



SUMMARY OF COVER

RECRUITMENT PRODUCT



Summary of Cover

This summary of cover contains high level information about Recruitment Policy. This document should be read alongside your policy document. Please ask your insurance broker for any clarification you may need to ensure that the product meets your requirements. A specimen policy wording is available by request from the contact details below.

Please be aware that conditions and exclusions apply to this policy, which may not be set out in this summary, but are contained in the policy document. It is important you familiarise yourself with the cover set out in the policy document.

Duty of Fair Presentation

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

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

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

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

Warranties and Similar Clauses

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the Insured breaches any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

What is a summary of cover?

A summary of cover provides you with information about the main benefits provided by the policy and only the main limitations and exclusions. **This document does not contain the full terms and conditions of the policy.** If you need more information, please refer to the policy wording or contact your broker.

What is this type of insurance?

The Recruitment policy is designed for commercial businesses and protects you from a variety of risks. Coverage is bespoke depending on your specific needs; you must refer to your schedule to check which coverages apply to you.

This policy is a commercial insurance contract. Except as otherwise provided, it is mainly an occurrence based policy meaning those sections of the policy cover claims occurring in the policy period.

Who is the insurer?

The coverage under this Policy unless otherwise stated in the Policy Document is provided by the following;

Insurance cover under the Legal Expenses Section is provided by the following Insurer:

Markel International Insurance Company Limited

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

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

AXA Insurance UK plc

AXA Insurance UK plc Registered in England and Wales No 78950.
Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of Companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

Insurance cover under All Other Sections is provided by the following Insurer:

Chubb European Group SE

Chubb European Group SE registered in England & Wales number SE000116 with registered office at 100 Leadenhall Street, London EC3A 3BP, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Chubb European Group SE is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain

types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

IMPORTANT NOTICE:

Chubb European Group SE (CEG) is proposing to transfer its registered office from the United Kingdom to France on 1 January 2019 when it shall be governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and have the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, (92400) Courbevoie, France.

This is subject to the fulfilment of the statutory requirements applicable for the re-domicile of a Societas Europaea.

Until such time the registered office of CEG remains 100 Leadenhall Street, London EC3A 3BP, United Kingdom and CEG, with company number SE000116, remains authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

For more information about what our Brexit preparations mean for you, please refer to our website at www.chubb.com/Brexit.

CHUBB is a subsidiary of a US parent company. Consequently, CHUBB is subject to certain Regulations and trade and economic sanctions of the United Kingdom, European Union, the member states of the European Union, the United Nations, and the United States of America which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries and territories, including but not limited to *The Republic of Belarus, Crimea, Cuba, Iran, North Korea, North Sudan, the Russian Federation, Syria, Ukraine or Venezuela* and such other countries or territories as notified by CHUBB from time to time'

Who is eligible to take out this insurance?

Recruitment is designed to meet the needs of businesses, domiciled in the United Kingdom, for recruitment companies and umbrella companies that provide payroll services with turnover between £0-500m.

What are the main benefits provided by the policy?

Cover is provided under separate insured sections, each section of cover is optional. You should discuss this with your broker so you select the sections of cover and limits of liability to best suit your needs. The sections available are:

- Employers' Liability
- Public and Products Liability
- Professional Indemnity
- Legal Expenses
- Directors & Officers
- Driver's Negligence
- Personal Accident
- Property Damage
- Business Interruption
- Terrorism

Section 1A Employers Liability (where selected)

Covers the costs of all sums you are legally liable to pay if one of your Employees sustains a Bodily Injury caused during the Period of Insurance anywhere in Great Britain Northern Ireland the Isle of Man and the Channel Islands and elsewhere in the world in respect of any of your Employee whilst temporarily outside such territories provided that such Employee normally resides within such territories and arising out of and in the course of employment by you.

Employers Liability	Limits available up to £25,000,000 for each occurrence
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Compensation for Court Attendance	£500 any director or partner of the Insured £250 any employee
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Significant or unusual exclusions, limitations or restrictions on cover applying to Section 1A Employers Liability

This Section is a commercial insurance contract which is an occurrence based policy.

