

Employment Practice Liability Insurance Your Policy Summary

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Concordia Services Your Concordia Service Summary



The Concordia “PRO” Employment Practice Liability Insurance Summary

This document consists of your Insurance Policy Summary and other important information you need to know about the insurance.

It does not contain the full terms and conditions of the Insurance Policy, and these can be found in Your Insurance Policy and Schedule. Please read both carefully and keep them for your future reference.

If you have any questions about this Policy Summary, then please contact Concordia or your Insurance Adviser.

Important Information

You must comply at all times with the terms and conditions of the Insurance Policy for your cover to apply. These terms and conditions are all contained within your Insurance Policy which you must read and understand.

These conditions include, but are not limited to, taking reasonable care to prevent loss and limit damage as well as action you must take as soon as you are aware of a potential claim.

The coverage has some exclusions and the policy contains these exclusions that apply to your cover and also details any limitations.

Who is the Insurer?

This Policy is arranged and administered by Concordia Employment Services Limited who are an appointed Representative of AFL Insurance Brokers Limited for general insurance intermediation activities.

The policy is underwritten by XL Insurance Company SE, who are part of the XL Catlin group and are rated A+ by Standard & Poor's.

What is Employment Practice Liability (EPL) Insurance

EPL Insurance protects an employer against claims made for an employment practices wrongful act, for example allegations of discrimination, wrongful or unfair dismissal, harassment or breach of contract claims.

Insurance Overview Explained

The Policy protects you from claims made against your company or its owners, directors and other employees for employment practice wrongful acts, such as discrimination or wrongful termination to name just a few.

Your insurance policy limit is the amount the insurer will pay per covered claim and in the annual aggregate. The amount is shown in your proposal letter and in your policy schedule.

The applicable excess is the amount you will retain per covered claim and is shown in your proposal letter and in your policy schedule.

There are automatic extensions included in the policy that will provide you with more additional protection, which are detailed later in this document.

Summary of significant or unusual exclusions and limitations

Any claim that is brought about by dishonest, fraudulent or criminal actions by a director or officer of the company will not be covered.

Claims and potential claims that have come to light prior to purchasing this Policy will not be covered.

Your insurance is subject to the excess shown in your policy schedule.

International Coverage

If you do have international exposure that you would like us to consider then let us know. In most cases we would be able to extend the insurance policy to cover your international employment relations risk too. Such extension could be subject to a premium increase.

Concordia PRO Insurance

Losses Covered & Types of Claims

Features and Benefits

This policy will cover you for losses such as defence costs, damages, judgments, settlements or other amounts payable under the extensions to this policy.

The cover is for claims relating to actual and alleged wrongful employment acts.

The cover includes a broad variety of protection for issues such as Discrimination (including equality and equal pay), Harassment, Victimisation, Bullying, Unfair Dismissal, Wrongful dismissal, denial of a statutory right and Breach of contract claims.

Some of the less obvious protection that are included within your cover includes claims for wrongful treatment, inducement into a job based on an erroneous job description, defamation, misrepresentation, wrongful failure to employ, violation of human rights and claims arising out of breaches in data protection.

Significant or unusual exclusions & limitations

TUPE (Transfer of Undertakings Protection of Employment) is covered under this policy with the condition that you take and follow legal advice prior to the transfer taking place.

Cover is subject to limits and excess as detailed in the Schedule.

Claims that arise due to the Company breaching legal requirements under working time, minimum wage, trade union representation or pension regulations are not covered.

Personal Injury, Occupational Health and Health & Safety claims which would typically be covered by Employers Liability or Public Liability insurance policies are excluded from this cover.

Types of claimants

Features and Benefits

Cover applies to claims made by those who are employed by or whose service is engaged and directed by you.

It covers present and past employees regardless of the number of hours they worked or their length of service or the type of employment contract they have with you.

The cover extends to protect you from claims made by volunteers, trainees, apprentices as well as job applicants. It also includes protection against claims made by independent contractors or agency workers, when considered employees of yours.

