

# Darwin Clayton Recruitment and Employment Agency

## Summary of Cover

This document is a guide to the cover provided under your Recruitment and Employment Agency Policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover please read your insurance Policy, your Schedule (which indicates operative sections) and any Endorsements that apply. A copy of your insurance Policy can be obtained by contacting Darwin Clayton (UK) Ltd.

Ageas Insurance Limited provides this insurance and it is administered on their behalf by Darwin Clayton (UK) Ltd.

Type of Insurance: Recruitment and Employment Agency Policy

Period of Cover: 12 months

### Fair Presentation

You have a duty to make a fair presentation of your risk and accurately disclose any information which may influence our acceptance or assessment of this insurance. Failure to disclose all material information and circumstances or providing false or inaccurate information may invalidate the insurance or result in claims not being paid or not being paid in full. If you are in any doubt as to whether or not any information, fact or circumstance is material, then it should be disclosed.

Employers' Liability		
Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>This section covers your legal liability to your employees arising out of injury or disease that they may sustain during their employment (including claimants' costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p> <p>The standard Limit of Indemnity is £10,000,000 for any one event, inclusive of costs and expenses</p>	<p>Liability arising from work or visits Offshore</p> <p>Injury involving motor vehicles in circumstances where motor insurance is required by law</p> <p>Liability arising from any work Airside</p>	<p>Employers' Liability</p> <p>"Offshore" is defined in the Definitions</p> <p>"Injury" is defined in the Definitions</p> <p>"Airside" is defined in the Definitions</p>
<p>Costs and expenses in connection with prosecutions and appeals against convictions arising under health and safety legislation are insured, subject to our agreement</p>		<p>Employers' Liability</p>

## Public and Products Liability

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>This section covers your legal liability arising out of accidental injury to members of the public or accidental loss of or damage to their property resulting directly from the business at your premises and elsewhere within the Territorial Limits during the period of insurance (including claimants' costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p> <p>The minimum Limit of Indemnity provided for Public Liability will be £1,000,000 for any one event. Higher limits (up to £5,000,000) can be provided on request.</p> <p>The minimum Limit of Indemnity provided for Products Liability will be £1,000,000 for any one period of insurance. Higher limits can be provided on request.</p> <p>The Schedule shows the Limit of Indemnity</p>	<p>Liability:</p> <ul style="list-style-type: none"> <li>• for damage to property in your custody or control or being worked upon</li> <li>• for financial loss not accompanied by damage</li> <li>• arising from professional negligence</li> <li>• arising from any work Airside</li> <li>• for costs incurred in recalling, repairing, reconditioning, replacing, testing or remarketing any Product or defective workmanship</li> <li>• arising from Products known to be in use in any type of aircraft</li> <li>• arising from work or visits Offshore</li> </ul>	<p>Public and Products Liability</p> <p>"Territorial Limits" is defined in the Definitions</p> <p>"Airside" is defined in the Definitions</p> <p>"Product" is defined in the Definitions</p> <p>"Offshore" is defined in the Definitions</p>
<p>Contingent Motor Liability for use by Employees of vehicles not belonging to or provided by you in connection with the business</p>	<p>Liability:</p> <ul style="list-style-type: none"> <li>• damage to the vehicle or its contents</li> <li>• injury or loss whilst being driven by you</li> <li>• injury or loss if indemnity is available under any other insurance</li> <li>• injury or loss occurring outside the UK</li> </ul>	<p>Public and Products Liability</p> <p>"Employee" is defined in the Definitions</p>
<p>Liability under the Defective Premises Act 1972 in connection with premises previously owned or leased and since disposed of by you</p>	<p>Liability:</p> <ul style="list-style-type: none"> <li>• for defects in the premises</li> <li>• occurring prior to your disposal of the premises</li> </ul>	<p>Public and Products Liability</p>
<p>Liability arising from loss or damage to premises that are leased, hired or rented to you</p>	<p>Liability assumed by you under a tenancy or other agreement unless you would have been liable without the agreement</p>	<p>Public and Products Liability</p>
<p>Costs and expenses in connection with prosecutions and appeals against convictions arising under health and safety legislation are insured, subject to our agreement</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• the cost of any fine or penalty</li> <li>• legal costs and expenses arising out of any deliberate act or omission</li> </ul>	<p>Public and Products Liability</p>
<p>Liability arising out of</p> <ul style="list-style-type: none"> <li>• slander or libel</li> <li>• misappropriation of advertising ideas</li> <li>• infringement of copyright</li> </ul> <p>in any advertisement</p>	<p>Liability arising out of oral or written publication of material:</p> <ul style="list-style-type: none"> <li>• if the first oral or written publication of the same or similar material took place prior to the commencement date of the Policy</li> <li>• which you know is false</li> </ul>	<p>Public and Products Liability</p>

