer Equipment</i> having the closest higher performance.</p> <p><b>Computer Maintenance</b> The <i>Insured</i> warrants that the <i>Computer Equipment</i> is the subject of a maintenance agreement, rental, hire or lease agreement that must provide a minimum service of on-call or remedial and/or corrective maintenance at inclusive cost.</p> <p><b>Computer Precautions</b> The <i>Insured</i> warrants that: the <i>Computer Equipment</i> is maintained in an efficient condition and all reasonable precautions are taken to prevent physical loss or destruction of or damage to <i>Computer Equipment</i>, <i>Software</i>, any <i>Programme(s)</i> and/or data, and in storing <i>Computer Record(s)</i>; and back-ups of <i>Software</i>, any <i>Programme(s)</i> and/or data are made at intervals of no more than 24 (twenty -four) consecutive hours and stored at a separate location sufficiently far from the <i>Premises</i> to be unaffected by any physical loss or destruction of or damage affecting the <i>Premises</i>.</p> <p><b>Other Section</b> The <i>Insurers</i> shall not be liable to indemnify the <i>Insured</i> under this Section for any amounts for which the <i>Insured</i> is entitled to indemnity under any other Section of the Policy.</p> <p><b>Underinsurance</b> Notwithstanding General Condition 6 if the <i>Sum Insured</i> for <i>Breakdown</i> of <i>Computer Equipment</i> is less than the replacement value of the <i>Computer Equipment</i> covered by this Section, the <i>Insured</i> shall only be entitled to recover such proportion of the loss as the <i>Sum Insured</i> bears to the replacement value.</p>		

## Section 14 - Group Personal Accident (Temporary Workers)

Cover	Main Exclusions
<p>✓ The <i>Insurers</i> hereby agree with the <i>Insured</i>, to the extent and in the manner herein provided, that if the <i>Temporary Worker</i> sustains <i>Bodily Injury</i> whilst in pursuit of normal occupational duties on behalf of the <i>Insured</i> or whilst travelling directly between residence and place of employment, occurring anywhere within the <i>Geographical Limits</i> and during the <i>Period of Insurance</i>, the <i>Insurers</i> will pay to the <i>Insured</i>, or to the <i>Temporary Worker's</i> executors or administrators, according to the Schedule of Personal Accident Benefits, after the total claim shall be sustained under this Insurance, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.</p>	<ul style="list-style-type: none"> <li>× war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;</li> <li>× the <i>Insured Person</i> engaging in or taking part in:               <ul style="list-style-type: none"> <li>× naval, military or air force service or operations;</li> <li>× winter sports (other than skating and curling);</li> <li>× skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race;</li> <li>× driving or riding on motor cycles or motor scooters other than mopeds;</li> <li>× any leisure pursuits organised by the <i>Insured</i> in the course of the <i>Insured Person's</i> employment;</li> <li>× the <i>Insured Person</i> engaging in <i>Air Travel</i>, except as a passenger in a properly licensed multi- engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;</li> <li>× suicide or attempted suicide or intentional self-injury or the <i>Insured Person</i> being in a state of insanity;</li> <li>× deliberate exposure to exceptional danger (except in an attempt to save human life), or the <i>Insured Person's</i> own criminal act;</li> <li>× the <i>Insured Person</i> being under the influence of alcohol;</li> <li>× the <i>Insured Person</i> being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the <i>Insured Person</i> by a qualified medical practitioner;</li> <li>× any pre-existing defect, infirmity or disease.</li> </ul> </li> </ul>

### Schedule of Personal Accident Benefits

	One Unit of Benefit
1. Accidental Death occurring within 2 years of the event giving rise to <i>Injury</i> .	<b>£10,000</b>
2. Total Loss or permanent total loss of use of one or more limbs.	<b>*£10,000</b>
3. Total and irrecoverable loss of <ul style="list-style-type: none"> <li>a. all sight in one or both eyes,</li> <li>b. speech or,</li> <li>c. hearing in both ears. 25% of the specified benefit for total and irrecoverable loss of hearing in one ear.</li> </ul>	<b>*£10,000</b>
4. <i>Permanent Total Disablement</i> . (other than specified in 2-3 above)	<b>*£10,000</b>
5. <i>Temporary Total Disablement Deferment Period</i> of 14 Days	<b>£100 per week (payable monthly for up to 104 weeks).</b>

\* occurring within 2 years of sustaining the *Injury*.

### Conditions

- If the *Insured Person* shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Insurance without first notifying the *Insurers* and obtaining their written agreement to the amendment of the Insurance
- If the consequences of an *Accident* shall be aggravated by any physical disability or condition of the *Insured Person* which existed before the *Accident* occurred
- Immediate notice must be given to the *Insurers* of any *Accident* of the *Insured Person* which causes or may cause disablement within the meaning of this Insurance, and the *Insured Person* must as early as possible place himself under the care of a duly qualified medical practitioner.
- Immediate notice must be given to the *Insurers* in the event of the death of the *Insured Person* resulting or alleged to result from an *Accident*.

