





### Contents

Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance intermediary to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Policy Overview	1
CORE COVERS	
Public and Products Liability	3
Employers Liability Section	5
Professional Indemnity	6
Commercial Legal Expenses	8
Directors and Officers Liability Insurance	10
OPTIONAL COVERS	
Property Damage All Risks	17
Engineering Breakdown	
Extension – Machinery Damage	19
Specified All Risks	20
Business Interruption	21
Business Interruption – Engineering	
Breakdown Extension	22
Personal Accident	23



IMPORTANT
Should you need further
details or have any
questions your insurance
intermediary will be
delighted to help.

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Your quote schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

#### What is Swimsure Insurance?

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

#### What is the policy duration?

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. The start and end dates of the policy are detailed in the policy schedule.

#### How do I cancel the policy?

To cancel the policy, please contact J.Sydney Ault. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, you will be entitled to a return of premium calculated on a pro-rata basis, less an administration charge of £25. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

#### How do I make a claim?

If you need to claim, your dedicated claims handler will help and guide you through the process. You can notify us of a claim by:

Property Damage claims **0344 412 9988** Liability and Accident claims **0344 893 9500** Engineering claims **01483 265 825** 

Lines are open from 9am to 5pm Monday to Friday.

Outside our normal opening hours contact us on our 24 hour claim notification line –

Telephone: 0345 604 9824

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0370 241 4140** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

Lines are open 24 hours a day, 7 days a week.

### For all claims, other than Commercial Legal Expenses claims:

Allianz Claims PO Box 10509 51 Saffron Road Wigston LE18 9FP

#### For Commercial Legal Expenses Claims:

The Claims Department Allianz Legal Protection Allianz-ALP PO Box 10623 Wigston LE18 9HJ

Please have your policy number to hand and as much information about the claim as possible.

#### **Your Obligations**

You must make a fair presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to J.Sydney Ault about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand it's terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact J.Sydney Ault. If you fail to do so your policy may not operate or not operate fully.

Please tell J.Sydney Ault as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell J.Sydney Ault, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

### Would I receive compensation if Allianz were 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 <a href="mailto:fscs.org.uk">fscs.org.uk</a>, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

What is the law applicable to the contract?
Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

#### Is Terrorism cover available?

In addition to the cover automatically provided, the policy (except for the Commercial Legal Expenses Section) can be extended to provide Terrorism cover for an additional charge. For further information contact J.Sydney Ault.

#### How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

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

Alternatively:

Telephone: **01483 552 438** Email: acccsm@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service Exchange Tower

London E14 9SR

Website: <u>financial-ombudsman.org.uk</u> Telephone: **0800 023 4567** or **0300 123 9123** 

Email: complaint.info@financial-ombudsman.org.uk

Full details of our complaints procedure will be found in the policy documentation.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

### **Core Covers**

#### **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.

#### **Significant 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.

#### **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)

#### Public and Products Liability (continued)

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.

#### **Significant Features and Benefits**

#### **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 £5,000,000 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.

#### **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**

- 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
- Liability caused by or arising from exposure to asbestos
- · Cyber Event exclusion
- · Communicable Disease exclusion

#### **Terrorism Cover**

Cover for acts of Terrorism is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

#### **Data Protection Act**

The limit of indemnity provided under our Data Protection Act 2018 section 168 extension is £1,000,000, or the Policy limit of indemnity whichever is lower.

### **Employers Liability Section**

Significant Features and Benefits	Significant Exclusions or Limitations
<b>Limit of Indemnity</b> – £10,000,000 in respect of any one claim or series of claims arising out of one occurrence	<ul> <li>work on an offshore installation or travelling to or from</li> <li>injury to any employee where motor insurance is</li> </ul>
Territorial Limits	required by law to be in force
<ul> <li>Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</li> <li>Elsewhere in the world for employees resident in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but temporarily employed elsewhere</li> </ul>	
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:	
<ul> <li>Director/partner £250 for each days' attendance</li> <li>Employee £150 for each days' attendance</li> </ul>	

#### **Professional Indemnity**

#### **Significant 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.

#### **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.

#### Professional Indemnity (continued)

#### **Significant Features and Benefits**

**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**

#### 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 of Canada.
- War or Terrorism
- Cyber Event.

#### 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.

#### **Significant Features and Benefits**

The cover provided under this Section covers Claims where the Insured

- first receives notification they need to defend a claim from a third party; or
- first becomes aware they need to pursue a claim against a third party;

and notifies the Insurer during the Period of Insurance.