## Professional Indemnity

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>This section covers your legal liability arising as a direct result of any negligent act error or omission in the professional conduct of the business by you committed anywhere in the world (other than USA and Canada)</p> <p>The minimum Limit of Indemnity is £100,000 for any one event. Higher limits (up to £5,000,000) can be provided on request.</p> <p>Legal costs and expenses in defending a claim are also insured, subject to our agreement.</p>	<p><b>Exclusions:</b> Liability for:</p> <ul style="list-style-type: none"> <li>• injury to Employees</li> <li>• Employees’ dishonest or fraudulent acts which you ought to have been aware of or where the annual accounts have not been audited by a qualified accountant</li> <li>• claims based upon fees claimed back by a client or which have had to be refunded to a client by you due or allegedly due to non-performance of your contractual obligations to the client</li> <li>• claims arising from any breach of any obligation owed by you as an employer to any person</li> <li>• claims or circumstances that could result in a claim that are known to you prior to inception of the Policy</li> <li>• claims made in the USA or Canada</li> <li>• the amount of the excess shown in the Schedule in respect of each and every claim</li> <li>• claims arising from any wrongful or unfair dismissal or any form of discrimination harassment or unfair treatment</li> <li>• claims arising from any act or omission of any temporary worker or person supplied by you to a client unless you have breached a duty of care in supplying such temporary worker or person</li> <li>• claims made in respect of any actual or alleged violation of any law relating to unconscionable conduct any anti-trust or competition law or other law prohibiting restraint of trade business or profession</li> </ul> <p><b>Conditions Applying:</b> This section is written on a claims made basis, which means it applies to claims that are</p> <ul style="list-style-type: none"> <li>• discovered by, made against or intimated to you for the first time and</li> <li>• notified to Ageas Insurance Limited</li> </ul> <p>during the Policy period for work undertaken or acts occurring after the Retroactive Date shown on the Schedule</p>	<p>Professional Indemnity</p> <p>“Employee” is defined in the Definitions</p>
<p>Liability resulting directly from or based upon or connected with any infringement or alleged infringement of confidentiality</p>	<p>Liability for the amount of the excess shown in the Schedule in respect of each and every claim</p>	<p>Professional Indemnity</p>
<p>Liability arising from or based upon or connected with any infringement or alleged infringement of any copyright or patents or other intellectual property rights</p>	<p>Liability for the amount of the excess shown in the Schedule in respect of each and every claim</p>	<p>Professional Indemnity</p>
<p>Liability resulting directly from any libel or slander uttered by you in connection with your business but excluding any publication made in any journal magazine or newspaper or by means of radio or television</p>	<p>Liability for the amount of the excess shown in the Schedule in respect of each and every claim</p>	<p>Professional Indemnity</p>

## Professional Indemnity continued

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
Liability arising directly out of any dishonest or fraudulent act or omission by any employee	<p>Liability for:</p> <ul style="list-style-type: none"> <li>any claim arising from any dishonest or fraudulent act or omission committed by                             <ul style="list-style-type: none"> <li>any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty</li> <li>any director or partner</li> </ul> </li> <li>the first 10% of each claim subject to a maximum deduction of £1,000 in respect of each claim</li> <li>any claim where you are unable to show that at the time of the events or actions giving rise to such claim the normal system of supervision and checking was operating</li> </ul>	Professional Indemnity "Employee" is defined in the Definitions
Loss of or damage to documents held by you but not belonging to you up to a limit of £100,000 in respect of any one Policy period	<p>Liability for</p> <ul style="list-style-type: none"> <li>any loss or damage arising from or contributed to by your dishonesty or fraudulent act</li> <li>the amount of the excess shown in the Schedule in respect of each and every claim</li> </ul>	Professional Indemnity