Significant or unusual exclusions & limitations

Claims related to or made by any employees based in the United States, or of any Company based, established or incorporated in the United States.

If you have such exposure, please consult us.

Number of Claims

Features and Benefits

There is no limit on the number of claims that can be made under this policy but it is important to remember that the excess applies to each claim.

Once the Extended Coverage has been purchased and the premium paid, the coverage remains in place for the remainder of the Policy period.

If you have multiple claimants arising from the same wrongful act, it will be considered as a single claim and only one excess will apply.

Significant or unusual exclusions & limitations

There is not a maximum number of claims you can make under the Policy. However there is a maximum annual aggregate Policy limit for the policy period which will reduce with each claim paid.

Choice of Representation

Features and Benefits

If you don't have a preferred solicitor we recommend appointing Clyde and Co.

If you have a preferred solicitor then you can ask us to add them on our pre-approved list. You also have the benefit of the Emergency costs coverage (see extensions).

Significant or unusual exclusions & limitations

If you would like to use a different solicitor you will need to make your request either prior to a claim or within 5 business days of your receipt of a claim.

Automatic Coverage Extensions

There are a number of automatic extensions to the cover that are detailed in your policy and summarised in the following section of this document.

These extensions are adding coverage and have been included as part of your insurance policy. They are subject to certain conditions.

Equal Pay Audits

In the event of a judgment (or applicable settlement) or arbitration award is made that obligates you to institute an equal pay audit in accordance with the Equality Act 2010 (Equal Pay Audits), the Insurer will reimburse you for 85% of the related external costs up to £10,000.

This extension is only valid for applicable judgements, awards or settlements that are made in relation to claims of wrongful employment acts that are covered by your Policy.

Sensitivity Training

In the event of a judgment (or applicable settlement) or arbitration award is made that obligates you to institute training, re-education, awareness or other discrimination prevention programmes, the Insurer will reimburse you for 85% of the external training costs up to £10,000.

This extension is available for up to two years after such judgment, award or settlement. This extension is only valid when in relation to a covered claim.

Joint Ventures

The insurer will protect and reimburse you for losses you suffer in line with the Policy terms for claims of employment wrongful acts that arise from a joint venture you are involved in.

Cover for your losses under this Extension is limited to the same percentage of any claim as your joint venture interest and the total limit of liability as per your Schedule.

Emergency Costs

The insurer will give up to £5,000 retrospective approval for reasonable defence costs that are incurred in the rare situations where prior consent of a solicitor cannot be given within a reasonable time prior to you incurring these costs.

This extension is only valid if you notify the insurer of these cost.

Waiver of the Excess in the Event of Financial Impairment

If your company suffers a financial impairment, such as going into administration, any excess that might apply to you and that the company would have otherwise indemnified you for, will be waived by the Insurer.

Automatic Coverage Extensions

Heirs, Representatives and Spouses

Extends the coverage under the Policy to protect your heirs, representatives and spouses in the event of your death, incapacity or bankruptcy.

Coverage is also extended to your lawful spouse or domestic partner in certain instances such as where damages are being sought from marital (or jointly owned) property.

Non-Profit Outside Directorships

If you request that a Director or Officer of your business serves as a Director of a non-profit entity then they will be covered for payments that they are legally obligated to make due to applicable claims made by an employee of the non-profit entity.

The coverage of this extension is to the same extent as coverage for claims made by an employee of yours.

Discovery Period

If you decide not to renew your policy at the end of its period, you will be entitled to an automatic discovery period of 30 days which allows for leeway to identify employment practice wrongful acts that may have occurred prior to the policy period ending.

You will also be able to purchase an optional discovery period for a longer period (365 days). The optional extension is only valid if the premium for the extension is paid within 45 days of the Policy period expiring.

Change of Risk

Expansion & New Subsidiaries

The cover provides you with automatic protection if your business grows by acquisition up to 20%, for example if you takeover another business.