#### **Limit of Indemnity**

You have cover of up to £250,000 for any one claim in respect of your legal costs incurred when you need to take or defend legal action relating to your business for all claims except:

- Business Aspect Enquiry which is £2,000 any one claim;
- Jury Service Allowance and Witness Attendance Allowance which are £5,000 any one claim.

The aggregate limit of indemnity for all Claims first notified to the insurer during the period of insurance is £1,000,000.

#### Significant Exclusions or Limitations

- Any cause, event or circumstance occurring prior to, or existing at the inception or renewal of this section which the Insured knew, or ought to have known, may give rise to a claim
- Employment issues where you have not sought and followed the advice of the Lawphone Legal Helpline before making significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning or dismissal (including redundancy) of an employee
- The pursuit by the Insured of an Undisputed Debt.
- Any claim relating to deliberate, reckless or careless mis-statements by you
- Claims where there are no reasonable prospects of a satisfactory outcome
- Any legal expenses incurred without our prior written consent
- At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises that means the legal representative chosen by us cannot act for you. This does not apply to Claims where we may be liable to pay Awards of Compensation or Data Protection Compensation Awards. In these circumstances we will always choose the legal representative.

#### Additional Benefits available to all policyholders

#### **Lawphone Legal Helpline**

Advice on any business related legal matter

- 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 Great Britain and Northern Ireland

#### Tax Advice Helpline

Advice on any tax matter affecting the Insured's business The advice is provided by Markel Tax, a trading division of Markel Consultancy Services Ltd.

- 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 Great Britain and Northern Ireland

### Commercial Legal Expenses (continued)

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.

Significant Features and Benefits	Significant Exclusions or Limitations
Allianz Legal Online Online support to help the Insured produce legal paperwork in connection with the Insured's business.	<ul> <li>This service is only available over the internet</li> <li>The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.</li> </ul>
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 your business. The service is provided by DWF LLP for undisputed debts within England and Wales, and Jackson Boyd Solicitors for undisputed debts within Scotland.	<ul> <li>The legal action to recover the debt must be able to be taken within Great Britain</li> <li>The amount of the undisputed debt must be at least £250</li> <li>We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt</li> <li>This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt.</li> </ul>
Solicitor Employment Support Service This service will provide you with the use of a solicitor to carry out a redundancy programme on your behalf. This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP.	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
<ul> <li>Specialist Legal Support Service This service will provide you with access to a specialist solicitor if:</li> <li>Lawphone is unable to assist with the legal problem because it is specialist in nature; or</li> <li>the claim is not covered by the legal expenses section; or</li> <li>you require a full legal review of your business.</li> </ul>	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
This service is provided by DWF LLP.	
<ul> <li>Crisis Response</li> <li>This service will provide you with access to:</li> <li>a range of services to provide support to prepare for, and deal with, a business crisis.</li> <li>crisis management training, reviews and a bespoke crisis management plan.</li> </ul> This service is provided by DWF LLP.	There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.

#### **Directors and Officers Liability Insurance**

#### **Significant 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.

#### **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.

#### Directors and Officers Liability Insurance (continued)

#### **Significant Features and Benefits**

#### 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

- 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 codefendant 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.

#### **Significant Exclusions or Limitations**

#### **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
- Cyber Event exclusion.

#### Directors and Officers Liability Insurance (continued)

# Significant Features and Benefits Significant Exclusions or Limitations

#### **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.

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.

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

#### 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.

Significant Features and Benefits	Significant Exclusions or Limitations
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.	<ul> <li>Total assets must not exceed 50% of your total assets.</li> <li>Subsidiary securities must not be listed on any exchange.</li> <li>Excludes Financial Institutions.</li> </ul>
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.	
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.	

Significant Features and Benefits	Significant Exclusions or Limitations
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.	<ul> <li>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.</li> <li>If you do not wish to use our panel adviser, you must obtain our prior written consent to use the service provider chosen.</li> </ul>
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.	A sub-limit of £1,000,000 applies in respect of the Foreign Corrupt Practices Act.