## Drivers Negligence

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>This section covers your legal liability for damages and claimants' costs and expenses in respect of damage to any motor vehicle with a minimum vehicle weight of 3500kg the property of or hired or lent to your customer or client caused by the negligent act of a temporary driver (Contractor) supplied by you under a contract between you and your clients and whilst being driven by the temporary driver during the Period of Insurance.</p> <p>The Limit of Indemnity provided for Drivers Negligence will be either £5,000 or £10,000 for any one event.</p> <p>The Schedule shows the Limit of Indemnity</p>	<p>Liability</p> <ul style="list-style-type: none"> <li>in respect of loss of use depreciation wear and tear mechanical or electrical breakdown failures or breakages</li> <li>in respect of loss of or damage to tyres caused by the application of brakes or by punctures cuts or bursts unless resulting from an accident for which indemnity is otherwise provided</li> <li>in respect of loss or damage occasioned by any wilful act by you or any temporary driver supplied by you</li> <li>in respect of loss or damage resulting from or occasioned by racing pacemaking or speed testing</li> <li>for the amount of the excess shown in the Schedule in respect of each and every claim</li> <li>in respect of any loss or damage arising from the driving of a vehicle by any person                             <ul style="list-style-type: none"> <li>under the age of 23 years</li> <li>who does not hold a Full Driving Licence clear of Endorsements other than Endorsements for specific offences up to a maximum of nine Penalty points for such offences</li> <li>who has not held a valid Category C or C+E or C1 or C1+E Licence as appropriate for at least two years in respect of the type of vehicle driven</li> <li>who has not worked as a driver for at least 180 days during the 24 months immediately prior to the occurrence of the loss or damage</li> </ul> </li> </ul>	Drivers Negligence

## Office Contents Insurance Section

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>Business Contents (including medical and pharmaceutical products) whilst at your Premises are covered against loss or damage from any accidental cause up to the sum insured stated in the schedule</p> <p>Removal of Debris and making the buildings safe following insured damage is also insured</p> <p>Business Contents Sums Insured are Index Linked using the General Index of Retail Prices</p> <p>Machinery, fixtures, fittings and documents are insured for up to 15% of their sums insured whilst temporarily removed from your premises</p> <p>The cost of replacing locks following theft of keys to the premises or to safes is insured</p> <p>Your liability as tenant is included for: Damage to underground services Theft damage to buildings for which you are responsible</p> <p>Documents in transit may be insured in transit within the Territorial Limits</p> <p>Damage to external signs and nameplates is insured up to £1000</p> <p>Fixed glass or sanitary ware forming part of the buildings is insured against breakage up to a maximum of £10,000</p> <p>Money is insured: In the premises and whilst in transit during business hours In a safe at your premises or a bank night safe In the homes of directors or authorised employees</p> <p>If, as a result of Robbery or Hold-up, you or employees are killed or suffer a serious permanent injury, a lump sum benefit of £5,000 (or £50 per week for up to 2 years for temporary disablement) is payable</p> <p>Damage to contents of refrigerated cabinets caused by equipment breakdown, failure of the electricity supply or refrigerant leakage up to the sum insured stated in the schedule</p> <p>Reinstatement basis of settlement</p>	<ul style="list-style-type: none"> <li>• An Excess of £250 applies to all losses (this increases to £500 for losses caused by animals in vets surgeries)</li> <li>• Loss or damage to specific valuable items is excluded</li> <li>• Loss or damage when the Buildings are unoccupied is excluded unless the loss is caused by Fire, Lightning, Explosion, Earthquake, Aircraft or Impact</li> <li>• Theft that does not involve violent and forcible entry or personal violence is excluded</li> <li>• Damage caused by pollution or a rise in the water table level is excluded</li> <li>• The sums insured must be at least 85% of the value of the Property Insured at the time of a loss or you may have to pay a proportion of the claim yourself</li> </ul> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• Theft from unlocked buildings</li> <li>• Storm or flood damage in the open</li> </ul> <p>The maximum amount payable is £1,000</p> <p>The maximum amount payable is £10,000</p> <p>Loss of or damage to Money or negotiable documents is excluded</p> <p>Damage by scratching, installation, removal or repairs is excluded</p> <p>The following losses are excluded:</p> <ul style="list-style-type: none"> <li>• Losses from unattended vehicles</li> <li>• Losses from coin operated machines</li> <li>• Money stolen by employees unless discovered within 7 days or insured by a Fidelity insurance</li> </ul> <p>This benefit does not apply to people under 16 or over 70 years of age. Injury involving intoxication or drugs or any existing physical defect / infirmity is excluded</p> <ul style="list-style-type: none"> <li>• Losses involving refrigeration equipment more than 15 years old is excluded</li> <li>• Losses arising from deliberate action by the electricity supply company is excluded</li> <li>• Refrigeration equipment over 2 years old must be annually inspected and maintained</li> </ul> <p>Average will not apply where the sum insured for the damaged item being reinstated represents at least 85% of its replacement cost as new</p>	<p>Office Contents</p>