If the new subsidiary increases your employee number by more than 20% or has employees in the United States then the coverage will last 30 days. Extension beyond this must be obtained in writing from us is at the insurer's sole discretion.

Changes in Control

If there is a change in control, the coverage will protect against claims made for an act committed up to the date of the change in control.

The insurer at its sole discretion can provide a 3 year run-off cover, subject to an additional premium.

Any entity that ceases to be a subsidiary will only be covered against claims relating to the period up to the date the entity ceased to be a subsidiary.

General Conditions

Notice

You must notify us in writing of any claims or potential claims as soon as possible and within 30 days of the policy period ending or within the agreed discovery period. Failure to notify us as per the terms in the Policy could lead to invalidating the policy with regards to that particular claim.

If a later claim comes to light after the policy and discovery period but is related to a previous valid issue under the policy which we were notified about, then coverage may extend to this additional claim.

Other Insurance

This Insurance Policy is intended to be primary insurance unless otherwise stated within the Policy.

Remedies for Misrepresentation and/or Non-Disclosure

The insurer waives any and all rights and remedies it may have as a result of any misrepresentation or non-disclosure, except in case of fraud.

Severability

The proposal shall be interpreted as separate for each of the insured and the actions of one insured person will not be imputed to another.

However the acts, omissions, knowledge, or warranties of the company's Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Director of Human Resources or General Counsel, or equivalent positions, shall be imputed to the company for determining if coverage is available with respect to claims against the company.

Assistance, Cooperation and Subrogation

The insured will assist, cooperate and provide information in response to reasonable requests we make with regards to mitigating the insurers risk and their rights of recovery.

Others

There are other general conditions that the parties must abide by. Please refer to the actual Policy for all terms and conditions.

Defence, Settlement and Allocation of Loss

General information regarding Claims

You have a duty to defend any claim.

If there is a claim, you have the right to select any defence solicitor or HR advisor from the pre-approved Panel Solicitor & HR Advisor list.

If you would like a solicitor added to the Insurers panel then you can request this at any point prior to claim or within 5 business days of the receipt of a claim. The insurer will not unreasonable withhold consent and once approved you will not need to seek consent regarding representation on further claims under this policy.

You must allow the insurer the opportunity to associate with any defence and settlement of any claim that is likely to involve the insurer. You will not settle any claim without the consent of the insurer if the losses exceed the excess. The insurer will not unreasonable withhold the right to settle.

You can disagree with a settlement offer that the Insurer recommends. Coverage will remain in place but you will retain 20% of all costs in excess of the recommended settlement amount.

After you have paid the applicable excess, the insurer may make periodic payments for the losses. If it comes to light that you were not entitled to these payments then you will need to repay these amounts.

Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs, you can cancel your policy within 14 days of your policy starting and we will return any premium paid in full.

Our right to cancel

We have the right to cancel your policy for non-payment of any premium due, subject to a twenty (20) calendar days' written notice. If cancelled, the Policy will be cancelled with effect from inception. Any premium paid, to date if any, shall be deemed fully earned and will not be returned unless agreed otherwise by the insurer at its sole discretion. Notice of cancellation will be sent to the parent company as the agent of record for the insured, if applicable. If premium is paid during the twenty(20) calendar days' notice period, the notice of cancellation will be revoked.

How to make a claim

If you need to make a claim under the Policy or you become aware of an issue that potentially become a claim you should telephone the Concordia office on 03300 889 637.

How to complain

We make every effort to ensure that a high standard of service is provided to every customer. However, if you have a query or concern with the service it has received, you should contact:

Compliance Officer
Concordia Employment Services Limited
8 Lloyds Avenue
London EC3N 3AA

E-mail: complaint@concordia-employment.co.uk
Telephone: 03300 889 637

Please quote the Policy or claim number and the name of the insured company.

