

# Management Liability Insurance

## Insurance Product Information Document



**Company:** Royal & Sun Alliance Ltd; registered in England and Wales. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 202323.

**Product:** PIB Management Liability Solutions

This document is a summary and includes details of cover and restrictions that we believe are important to our customers. Full details of your cover and restrictions will be provided in your policy documentation. To ensure that you have the correct level of cover for your needs please read the policy wording and your schedule.

### What is this type of insurance?

This product is designed to meet the needs of customers who wish to cover the liability of their Directors, Trustees, Officers and others as a result of their business activities. Protection is also provided to the corporate body for Loss which it is permitted or where it is required to indemnify Insured Persons for Wrongful Acts. In addition to the Directors and Officers coverage this policy can be extended to include Corporate Liability, Employment Practices Liability and Employee Crime cover.

For Charities and Not for Profit risks Professional Indemnity cover is also available.

The maximum amounts of cover for each section of this insurance, the limits of indemnity, are shown in your policy schedule.



### What is insured?

#### Directors & Officers Liability

Protection for Insured Persons against Loss for which they are personally liable from a Wrongful Act

- ✓ Past, present and future Directors and Officers are covered as Insured Persons
- ✓ Defence Costs
- ✓ Damages, compensation, contributions, judgments or settlements;
- ✓ Claimant's legal costs and Expenses
- ✓ Kidnap & Ransom
- ✓ Punitive, exemplary and aggravated damages
- ✓ Fees For Intervention (FFI)

#### Company Legal Liability

Cover will indemnify the insured against losses that can arise out of defined exposures including:

- ✓ Contractual liability defence costs or emergency costs
- ✓ Corporate Identity Fraud
- ✓ Corporate Manslaughter defence costs
- ✓ Data protection, other than for Cyber breaches
- ✓ Pollution defence and clean-up costs
- ✓ Telecommunications Fraud
- ✓ Theft by Employee
- ✓ Third Party Fraud and Forgery

#### Employment Practices Liability

Designed to protect the Company against the financial impact of employment related legal actions including:

- ✓ Wrongful, unlawful or unfair dismissal, discharge or termination of employment
- ✓ Defence costs for Strikes, Collective Redundancies or Labour Disputes
- ✓ Breach of any written or oral employment contract
- ✓ Violation of employment discrimination laws
- ✓ Employment-related wrongful infliction of mental anguish or emotional distress

#### Employee Crime

Provides cover for loss of Money, Securities or Property owned or leased by the Company for the following circumstances:

- ✓ Directly resulting from Fraudulent Acts by Employees
- ✓ Identity Fraud
- ✓ Impersonation Fraud

#### Charity Professional Indemnity

Protection against claims for civil liability arising out of the provision of professional services of a charity

- ✓ Professional Services means the services specified in the defined Charity's charitable purpose



### What is not insured?

#### General

- ✗ The Excess which is payable by the Insured
- ✗ Circumstances or Claims that have not arisen or been notified to RSA during the Policy Period or Discovery Period

#### Directors and Officers Liability

- ✗ Civil Fines & penalties that are uninsurable by law
- ✗ Publicity or remedial orders imposed by court
- ✗ Any Kidnap & Ransom Event that does not include a request for Ransom, that has not been acknowledged by a body sanctioned by local, state, or national government or that occurs in high-risk countries as shown in the policy wording
- ✗ Loss resulting from a failure to contribute to any pension scheme correctly or on time

#### Company Legal Liability

- ✗ Civil Fines & penalties that are uninsurable by law
- ✗ Publicity or remedial orders imposed by court
- ✗ Cyber acts, cyber incidents and cyber related data breaches
- ✗ Loss resulting from a failure to contribute to any pension scheme correctly or on time
- ✗ Contractual Liability (other than for defence costs)
- ✗ Professional Services

#### Employment Practices Liability

- ✗ Any Claim arising in or in relation to the USA
- ✗ Civil Fines & penalties that are uninsurable by law
- ✗ Violation of Health & Safety, Workers' Compensation or Similar Law
- ✗ Securities Claims

#### Employee Crime

- ✗ Kidnap, Ransom and Extortion
- ✗ Crimes committed by Major Shareholders holding more than 15% of the share capital of the company
- ✗ Past Knowledge of Fraud
- ✗ Trading losses

#### Charity Professional Indemnity

- ✗ Bodily Injury (unless arising out of advice design specification or omission to perform a professional duty)
- ✗ Contractual Agreement written or verbal
- ✗ Damage to Property
- ✗ Professional services (e.g. investment, tax advice, any Legal Activity)



### Are there any restrictions on cover?

- ! An Excess applies to the Employment Practice Liability, Employee Crime and Charity Professional Indemnity sections of cover. The excess is part of the claim you have to pay, details are on Your schedule
- ! This is a 'claims made' cover meaning that the Policy only covers Claims first made and Circumstances first notified to RSA during the Period of Insurance or any applicable Discovery Period
- ! Fines & Penalties that are uninsurable by law
- ! Some covers may attract a sub-limit. A sub-limit erodes the Limit of Indemnity and is not a separate or additional limit



### Where am I covered?

- ✓ This Policy will apply, where permissible by the law of this Policy and the jurisdiction in which payment is to be made, to Loss incurred or Claims made or Events notified anywhere in the world unless stated otherwise in the Policy documentation.



### What are my obligations?

- The Policyholder (You) shall act on behalf of all Insureds.
- The Insured shall take all reasonable precautions to prevent the occurrence of and minimise the impact of any Claim or Crime or any circumstance that could lead to any Claim or Crime.
- The Insured must comply with the Policy Terms & Conditions stated in the Policy
- Upon notice of a Claim or Circumstance or Discovery of any Crime the Insured shall give notice to RSA in accordance with the Claims Notification provisions in the Policy and within 90 calendar days for the Period of Insurance immediately prior to expiry (excluding any Discovery Period).
- The premium applicable must be paid.
- You must obtain our prior written consent for all Costs and Expenses, Public Relation Costs and Expenses Deprivation of Asset Expenses other than for Emergency Costs which are defined in the Policy wording (such consent shall not be unreasonably denied, withheld or delayed)



### When and how do I pay?

Payments should be made in full via your insurance representative.



### When does the cover start and end?

The Policy runs for 12 months, and the Period of Insurance can be found in Your Policy Documentation.



### How do I cancel the contract?

This contract cannot be cancelled mid-term.