## Portable Business Equipment Insurance Section

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>Loss of or damage to</p> <p>a Portable Business Equipment including laptops, other computer equipment and accessories</p> <p>b materials and other goods for incorporation in the contract whilst in transit</p> <p>Alternative Accommodation following damage to trade premises by fire explosion storm or flood</p>	<p>Cover applies anywhere in the European Union</p> <p>Excesses</p> <ul style="list-style-type: none"> <li>– £200 for computer and photographic equipment</li> <li>– £100 in respect of all other losses</li> </ul> <p>Up to £500 per month for a maximum of 12 months excluding the first seven days</p> <p><b>Exclusions:</b></p> <p>Theft from unattended vehicles overnight unless in a securely locked garage or alarmed vehicle with an approved alarm</p> <p>Theft of mobile phones or computer, photographic and satellite navigation equipment from any unattended vehicle unless from a securely locked boot or locked glove box and theft results from forcible and violent entry into a securely locked motor vehicle</p> <p>Theft from open sided or open backed vehicles / trailers</p>	<p>Portable Business Equipment</p>

## Business Interruption Section

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>This section provides cover for any additional costs of working following damage to property insured under the Office Contents Insurance section.</p> <p>Cover is provided for loss arising from damage to property in the vicinity of the premises that hinders or prevents use of or access to the premises</p> <p>Loss arising from closure of the premises due to vermin, pests, defects in drains or defective sanitation is also insured</p> <p>Cover is provided for loss following failure of the public supply of electricity, gas or water at the premises</p>	<p><b>Exclusions:</b></p> <p>The exclusions are similar to those specified under the Office Contents Insurance section</p> <p>The maximum amount payable is 25% of the sum insured</p> <p>The maximum amount payable is 25% of the sum insured</p> <p>There is no cover if the failure of the public supply is</p> <ul style="list-style-type: none"> <li>a for less than seven hours</li> <li>b as a result of any fault on the installation at your premises</li> </ul> <p>The maximum amount payable is 25% of the sum insured</p>	<p>Business Interruption</p> <p>“gross income” is defined in the Business Interruption section</p> <p>“premises” is defined in the Definitions section</p> <p>“premises” is defined in the Definitions section</p> <p>“premises” is defined in the Definitions section</p>

## Personal Accident (for Contractors)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details								
<p>If a Contractor suffers accidental bodily injury whilst on an assignment which results in death or serious permanent disablement within twelve months the following benefits will be paid:</p> <table border="0"> <tr> <td>1 Death</td> <td>£25,000</td> </tr> <tr> <td>2 Loss of limbs</td> <td>£25,000</td> </tr> <tr> <td>3 Loss of sight</td> <td>£25,000</td> </tr> <tr> <td>4 Permanent Total Disablement</td> <td>£25,000</td> </tr> </table> <p>The death benefit will be payable upon disappearance if, after a suitable period of time, it is reasonable to assume the person has died, but the amount payable must be refunded if it is subsequently found that death has not occurred</p>	1 Death	£25,000	2 Loss of limbs	£25,000	3 Loss of sight	£25,000	4 Permanent Total Disablement	£25,000	<p>This section does not apply to persons under 16 or over 70 years of age</p> <p>Benefit is not payable as a result of a Contractor</p> <ul style="list-style-type: none"> <li>• flying in an aircraft other than as a passenger in a fully licensed passenger aircraft</li> <li>• hang gliding</li> <li>• committing or attempting to commit suicide or intentionally inflicting self-injury</li> <li>• sub aqua diving</li> </ul> <p>Benefit is not payable in respect of</p> <ul style="list-style-type: none"> <li>• injury arising from any disability or physical defect/infirmity existing at the time of injury</li> <li>• more than £25,000 in respect of the same injury</li> <li>• pregnancy or childbirth</li> <li>• any injury involving intoxication or use of drugs</li> </ul> <p>Where two or more persons are injured in the same accident the maximum amount payable is the Aggregate Limit of Liability as shown in the Schedule</p>	<p>Personal Accident</p> <p>“Contractor” is defined in the Definitions</p>
1 Death	£25,000									
2 Loss of limbs	£25,000									
3 Loss of sight	£25,000									
4 Permanent Total Disablement	£25,000									