Complaints that cannot be resolved by the Compliance Officer may be referred to the Financial Ombudsman Service. If you wish to complain to the Financial Ombudsman Service then you must do so within 6 months of our final response letter.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk
Telephone: 0845 080 1800

Compensation

Concordia Employment Services Limited, AFL Insurance Brokers Limited and XL Insurance Company SE, are covered by the Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if your insurer is unable to meet its obligations under the Policy. Your entitlement to compensation will depend on the circumstances of the claim.

The compensation does not extend to the services Concordia is committing to provide you with as a client of Concordia as described in the Concordia Service Summary.

Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Details about our regulator

Concordia Employment Services Limited is an Appointed Representative of AFL Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority, with registration number 03575050 and further details can be found at <https://register.fca.org.uk>

The Concordia PRO Employment Practices Liability Insurance is underwritten by XL Insurance Company SE which is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority (PRA).

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, alternatively you can contact them on 0800 111 6768. Calls may be recorded.

Under the Financial Services and Markets Act 2000, should your insurer be unable to meet all its liabilities to policyholders, compensation may be available. Employment Practices Liability insurance is a non-compulsory class of insurance.

Concordia Service Summary

Core Services

In addition to the Employment Practice Liability Insurance, your Concordia PRO package also includes services that Concordia will provide to you. This section gives an overview of those services.

Account Management

A Concordia Account Manager will be available for you to call and discuss your Concordia PRO package with. They will be able to help you with making the best out of your package and your Concordia services.

Your Account Manager is your point of contact for any questions you have and is the person that you would contact if you did have a reportable incident under your insurance policy. Your Account Manager is an employment relations expert and will assist you when incidents arise including coaching you through the situation and process from the start until the matter is resolved.

Key HR Policies and Documents

You will be provided with a set of 19 key HR policies that are ready to implement. They have been drafted in conjunction with the law firm Clyde & Co and are compliant with UK employment law and Acas' Codes of Practices. This HR policy pack also includes some essential forms to help you effectively engage with your staff.

The policies provided relate to: Equal opportunities, Anti-harassment and bullying policy, Anti-corruption and bribery, Whistleblowing, Disciplinary procedure, Performance management, Grievance procedure, Sickness absence, Maternity, Adoption, Paternity, Shared parental leave (birth), Shared parental leave (adoption), Parental leave, Time off for dependants, Flexible working, Data protection, IT and communications systems and Social media.

It's important to remember that by implementing these policies and attending the training (detailed below) provided, you will be at less risk from employment relations issues which will be taken into account when renewing your Concordia PRO package.

Training

You will be given access to participate in an engaging training course on topics such as 'Managing employee performance', 'How to deal with staff conduct issues and grievances' and 'Having difficult conversations'.

The training is designed to provide you with top tips that help maintain and improve employment relations within your workplace and will be delivered by either our experienced staff, or through our training agreement with Acas.

It is important to participate and by doing so we will recognise that you are investing time and effort to reduce your risk of claims.

PRO PLUS Services

If you have opted for the Concordia PRO PLUS package the you will be entitled to additional services to the standard Concordia PRO package.

Employment Law Helpline

You will be given access to our employment law helpline that is run by fully qualified employment solicitors only and can help you with Employment Relations related questions you may have.

Optional Services

Employment Relations and Human Resources Network

If you require any additional assistance, you will have access to Concordia's dedicated network of independent consultants, and you will be able to retain any of them to assist you with what you need to handle additional employment relations matters, or simply more general HR matters.

We only work with experts who have had their credentials fully verified and have successfully completed our rigorous selection process and who meet our strict requirements.

What You Will Need to Do:

1. **Complete, Verify and Sign** the Declaration page;
2. **Pay** the Premium;
3. **Let us know** about any reportable incidents as soon as practicable

Any questions?

Please call us (03300 889 637) or your Advisor.



Concordia Employment Services Limited is an Appointed Representative of AFL Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority, with registration number 03575050
Registered Office: 8 Lloyds Avenue, London, EC3N 3EL Registered in England and Wales. Company Registration No. 9127174
tel: +44 3300 889 637 fax 020 3393 6062 www.concordia-employment.co.uk