The following paragraphs are examples where there are general obligations or restrictions. It is critical that you check your policy wording carefully and ask your insurance broker for any clarification you may need as specific exclusions or conditions may apply depending on the circumstances of your claim. Please carefully refer to the policy wording for full details of all exclusions which apply.

Radioactive Contamination

This Section does not apply to liability of whatsoever nature arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This Section does not apply to liability in respect of liability to any Employee arising while Offshore.

Employees Offshore

This Section does not apply to liability in respect of liability to any Employee arising while Offshore, unless the Offshore Endorsement is operative to this policy

Employee Passengers

This Section does not apply to liability for which compulsory motor insurance or security is required under any road traffic legislation in force within any member country of the European Union.

Section 1B Public and Products Liability (where selected)

Covers the costs of all sums you are legally liable to pay in respect of accidental

- (a) Bodily Injury occurring
- (b) Damage occurring
- (c) Trespass Nuisance or Obstruction occurring
- (d) Personal and Advertising Injury offences committed

during the Period of Insurance anywhere within the World and arising in connection with the Business.

The Company will also pay Costs and Expenses in respect of any occurrence to which this Policy applies.

Public and Products Liability including:	Limits available up to £10,000,000 for each occurrence
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Extensions

Compensation for Court Attendance	£500 any director or partner of the Insured £250 any employee
General Data Protection Regulation 2018	£1,000,000 any one claims and in the aggregate

Significant or unusual exclusions, limitations or restrictions on cover Applying to Public and Products Liability

This Policy is a commercial insurance contract which is an Occurrence based Policy. The following paragraphs are examples where there are general obligations or restrictions. It is critical that you check your policy wording carefully and ask your insurance broker for any clarification you may need as specific exclusions or conditions may apply depending on the circumstances of your claim. Please carefully refer to pages 10 to 13 of the policy wording for full details of all exclusions which apply.

Radioactive Contamination

This Section does not apply to liability of whatsoever nature arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or

nuclear component thereof.

Data Risk And Cyber Liability

This Section does not apply to modification, corruption, loss, theft, destruction, misuse, illegitimate access, unlawful or unauthorised processing or disclose of Data or hardware containing data.

It does also not apply to the access by, presence of, spread of, unauthorise use of, malicious use of, or interference with Malware (including DDOS attack) against any computer system owned, operated, controlled leased or used or on behalf of the insured.

Contractual Liability

This Section does not apply to certain types of liability assumed by the insured under a contract or agreement entered into by the insured with any third party, unless provided as an extension to this Policy.

Custody or Control

This Section does not apply to certain liability following damage to property in the custody or control of the insured

Advice

This Section does not apply to any liability incurred in respect of advice information or professional service provided in return for a fee.

Pollution

This Section does not apply to any Pollution risks other than if such discharge, dispersal, release or escape is sudden and accidental.

Personal and Advertising Injury

This Section does not apply to injury arising out of personal and advertising injury arising out of oral or written publication of material:

- Prior to the commencement date of the policy
- Which is known by the insured to be false.
- Which arises out of a breach of contract
- Which fails to confirm with advertised quality of performance.
- Which arises out of the wrong description of the price.
- Committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

Claims arising from USA/Canada

This Section does not apply to

- Any punitive or exemplary damages awarded against the insured under a USA or Canadian Jurisdiction
- Liability incurred as a result of any pollution incident including any costs and expenses incurred as a result of a government demand to test for and remediate.

Costs and expenses are deemed to be inclusive within the limit of liability under Section 1B.

Once you have purchased a policy the cover and limits you have chosen will be set out in your policy schedule. You will then need to carefully refer to your policy schedule to verify the coverage which applies to your policy.

Section 1C Drivers Negligence (where selected)

If shown as operative in the Policy Schedule, the Insurer will pay in respect of accidental damage to any motor vehicle the Property of or hired or lent to a Customer or client of the Insured and caused by the negligent act of any temporary driver supplied by the Insured under a contract between the Insured and such Customer or client and whilst driven by such temporary driver.