## Section 15 - Group Personal Accident (Director or Senior Partner)

Cover	Main Exclusions
<p>✓ The <i>Insurers</i> hereby agree with the <i>Insured</i>, to the extent and in the manner herein provided, that if the <i>Insured Person</i> sustains <i>Bodily Injury</i> occurring anywhere within the <i>Geographical Limits</i> and during the <i>Period of Insurance</i>, the <i>Insurers</i> will pay to the <i>Insured</i>, or to the <i>Insured Person's</i> executors or administrators, according to the Schedule of Personal Accident Benefits, after the total claim shall be sustained under this Insurance, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.</p>	<ul style="list-style-type: none"> <li>× war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;</li> <li>× the <i>Insured Person</i> engaging in or taking part in:</li> <li>× naval, military or air force service or operations;</li> <li>× winter sports (other than skating and curling);</li> <li>× skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race;</li> <li>× driving or riding on motor cycles or motor scooters other than mopeds;</li> <li>× any leisure pursuits organised by the <i>Insured</i> in the course of the <i>Insured Person's</i> employment;</li> <li>× the <i>Insured Person</i> engaging in <i>Air Travel</i>, except as a passenger in a properly licensed multi- engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;</li> <li>× suicide or attempted suicide or intentional self-injury or the <i>Insured Person</i> being in a state of insanity;</li> <li>× deliberate exposure to exceptional danger (except in an attempt to save human life), or the <i>Insured Person's</i> own criminal act;</li> <li>× the <i>Insured Person</i> being under the influence of alcohol;</li> <li>× the <i>Insured Person</i> being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the <i>Insured Person</i> by a qualified medical practitioner;</li> <li>× any pre-existing defect, infirmity or disease.</li> </ul>

### Schedule of Personal Accident Benefits

	One Unit of Benefit
6. Accidental Death occurring within 2 years of the event giving rise to <i>Injury</i> .	<b>£10,000</b>
7. Total Loss or permanent total loss of use of one or more limbs.	<b>*£10,000</b>
8. Total and irrecoverable loss of <ul style="list-style-type: none"> <li>a. all sight in one or both eyes,</li> <li>b. speech or,</li> <li>c. hearing in both ears. 25% of the specified benefit for total and irrecoverable loss of hearing in one ear.</li> </ul>	<b>*£10,000</b>
9. <i>Permanent Total Disablement</i> . (other than specified in 2-3 above)	<b>*£10,000</b>
10. <i>Temporary Total Disablement Deferment Period</i> of 14 Days	<b>£100 per week (payable monthly for up to 104 weeks).</b>

\* occurring within 2 years of sustaining the *Injury*.

### Conditions

- If the *Insured Person* shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Insurance without first notifying the *Insurers* and obtaining their written agreement to the amendment of the Insurance
- If the consequences of an *Accident* shall be aggravated by any physical disability or condition of the *Insured Person* which existed before the *Accident* occurred
- Immediate notice must be given to the *Insurers* of any *Accident* of the *Insured Person* which causes or may cause disablement within the meaning of this Insurance, and the *Insured Person* must as early as possible place himself under the care of a duly qualified medical practitioner.
- Immediate notice must be given to the *Insurers* in the event of the death of the *Insured Person* resulting or alleged to result from an *Accident*.

## Section 16 - Directors and Officers

Cover	Limits	Main Exclusions and Conditions
<p>The <i>Insurers</i> will indemnify:</p> <ul style="list-style-type: none"> <li>✓ the <i>Directors and Officers</i> in respect of <i>Loss</i> sustained as a result of any <i>Claim</i> which is first made against them and notified to the <i>Insurers</i> during the <i>Period of Insurance</i> arising from a <i>Wrongful Act</i>;</li> <li>✓ the <i>Company</i> in respect of <i>Loss</i> sustained as a result of any <i>Claim</i> which is first made and notified to the <i>Insurers</i> during the <i>Period of Insurance</i> arising from a <i>Wrongful Act</i> where an indemnity has been given or lawfully is required to be given by the <i>Company</i> to the <i>Directors and Officers</i>;</li> <li>✓ the <i>Directors and Officers</i> in respect of any <i>Investigation Costs</i> where the relevant investigation is first initiated and notified to <i>Insurers</i> during the <i>Period of Insurance</i>;</li> <li>✓ any <i>Non-Executive Director</i> in respect of <i>Loss</i> sustained as a result of any <i>Claim</i> which is first made and notified to <i>Insurers</i> during the <i>Period of Insurance</i> arising from a <i>Wrongful Act</i>;</li> </ul>	As stated on the Schedule	<ul style="list-style-type: none"> <li>× Excesses Nil</li> <li>× Dishonest, fraudulent or criminal acts</li> <li>× Employment Claims</li> <li>× Outside of policy geographical limits</li> <li>× Known claims</li> <li>× Injury or damage</li> <li>× Insured vs. insured</li> <li>× Nuclear risks</li> <li>× Other insurance</li> <li>× Pension schemes</li> <li>× Pollutions, asbestos and fungi</li> <li>× Prior and pending litigation</li> <li>× Share offering</li> <li>× Subsidiary – prior acts</li> </ul>
<p><b>Optional Extensions</b></p> <ul style="list-style-type: none"> <li>✓ Corporate Entity Employment Practice Liability</li> <li>✓ Corporate Entity</li> </ul>		