Significant Features and Benefits	Significant Exclusions or Limitations
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.	<ul> <li>For claims brought within the USA cover is provided for defence costs up to the Limit of Liability for:</li> <li>Employment Practice claims</li> <li>Claims brought by liquidators or receivers</li> <li>Contribution or indemnity matters resulting from other claims</li> <li>Shareholder derivative actions</li> <li>Claims brought by former directors or officers</li> <li>Whistleblower situations.</li> </ul>
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.	
<ul> <li>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: <ul> <li>Legal defence costs and expenses and settlements or damages awarded against the company for an actual or alleged Wrongful Act</li> <li>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.</li> </ul> </li> </ul>	<ul> <li>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.</li> <li>This extension is subject to the cover general exclusions and conditions, and in addition excludes:         <ul> <li>Employment Practice liability</li> <li>liability relating to competition, restraint of trade, or deceptive</li> <li>acts and practices in trade and commerce</li> <li>private placement or public offering of any securities</li> <li>performance or failure to perform professional services</li> </ul> </li> </ul>

Significant Features and Benefits	Significant Exclusions or Limitations
	<ul> <li>Cyber Event exclusion</li> <li>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</li> <li>contractual liability except in respect of defence costs</li> <li>pollution other than in respect of shareholders derivative</li> <li>actions</li> <li>any trust fund, pension scheme, profit-sharing scheme or</li> <li>employee benefit scheme</li> <li>claims brought or maintained by or on behalf of the company</li> <li>bodily injury and property damage except in respect of</li> <li>Investigation Costs</li> <li>efficiency or performance of any products or services except in respect of Investigation Costs</li> </ul>
Severability Full severability is provided for you 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.	
<b>Termination/Cancellation</b> 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.	

### **Optional Covers**

#### Property Damage All Risks

#### **Significant Features and Benefits**

- Contents cover includes data processing media, 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 J.Sydney Ault.
- 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.

#### **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
- · Cyber and data event
- · Contagious and infectious disease

## Optional Covers (continued)

#### Property Damage All Risks (continued)

#### **Significant Features and Benefits**

- 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.
- 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 provider 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.

#### **Significant Exclusions or Limitations**

#### **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.

#### **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.

### **Optional Covers**

#### Property Damage All Risks (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
• 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.	
<ul> <li>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.</li> </ul>	
<ul> <li>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.</li> </ul>	
<ul> <li>Working From Home – cover includes contents temporarily removed from the premises to employees homes, up to £1,500 per item and £3,000 per employee's home</li> </ul>	

#### Engineering Breakdown Extension - Machinery Damage

#### **Significant Features and Benefits Significant Exclusions or Limitations** • Perils commonly covered under a property policy This cover provides for: such as fire, explosion, lightning, flood, theft, etc are Sudden and Unforeseen Damage excluded Cover for sudden and unforeseen damage, including Damage to buildings, structures and pool linings breakdown, explosion, collapse and accidental damage or The first £500 in respect of each and every occurrence, or the amount of the Excess specified in the Schedule collapse. against the Property Damage Section, whichever is **Own Surrounding Property (Pressure Plant)** the greater Cover for damage to property belonging to the Insured • Maintenance, faulty workmanship or application of or in their care or custody caused by damage to pressure Loss or damage recoverable under any maintenance plant insured under Cover One e.g. boiler explosion. agreement or warranty or guarantee, or which would **Territorial Limits** be recoverable but for a deliberate breach of the Insured's obligations under such agreement • Great Britain, Northern Ireland, the Isle of Man and the Wear and tear or gradual deterioration Channel Islands. Expendable items such as cutters, bits, tools, moulds, driving belts, etc

Damage to protective devices

operations

Damage to property arising from multiple lifting

## Optional Covers (continued)

### Engineering Breakdown Extension – Machinery Damage (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<ul> <li>Public Authorities requirements</li> <li>Debris Removal</li> <li>Hired in Plant/Hire Costs up to £5,000</li> <li>Fuel Storage Tanks Loss of Contents up to £10,000</li> <li>Avoidance of Impending Damage</li> <li>Claims investigation cost up to £25,000</li> <li>Contamination by Hazardous Substances up to £10,000</li> </ul>	<ul> <li>Vessels, craft, vehicles, rigs, platforms or devices</li> <li>Any consequential losses such as penalties for delay or loss of profits</li> <li>Damage to any item arising during installation or testing</li> <li>Pollution and Contamination</li> <li>Terrorism and E-Risks</li> <li>Contagious or Infectious Disease</li> <li>Scratching</li> <li>Overload or abnormal conditions</li> <li>Data stored on computer media.</li> </ul>
	<ul> <li>Conditions You must <ul> <li>take all reasonable precautions to safeguard the insured property against loss or damage</li> <li>keep up to date records of values at risk and provide this information to us annually by declaration.</li> </ul> </li> </ul>