Drivers Negligence including:	Limits available up to £10,000 per driver and £100,000 in the Annual Aggregate
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Section 2 Professional Indemnity (where selected)

Cover up to £10,000,000 for any one claim or series of claims made during the Period of Insurance where You shall become legally liable to pay including legally obligated vicarious liability as damages as a direct result of a Wrongful Act committed, by the Insured, within the Territorial Limits.

If the Extension Fidelity Bonding is selected on the Policy, the maximum for any one claim is £250,000.

Significant or unusual exclusions, limitations or restrictions on cover Applying to Professional Indemnity

- Employees – bodily injury and illness to employees during the Period of Insurance
- Fines and Liquidated Damages
- USA and Canada Jurisdiction
- Legal Advice
- Contractual Liability (unless provided as an extension to this Policy)
- War
- Radioactive Contamination
- Medical Treatment
- Temporary Assignments

Section 3 Property Damage (where selected)

This Section covers buildings, contents stock and other insured property against accidental physical damage. The limit of liability is stated in the schedule and is based on reinstatement costs for buildings and cost price for stock unless otherwise stated.

Significant or unusual exclusions, limitations or restrictions on cover Applying to Property Damage

- Breakdown of Computer Equipment not covered by a maintenance rental hire agreement or manufacturer's warranty
- Computer Equipment over 10 years old from the year of manufacture
- Any loss recoverable under any guarantee or maintenance rental hire or lease agreement contract

Business Interruption (where selected)

This section covers the business income following interruption to the business resulting from an Insured Property Damage loss. The Limit of Liability is stated in the schedule and represents the Gross Profit or Gross Revenue (whichever basis is selected) of the business.

Section 4 Terrorism (where selected)

Part A – Pool Re

Provides cover for acts of terrorism in the Great Britain as certified by Her Majesty's Treasury.

Part B – Non Pool Re (Wrap)

Provides cover for non-certified acts of terrorism in the Great Britain, but only where not insured under Part A.

Part C - Outside Specified Territory – Non-Pool

Provides cover for acts of terrorism in the territories specified in the schedule.

Section 5 Legal Expenses (where selected)

Any One Claim	£250,000
In Aggregate in the Period of Insurance	£1,000,000
Per day in respect of Jury Service/Witness Attendance Allowance	£100 per employee
In Aggregate in respect of Jury Service/Witness Attendance Allowance	£10,000
Minimum Amount in Dispute	£1,000

Section 6 Personal Accident (where selected)

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, the Insurer will pay the Policyholder the benefit amount shown in the Policy Schedule for Death, Permanent Total Disablement from Usual Occupation or Any Occupation, Permanent Disabling Injuries based on the scales as shown in the Schedule.

Section 7 Directors and Officers (where selected)

Provides cover up to £5,000,000 in the aggregate for all loss arising out of all Claims made against the Individual and the Company during the Period of Insurance for all insurance covers combined.

Further Information

Application of Excess

Save where provided to the contrary in any Section of this Policy, the applicable amount shown in the Schedule as an Excess is the amount of all damages, loss, costs and expenses for which the Insured is responsible in respect of each and every **occurrence** (in respect of Sections 1 and 2) or each and every claim (in respect of Section 3 to 6) before the Company is liable to make any payment under this Policy. The applicable Excess amount shall not erode the applicable Limit shown in the Schedule. Claims handling up to this Excess shall be the responsibility of the Insured.

Sanctions

There are certain territories or countries that are the subject of United Nations resolutions or trade and economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. Chubb cannot provide any cover or make any payment that would infringe these laws or sanctions. It is very important that you discuss this with your insurance broker if you believe this may affect your ability to claim under this policy.

Risk locations

Chubb European Group SE (Chubb) is licensed to underwrite business in certain territories subject to the laws and regulations of those territories. Risk locations determine the territories whose laws, regulations and tax rules apply to an insurance contract. This insurance contract assumes that the location of the risk is within the EEA. In some instances, Chubb is able to accept risks from countries where Chubb is not licensed and in accordance with the laws and regulations of those countries.

What are my obligations under this policy?

It is important that:

- you check that the sections you have requested are included in the schedule;
- you check that the information you have given us is accurate – see the failure to disclose information section below;
- you notify your broker as soon as practicable of any inaccuracies or changes in the information you have given us;
- you comply with your duties under each section and under the insurance as a whole, such as payment of premium and notifying us of claims – see claims and premium sections below.