## Section 17 – Cyber (Confidentiality)

Cover	Limits	Main Exclusions and Conditions
<p>The <i>Insurers</i> will indemnify:</p> <p><b>We will pay on Your behalf:</b></p> <ul style="list-style-type: none"> <li>✓ IT Forensic Investigation Costs that exceed the applicable Excess, incurred as a result of a Breach of Privacy or a Breach of Confidentiality first occurring on or after the Retroactive Date that is first discovered by You and notified to Us in writing during the Period of Insurance;</li> <li>✓ Damages that you are legally obligated to pay and related Defence Costs that exceed the applicable Excess as a result of a Claim first made against You and reported to Us in writing during the Period of Insurance for a Breach of Privacy or a Breach of Confidentiality first occurring on or after the Retroactive Date.</li> <li>✓ Privacy Response Costs that exceed the applicable Excess, incurred as a result of a Breach of Privacy first occurring on or after the Retroactive Date that is first discovered by You and notified to Us in writing during the Period of Insurance.</li> <li>✓ Regulatory Penalties that You are legally obligated to pay and related Regulatory Costs that exceed the applicable Excess as a result of a Regulatory Action arising from a Breach of Privacy first occurring on or after the Retroactive Date that is first notified to You and reported to Us in writing during the Period of Insurance.</li> <li>✓</li> </ul>	As stated on the Schedule	<ul style="list-style-type: none"> <li>× Excesses</li> <li>× Personal Injury</li> <li>× Contractual Liability</li> <li>× Costs of complying with an enforcement order</li> <li>× Directors duties</li> <li>× Discrimination</li> <li>× Dishonest acts</li> <li>× Electromagnetic fields</li> <li>× Government actions</li> <li>× Illegal programs</li> <li>× Infrastructure</li> <li>× Insolvency of insured or a third party</li> <li>× Insured vs Insured</li> <li>× PCI fines and assessments</li> <li>× Pollution</li> <li>× Prior acts</li> <li>× Property Damage</li> <li>× Retroactive date</li> <li>× Statutory violation</li> <li>× Unfair and deceptive practices</li> <li>× Unlawful data procedures</li> <li>× War</li> <li>× Wear and tear</li> </ul>
<p><b>Optional Extensions</b></p> <ul style="list-style-type: none"> <li>✓ None</li> </ul>		

## Important Information about your Policy

### Claims Contacts

#### Legal Expenses

**Contact Telephone Number: 0117 917 1698**

#### Additional legal expenses services

**Legal and tax advice: 0344 571 7978**

If *You* have a legal or tax problem relating to *Your Business*, the *Insurer* and ARAG recommend *You* call the confidential legal and tax advice helpline

**Redundancy approval: 0117 917 1698**

ARAG can arrange for specialist advice if *You* are planning redundancies.

**Crisis communication: 0344 571 7964**

Where *You* need help to respond to negative publicity or media attention *You* can access professional public relations support and crisis communication services.

**Counselling assistance: 0333 000 2082**

For an *Insured Person* (including family members permanently living with them) needing confidential help and advice, ARAG's qualified counsellors are available to provide telephone support on any matter that is causing *Your Employee* upset or anxiety, from personal problems to bereavement.

#### Business legal services

Access the law guide and download legal documents to help with commercial legal matters.

#### Cyber (Confidentiality)

**Contact DWF LLP on Telephone No. 0207 280 8884 or email at [MSAmlincyber@dwfclaims.law](mailto:MSAmlincyber@dwfclaims.law)**

#### Claims under all other sections of cover

**Contact Telephone Number: 0300 303 0465**

Address: aQmen Underwriting Services  
C/O Broadspire  
Tempus  
249 Midsummer Boulevard  
Central Milton Keynes  
NY9 1YA

Email: [aqmenclaims@broadspiretpa.co.uk](mailto:aqmenclaims@broadspiretpa.co.uk)

### Complaints Procedure

We are dedicated to providing *You* with a high quality service and if you have any concerns these can be raised with the person you have been dealing with who will assist you.

Any complaint should be addressed in the first instance to your intermediary if applicable. If your complaint has not been resolved and you remain dissatisfied you should write to: aQmen Underwriting Services, Manor House, 19 Church Street, Leatherhead KT22 8DN  
Email: [enquiries@aqmenunderwriting.co.uk](mailto:enquiries@aqmenunderwriting.co.uk)

Telephone: 0333 800 9858

In the event of the situation not being resolved please contact Lloyds Complaints;

Complaints,  
Fidentia House,  
Walter Burke Way,  
Chatham Maritime,  
Chatham, Kent ME4 4RN

Tel: 020 7327 5693

Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

\* Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ Telephone: 0300 555 0333. Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

If you are unhappy with the response to your complaint you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Helpline: 0800 023 4567

Switchboard: 020 7964 1000

Website: [www.financial-ombudsman.org](http://www.financial-ombudsman.org)

#### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet *Our* obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Telephone: 0800 678 1100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

Website: [fscs.org.uk](http://fscs.org.uk)