### Specified All Risks

Significant Features and Benefits	Significant Exclusions or Limitations
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.	<ul> <li>loss due to any person obtaining any property by deception</li> <li>frost, wear and tear, gradual deterioration, inherent</li> </ul>
·	defect
The maximum amount payable for any one claim is:	<ul><li>rot, mildew, rust, corrosion, insects, woodworm, vermin</li><li>dyeing, cleaning, repair, renovation, marring or</li></ul>
the total sum insured or	scratching
for each item its individual sum insured at the time of	• electronic, electrical or mechanical breakdown, failure
damage.	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     Cuber and data event
	<ul><li>Cyber and data event</li><li>Contagious and infectious disease</li></ul>
	<ul> <li>the excess – please refer to your policy schedule</li> </ul>
	<ul> <li>Intruder Alarm Conditions</li> </ul>
	- Intruder Alarm Conditions

### **Optional Covers**

#### Specified All Risks (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	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.

#### **Business Interruption**

inflation protection.

#### **Significant Features and Benefits Significant Exclusions or Limitations** Cover options are as outlined under the Property Damage exclusions as shown under the Material Damage Section All Risks. section, except explosion of a steam boiler or economiser which is covered Basis of settlement available: the deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is **Estimated Income** excluded The Estimated basis of settlement provides a limit of • erasure, loss, distortion or corruption of information liability of 133.33% of the Estimated Income giving on computer systems or other records, programs or

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 £1,000,000. Cover is subject to a number of exclusions and conditions please refer to the policy wording for details. Cover does not apply for the first 48 hours of interference and is limited to a Maximum Indemnity Period of 1 month.
- 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 J.Sydney Ault

#### Conditions – Estimated Basis of Settlement Material Damage Requirement

Contagious and Infectious Disease general exclusion.

Cyber and Data Events General Exclusion

software are excluded

 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 claim.

### **Optional Covers** (continued)

#### Business Interruption (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
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 48 hours of interference and is limited to a Maximum Indemnity Period of 1 month. 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.	

#### Business Interruption – Engineering Breakdown Extension

Optional – Extension to the Business Interruption Section.

#### This cover provides for:

**Significant Features and Benefits** 

- Business Interruption following sudden and unforeseen damage arising from breakdown of machinery and plant or machinery building services equipment and plant which operates under electrical and/or mechanical power and is ready for use in connection with the business
- The actual breaking, distortion or burning out of any part of the machinery or plant while in use, arising from mechanical or electrical defects in such machinery or plant causing sudden stoppage which necessitates repair or replacement before it can resume normal working
- Fracturing of any item of the machinery or plant insured by frost which necessitates repair or replacement before it can resume normal working.

#### **Significant Exclusions or Limitations**

- Perils commonly covered under a property policy such as fire, explosion, lightning, flood, theft, etc are excluded
- Damage to buildings, structures and pool linings
- The Time Exclusion or Excess as shown in the schedule
- 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
- Pipes or cables situated underground except where underground within the premises
- · Contagious or Infectious Disease exclusion

#### **Conditions**

 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 claim.

### **Optional Covers**

#### Personal Accident

#### **Significant 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

Policy Age Limit 75

Temporary Total Disablement is limited to your earnings

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.

#### Up to:

- 15% of the capital sum benefit covered
- 30% of the weekly benefit covered

## Optional Covers (continued)

### Personal Accident (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
Maximum benefit payable £15,000 any one insured person.  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.
Tree service operating 2 mounts a day, 303 days a year.	Cyber Event.

Swimsure is a trading name of J Sydney Ault Limited. J Sydney Ault Limited is authorised and regulated by the Financial Conduct Authority (FCN: 311469)

#### Allianz Insurance plc.

Registered in England number 84638 Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.