Failure to disclose information

You should be aware that failure to disclose information that would have influenced the decision to provide a quotation for this risk, or the terms and conditions quoted, could result in your having insufficient or no cover under this policy. If you are in any doubt about what information should be provided, please discuss this with your insurance broker in the first instance. You may also discuss this with your local Chubb representative or contact us at the address given in this document.

Reporting a Claim

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

For claims relating to Section 5 - Legal Expenses Abbey Legal Protection, a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of Markel International Insurance Company Limited. Any notification of a claim, or circumstance which may give rise to a claim, must be addressed to:

The Claims Department
Markel (UK) limited
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0345 350 1099
Email: claims@abbeylegal.com

For claims relating to All Other Sections:

Pen Underwriting Claims Department
Pen Underwriting Limited
Riverside
Cloister House
New Bailey Street
Manchester
M3 5AG

Tel: 0333 010 7190 Business Hours – 9:00am – 5:00pm
(Monday – Friday)
Email: UK.London.recruitment.claims@penunderwriting.com

For claims relating to Drivers Negligence:
Tel: 020 7204 8332

Out Of Hours Contact

For claims occurring outside of normal office hours where immediate action is required please contact us on:
Tel: 03330 100 790

Fraudulent Claims

If You make a fraudulent claim under this Policy the Insurers shall not be liable to pay You any sums in respect of the fraudulent claim. The Insurers may recover from You any sums that the Insurers have already paid to You in respect of the fraudulent claim. The Insurers may by notice to You treat this Policy as terminated with effect from the date of Your fraudulent act and return all premiums paid (previous valid claims are unaffected).

Cancellations

You can cancel this insurance at any time by contacting your broker.

We can cancel this insurance by giving at least 30 days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover; or
- non-cooperation or failure to supply any information or documentation we request.

Refund of premium

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

- the date you receive this insurance documentation; or
- the start of the period of insurance

whichever is the later.

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

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

Duration of the policy

The duration of the policy is outlined within the quote document that accompanies this product summary. The actual start and end dates of your policy will be shown in your quote document, and in your policy schedule/certificate of insurance when you take out cover.

How to make a complaint

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

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

Address:
Pen Underwriting Limited Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

You may be able to approach the Financial Ombudsman Service for assistance if you are unhappy with our final response to your complaint or if your complaint remains unresolved eight weeks from the date of making the complaint. Any approach to the Financial Ombudsman Service must be made within 6 months of our final response to you.

Their contact details are given below. A leaflet explaining the procedure is available on request.

Address:
The Financial Ombudsman Service,
Exchange Tower, Harbour Exchange Square,
London, E14 9SR

Tel: 0800 023 4 567 (Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm) - Calls are free from a UK landline or mobile.
0300 123 9 123 - Calls cost no more than costs to 01 or 02 numbers.
Fax: 020 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

To be eligible to refer a complaint to the Financial Ombudsman Service, you must be either:

- A consumer
- A micro-enterprise employing fewer than 10 employees and have a turnover or balance sheet that does not exceed €2 million
- A charity with an annual income of less than £1 million
- A trustee of a trust which has a net asset value of less than £1 million

Following this complaints procedure does not affect your statutory rights relating to this Policy. For more information about statutory rights, you should contact Citizens Advice.

Financial Services Compensation Scheme

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

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

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

Their contact details are:
 Financial Services Compensation Scheme
 PO Box 300
 Mitcheldean, GL 17 1DY
 Telephone: 0800 678 1100
 or +44 (0)20 7741 4100

Data Protection

Chubb uses personal information which you supply to us or, where applicable, to your insurance broker for underwriting, policy administration, claims management and other insurance purposes, as further described in our Master Privacy Policy, available here <https://www.chubb.com/uk-en/footer/privacy-policy.aspx>. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com.

Pen Underwriting Limited are the data controller of any personal information you provide to them or personal information that has been provided to them by a third party. Pen Underwriting collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Pen Underwriting may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to Pen Underwriting Limited, you must tell them you are providing their information to Pen Underwriting Limited and show them a copy of this notice.



Pen
underwriting