



**MANAGEMENT  
PROTECTION  
CHARITIES & NOT  
FOR PROFIT  
ETRADED  
ANY ONE CLAIM**

Policy Summary

# Management Protection Charities & Not For Profit Etraded AOC Policy

## Policy Summary

**Management Protection Charities & Not For Profit Etraded AOC is an annually renewable Policy, underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.**

The Policy provides protection to Insured Persons against personal liability for claims made against them arising from Wrongful Acts committed in their capacity as Trustee, member or volunteer of the Civil Society. Protection is also provided to the Insured Civil Society for Loss for which it is permitted or required to indemnify Insured Persons for Wrongful Acts. In addition to the D&O coverage, the policy extends to Corporate Liability, Employers Practices Liability cover, and for Charities only cover includes Charity Protection Fidelity Cover & Charity Protection Professional Indemnity Cover.

The Corporate Liability cover will indemnify the corporate body (the insured) against all the losses that can arise out of defined exposures such as employment matters, contractual liability defence costs or emergency costs.

Employment Practices Liability Insurance provides protection against the financial impact of employment related legal actions. It is designed to protect the Civil Society.

Fidelity cover applies to registered Charities only. The core cover provides broad protection against employee fraud and dishonesty.

Professional Indemnity cover applies to registered Charities only. The Charity and the Trustees are indemnified for their legal liability for damages and legal expenses arising from any act of negligence in the performance of specified Professional Services provided by the Charity.

The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations. For full policy details and our full terms & conditions please read your Policy wording, which will be provided on completion of your contract, or at any time on request.

## Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Complaints
- Compensation
- Additional Benefits.

**Table 1 Standard Features & Benefits**

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>TRUSTEE LIABILITY</b>	
<p><b>Standard Cover:</b></p> <p><b>Insuring Clause A – Trustee Liability</b></p> <ul style="list-style-type: none"> <li>• Any One Claim Cover</li> <li>• Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Period of Insurance or any applicable Discovery Period</li> <li>• Past, present and future Trustees are covered as Insured Persons</li> <li>• Cover for Employment Wrongful Acts</li> <li>• Protection for Insured Persons against Loss for which they are personally liable for actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, or other act actually or allegedly committed or attempted in their capacity as Insured Persons of the Insured</li> </ul> <p><b>*Extensions</b></p> <ul style="list-style-type: none"> <li>• Civil Fines and Penalties Imposed by a UK regulator so long as the penalty or fine is insurable by law.</li> <li>• Compensation for Court Attendance £250 a day for each person required to attend a court tribunal, arbitration, adjudication, mediation or hearing as a witness</li> <li>• Corporate Manslaughter Defences costs incurred by the Insured in respect of any criminal proceedings relating to corporate killing or manslaughter resulting from a wrongful act or investigation</li> <li>• Crisis and Regulatory Event Reasonable costs to minimise Public Relations Costs adverse publicity, which is anticipated which may otherwise develop into a claim or investigation</li> <li>• Cyber Liability Cover for any Loss incurred by an Insured Person for a Cyber Liability Event. Including any fees, costs and Expenses employing the services of an external public relations consultant, crisis management or law firm to minimise or limit adverse publicity</li> <li>• Deprivation of Assets Following an interim interlocutory order or suspending rights of ownership over personal assets or property, schooling fees, housing, utilities and personal insurance will be covered</li> <li>• Discovery Period In the event that the Policy is not renewed and similar cover is not purchased, there is an option to elect a Discovery Period. The terms of the Discovery Period shall be cover for 12 months for 50% of the full annual premium. There is also an option to purchase up to 72 months.</li> <li>• Emergency Costs and Expenses Emergency defence costs and expenses without the Insurer's prior written consent</li> </ul>	<p><b>* Sub Limits may apply. The limits are part of and not in addition to the Limit of Indemnity. Some Extensions may be subject to an Aggregate Limit</b></p>

**Table 1 Standard Features & Benefits (continued)**

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>TRUSTEE LIABILITY</b>	
<ul style="list-style-type: none"> <li>• <b>Employment Wrongful Act</b> Cover for any Loss as a result of an Employment Wrongful Act</li> <li>• <b>Investigation Defence Costs</b> Are covered including Dawn Raids and Probable Investigations</li> <li>• <b>Kidnap &amp; Ransom Event</b> Fees, costs and Expenses reasonably incurred in employing the services of an external public relations consultants, crisis management firm or law firm to minimise or limit adverse publicity.</li> <li>• <b>Management Buy-Outs</b> Covers existing trustees only if a subsidiary ceases to be owned by the Civil Society Cover applies for 30 days only- direct access to notify claims against the policy.</li> <li>• <b>Mental Anguish and Emotional Distress</b> Defence costs are covered in relation to any mental anguish or emotional distress caused by the insured against an employee or a Trustee for any Employment Wrongful Act</li> <li>• <b>Outside Trustee / Entities</b> Cover for Insured Persons and employees acting at the specific request of the Civil Society as a director, officer, trustee or governor of any Outside Entity (other than North America claims)</li> <li>• <b>Pension Liability</b> Cover for Insured Persons for a Pension Management Event in excess of any other valid and collectable pension trustee insurance.</li> <li>• <b>Personal Liability for Unpaid Taxes following Insolvency</b> Covers loss arising from Insureds personal liability for unpaid taxes where the Civil Society has become insolvent.</li> <li>• <b>Pollution</b> Loss incurred by Insured Persons in defending themselves against criminal or regulatory proceedings</li> <li>• <b>Retired and Former Trustees</b> In the event that the Policy is not renewed and similar cover is not purchased elsewhere a free Discovery Period of 72 months is provided for Insured Persons who retire during the Period of Insurance.</li> <li>• <b>Shareholder Action deriving from Pollution</b> Covers losses in respect of civil proceedings brought by any shareholder by reason of pollution.</li> <li>• <b>Shareholder Claim Cover</b> Costs incurred by a shareholder in pursuing a claim against a Trustee and which the Civil Society is liable to pay to an order of the court</li> <li>• <b>Spouses</b> Covers the Insured's spouse where the spouse has joint ownership interest over assets with Insured</li> </ul>	