## Legal Expenses Insurance Section

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p>This Section will cover legal costs up to £100,000 or the limit shown on the schedule including the cost of appeals for the following:</p>	<ul style="list-style-type: none"> <li>• Legal costs, communication costs or compensation awards incurred without our consent.</li> <li>• Fines, penalties or compensation awarded against an insured person (except as covered under Cover 2 Employment Compensation or d of Cover 7 Compliance and Regulation) or costs awarded against an insured person by a court of criminal jurisdiction.</li> </ul>	<p>Legal Expenses</p> <p>‘Legal Costs’ is defined in the Definitions</p> <p>‘Insured’ is defined in the Definitions</p> <p>‘Insured Person’ is defined in the Definitions</p>
<p><b>1 Employment</b> A dispute with a past, present or prospective employee, arising from a contract of service or breach of employment laws.</p>	<ul style="list-style-type: none"> <li>• Pursuit of an action other than an appeal.</li> <li>• Any redundancy related claim within 180 days of the inception of the policy.</li> <li>• Legal costs for the preparation and representation in internal grievance or disciplinary matters.</li> </ul>	<p>Legal Expenses</p> <p>‘Employee’ is defined in the Definitions</p> <p>‘Legal Costs’ is defined in the Definitions</p>
<p><b>2 Employment Compensation Awards</b> Only where a claim has been accepted under Cover 1 Employment.</p>	<ul style="list-style-type: none"> <li>• Up to an aggregate limit of £1 million.</li> <li>• Money due to an employee under a contract or statutory provision.</li> </ul>	<p>Legal Expenses</p> <p>‘Employee’ is defined in the Definitions</p>
<p><b>3 Employment Restrictive Covenants</b> A dispute with:</p> <ul style="list-style-type: none"> <li>• an employee or ex-employee which arises from their breach of a restrictive covenant</li> <li>• a party who alleges that you have breached their legal rights protected by a restrictive covenant.</li> </ul>	<p>The restrictive covenant must not:</p> <ul style="list-style-type: none"> <li>• extend further than is reasonably necessary to protect the business interests or</li> <li>• contain restrictions in excess of 12 months.</li> </ul>	<p>Legal Expenses</p> <p>‘Employee’ is defined in the Definitions</p>



## Legal Expenses Insurance Section continued

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p><b>4 Tax Protection</b> A formal aspect or full enquiry into the business' tax, a dispute following an HMRC compliance check or disputes about VAT, including an appeal.</p>	<ul style="list-style-type: none"> <li>Any claim where you have been negligent or have not met legal timescales.</li> <li>Investigation by the Specialist Investigations Branch of HM Revenue and Customs.</li> <li>Tax avoidance.</li> </ul>	Legal Expenses
<p><b>5 Property</b> A dispute relating to material property you own or are responsible for:</p> <ul style="list-style-type: none"> <li>following physical damage</li> <li>following a public or private nuisance or trespass</li> <li>which you wish to recover or repossess from an employee or ex-employee.</li> </ul>	<ul style="list-style-type: none"> <li>Any claim where a contract exists between you and the other party.</li> <li>Goods in transit</li> <li>Goods lent or hired out.</li> </ul>	Legal Expenses 'Employee' is defined in the Definitions
<p><b>6 Legal Defence</b> Defence costs:</p> <ul style="list-style-type: none"> <li>in a criminal investigation that could lead to prosecution</li> <li>if criminal proceedings are brought</li> <li>in motor prosecution, for directors and partners, whether or not it relates to the business.</li> </ul>	<ul style="list-style-type: none"> <li>Parking offences.</li> </ul>	Legal Expenses
<p><b>7 Compliance and Regulation</b> Appeal against a statutory notice or notice of formal investigations or disciplinary hearings.  Civil action alleging wrongful arrest arising from an allegation or theft.  Defence of a civil action brought under the Data Protection Act.</p>	<ul style="list-style-type: none"> <li>Pursuit of an action other than an appeal.</li> <li>Routine inspection by a regulatory authority</li> <li>A Health and Safety fee for intervention.</li> </ul>	Legal Expenses
<p><b>8 Statutory Licence Appeals</b> An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration.</p>		Legal Expenses
<p><b>9 Loss of Earnings</b> Loss of earnings following attendance at a court or tribunal for a claim under this policy or whilst on jury service.</p>	<ul style="list-style-type: none"> <li>Any amount which can be recovered from the court or tribunal.</li> </ul>	Legal Expenses
<p><b>10 Employees' Extra Protection</b> Defence of civil proceedings:</p> <ul style="list-style-type: none"> <li>for unlawful discrimination or</li> <li>as a trustee of the company pension fund.</li> </ul> <p>Pursuit of a personal injury claim by an employee or a member of their family that arises from the business activity.  Legal costs for following personal identity theft targeted at you, the directors or partners.</p>	<ul style="list-style-type: none"> <li>Defence of the employer.</li> <li>A condition, illness or disease that gradually develops over time.</li> </ul>	Legal Expenses 'Employee' is defined in the Definitions
<p><b>11 Crisis communication</b> Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.</p>	<ul style="list-style-type: none"> <li>Maximum payable is £10,000.</li> <li>Matters that should be dealt with through normal complaints procedures.</li> </ul>	Legal Expenses



