Policy Summary

Management Liability Product

The following provides a summary only of Sections 1-4 of Your Policy and some key exclusions and conditions. This Policy provides cover for certain management liability exposures.

You must read the Sections that You have purchased, the rest of Your Policy and the Schedule carefully for full details.

The entity underwriting this product is Endurance Worldwide Insurance Limited ("EWIL") which is registered in the United Kingdom at: 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

References throughout this Policy Summary to We/Us/Our mean EWIL and references to You/Your mean the Policyholder. Some of the terms included below have specific meanings. Please refer to the Policy definitions section for more detail.

The Policy has a term of one year and the start and end dates are set out in the Schedule.

Section One Directors and Officers Liability

Key Covers

- We will cover the liability to pay damages and Defence Costs arising from an Insured Person's Wrongful Act. We will either pay this direct to the Insured Person or if You have paid or will pay, We will reimburse you.
- We will cover the costs of an Insured Person preparing for and attending an Investigation.

Subject to the cover-specific exclusions shown in the Policy wording and any applicable sub-limit shown in the Schedule, We will also cover:

- An additional limit for Your Non-Executive Directors once the Limit of Liability has been exhausted.
- The fee or premium to obtain a Bail Bond where required by a Court related to a Claim
- Civil Fines and Penalties
- Court Attendance costs
- Public Relation costs to mitigate negative publicity following specific events
- Defence Costs incurred on an emergency basis
- Extradition Costs
- Costs and damages arising from a Claim for breach of Health and Safety legislation
- Costs of legal representation at insolvency proceedings
- Insured Persons for 30 days following a Management Buy -Out for Wrongful Acts occurring before the Buy-Out
- Mitigation Costs
- Outside Entity Executives
- Unpaid corporate taxes found to be owed personally by Insured Persons following an insolvency event
- Defence Costs where a Claim for Property Damage results from an alleged Wrongful Act
- Asset and Liberty Costs

- Legal representation costs for Insured Persons following receipt of a subpoena

Section Two Corporate Legal Liability

Key Covers

- We will cover Your liability to pay damages and Defence Costs arising from specified Corporate Wrongful Acts.

Subject to the cover-specific exclusions shown in the Policy wording and any applicable sub-limit shown in the Schedule, We will also cover:

- Costs of defending a Claim for breach of contract
- Costs of defending a Claim for breach of copyright
- Public Relation costs to mitigate negative publicity following specific events
- Defence Costs incurred on an emergency basis
- Costs and damages arising from a Claim for breach of Health and Safety legislation
- Identity Fraud costs
- Defence Costs where a Claim is made in which it is alleged that Pollution resulted from a Wrongful Act

Section Three Employment Practices Liability [where shown as purchased on the Schedule]

Key Covers

- We will cover Your liability to pay damages and Defence Costs arising from specified Employment Wrongful Acts.

Subject to the cover-specific exclusions shown in the Policy wording and any applicable sub-limit shown in the Schedule, We will also cover:

- Costs of defending a Claim for failure to make adjustments for a disability
- Costs of defending a Claim which results in reinstatement
- Costs of defending a Claim relating to Employee trade union membership

Section Four Crime [where shown as purchased on the Schedule]

Key Covers

- We will cover Your financial Loss that results from theft by an Employee.
- We will cover Your financial Loss that results from the theft from one of Your clients by an Employee

Subject to the cover-specific exclusions shown in the Policy wording and any applicable sub-limit shown in the Schedule, We will also cover:

- Costs and expenses incurred in establishing Loss as described above
- Financial Loss resulting from Funds Transfer Fraud or Computer Fraud

Key exclusions and limitations

We will not cover any Claim or Loss:

- connected with Your or an Insured Persons dishonest or fraudulent conduct
- connected with Prior claims, litigation, Investigations or crimes

- for performance of professional services
- for Property Damage (other than Defence Costs as described in Section 1)
- for bodily injury (other than claims for emotional distress under Section 3 or Health and Safety breach Claims under Sections 1 and 2)
- connected with acts and events taking place before any Retroactive Date if such a date is shown in Your Schedule
- amounts which fall within the Excess
- amounts which exceed the applicable limits
- where You are subject to sanctions. Cover will be suspended during any period that sanctions are applicable
- where the acts or events which result in Loss take place after a Change in Control as described in General Condition 2. Change in Control

There are other Section-specific exclusions which apply please refer to the Policy for more detail.

Key Conditions

Claims

You must tell Us as soon as possible and at the latest within 60 days of the end of the Policy Period of the Claim or Loss events set out in the wording or any actual or suspected dishonesty of an Employee.

Please email notifications to:

Email: yourclaim@sompo-intl.com

Or write to **Us** at:

Claims Manager (Management Liability)

2 Minster Court, 1st Floor

Mincing Lane

London

EC3R 7BB

You must comply with the General Claims Conditions once a Claim is made.

Cancellation

The Policy has a cooling off period of fourteen (14) days from either:

a. the date **You** receive the Policy; or

b. the start of the Policy Period,

whichever is the later.

You can cancel the Policy at any time, outside of the cooling-off period, by giving thirty (30) days' notice in writing to Your broker and We shall repay You the balance of the unexpired Premium.

Complaints

If You have a complaint about Our service, please contact:

Customer Relations
2 Minster Court, 1st Floor
Mincing Lane
London
EC3R 7BB

Email: Customerrelations@sompo-intl.com

Website: http://www.sompo-intl.com

If We are unable to resolve Your complaint to Your satisfaction You may be able to refer Your complaint to the Financial Ombudsman Service provided You do so within 6 (six) months of the date of Our final response.

Contact details for Financial Ombudsman Service:

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Complaint.info@financial-ombudsman.org.uk

Or by telephone on 0800 023 4567

Financial Services Compensation Scheme

You may be entitled to compensation from the scheme if We are unable to meet Our obligations to You under this insurance. If You were entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or You can write to them at PO Box 300, Mitcheldean, GL17 1DY.

YOU MUST REFER TO YOUR POLICY DOCUMENTS FOR COMPLETE INFORMATION ABOUT THIS PRODUCT.