## Legal Expenses Insurance Section continued

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the policy that contains further details
<p><b>12 Contract and Debt Recovery</b> Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services, providing the amount in dispute exceeds £200.</p>	<ul style="list-style-type: none"> <li>• Letting, leasing or licensing of land or buildings where you act as landlord</li> <li>• Sale or purchase of land or buildings</li> <li>• Loans, mortgages, pensions or any financial products.</li> <li>• Computer systems supplied by you or tailored to your requirements.</li> <li>• Employee disputes.</li> <li>• Breach of professional duty.</li> <li>• Arbitration or adjudication.</li> </ul>	<p>Legal Expenses  'Employee' is defined in the Definitions</p>

## General Conditions and Exclusions

Significant Conditions	Significant Exclusions or Limitations	Section of the policy that contains further details
<p><b>Conditions</b> You must comply with the conditions of the Policy explained in the General Conditions section of the Policy for cover to apply.</p> <p>These include:</p> <ul style="list-style-type: none"> <li>• your conducting the business on the Model Terms of Business recommended by the Recruitment &amp; Employment Confederation (or on similar terms) or on terms of business specifically agreed and accepted by Ageas Insurance Limited.</li> <li>• your duty to take reasonable precautions to prevent injury, loss or damage</li> <li>• actions you must take as soon as you are aware of a possible claim under the Policy.</li> </ul>	<p><b>Exclusions</b> The Policy excludes loss, damage, injury or liability arising from or relating to:</p> <ul style="list-style-type: none"> <li>• nuclear or radioactive materials or incidents*</li> <li>• acts of war*</li> <li>• acts of Terrorism (but Employers' Liability cover is sub-limited to £5,000,000 for any one event)</li> <li>• loss, damage or liability that is more specifically insured</li> <li>• fines, penalties and punitive damages</li> <li>• removal, handling or disposing of asbestos</li> <li>• gradual pollution or contamination*</li> <li>• a deliberate act or omission by you, any director, partner or employee in a managerial or executive position*</li> <li>• liability assumed under any contract, agreement or guarantee where liability would not have arisen in the absence of the contract, agreement or guarantee, except where Ageas Insurance Limited has agreed in writing to a particular contract, agreement or guarantee*</li> <li>• the ownership, possession or use of any buildings, land, aircraft, watercraft or mechanically propelled vehicle*</li> <li>• the provision of medical treatment*</li> <li>• a contract or placement which fulfils the criteria of the personnel specification required by your client and where no allegation of negligence has been made against you*</li> </ul> <p>* Not applicable to Employers' Liability cover</p>	<p>General Conditions or General Exclusions (as appropriate)</p>

## Making a Claim

If you wish to make a claim, please telephone **0370 600 2123** for all sections of cover.

## What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way your Policy was sold to you, please contact your Agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate).

Customer Services Adviser  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you have tried to resolve it with us.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect your rights to take legal proceedings.

## Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

## Cancellation Rights

During the first period of insurance, you have the right to cancel the policy within 14 days of receipt of the policy wording and schedule, or the inception date of the policy whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation. Please refer to page 14 of the policy wording for full details of the cancellation procedure, including how to cancel outside of the 14 days.

**To make a claim, call 0370 600 2123**

Please add this number to your mobile phone

### Ageas Insurance Limited

#### Registered office address

Ageas House, Hampshire Corporate Park,  
Templars Way, Eastleigh, Hampshire SO53 3YA

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

ageas®