**Table 1 Standard Features & Benefits (continued)**

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>CIVIL SOCIETY LIABILITY</b>	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"> <li>• Any One Claim Cover</li> <li>• RSA shall pay on behalf of the Civil Society Loss incurred by the Company arising from a Claim that first arises during the Period of Insurance less any applicable Excess</li> </ul> <p><b>*Extensions</b></p> <ul style="list-style-type: none"> <li>• Contract Liability for Defence Costs The contractual liability has to relate to a Wrongful Act</li> <li>• Corporate Manslaughter Covers Defence Costs for corporate killing or manslaughter for criminal proceedings relating to corporate killing allegations made against the Civil Society</li> <li>• Cyber Liability Cover for any Loss incurred by an Insured Person for a Cyber Liability Event. Including any fees, costs and Expenses to employ the services of an external public relations consultant, crisis management or law firm to minimise or limit adverse publicity</li> <li>• Emergency Costs and Expenses Provides cover whereby the Civil Society can incur some defence costs without immediate agreement from RSA</li> <li>• Pollution Defence costs incurred by the Insured in defending themselves against criminal or regulatory proceedings</li> <li>• Social Media Public Relations Consultancy Fees Expenses for public relation consultancy fees incurred by a Civil Society to mitigate effect on the Civil Society's reputation due to negative publicity regarding alleged business practices posted on the Internet and internet based social media platforms and websites</li> </ul>	<p><b>*Limits may apply. Sub Limits are part of and not in addition to the Limit of Indemnity. Some Extensions may be subject to an Aggregate Limit</b></p> <p><b>Exclusions applicable to all Loss</b></p> <ul style="list-style-type: none"> <li>• Contractual Liability The contractual liability exclusion shall not apply in respect of Defence Costs</li> <li>• Employment Wrongful Act Employment Wrongful Acts cover is provided for in the Policy section "Employment Wrongful Acts", See EPL Cover</li> <li>• Pension Trusteeship or Administration The Pension Trusteeship or Administration shall not apply in respect of a claim for Retaliation</li> <li>• Pollution This includes clean up costs, fines and penalties in relation to pollution</li> <li>• Professional Services Arising from or in connection with Advice, Design or Specification for a fee</li> <li>• Unfair Trade Practices Claims arising from any violation of any law relating to unfair trade practices</li> <li>• Workers Compensation Workers compensation damages/awards will not be covered under this policy</li> </ul>

**Table 1 Standard Features & Benefits (continued)**

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>EMPLOYMENT PRACTICES LIABILITY</b>	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"> <li>Any One Claim Cover</li> <li>Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Period of Insurance or any applicable Discovery Period</li> <li>RSA shall pay on behalf of the Civil Society, loss arising for Claims brought against the Civil Society by an Employee or prospective Employee, partner, natural person including cover for investigations by a recognised regulatory, professional or trade body</li> </ul> <p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>Wide definition of Employee</li> <li>No exclusion for TUPE event</li> <li>Adjudication and arbitration awards</li> </ul> <p><b>*Extensions</b></p> <ul style="list-style-type: none"> <li>Discovery Period The terms of the Discovery Period shall be 12 months for 50% of the full annual premium payable in respect of the policy</li> <li>Social Media Public Relations Consultancy Fees Expenses for public relation consultancy fees incurred by a Civil Society to mitigate effect on the Civil Society's reputation due to negative publicity regarding alleged employment practices posted on the Internet and internet based social media platforms and websites</li> </ul>	<p><b>Exclusions applicable to all Loss:</b></p> <ul style="list-style-type: none"> <li>USA Claims</li> <li>Pension Trustee Liability</li> <li>Strikes, Collective Redundancies, Labour Disputes Claims arising out of or in any way involving any Claim incurred and as a Result of strikes, collective redundancies, labour disputes and other related events which are summarised in the Policy Wording</li> <li>Violation of Health and Safety, Worker's Compensation or Similar Law Claims bought under a violation of the above regulations and laws will not be covered.</li> </ul> <p><b>Exclusions applicable to Loss, other than Defence Costs</b></p> <ul style="list-style-type: none"> <li>Accommodation for Disabled Persons</li> <li>Breach of Employment Contract, Breach of Minimum Wage Legislation or Liability for benefits due to employees</li> </ul>
<b>CHARITY PROTECTION FIDELITY COVER (For Registered Charities only)</b>	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"> <li>Loss Discovered basis meaning that the Policy covers loss first Discovered during the Period of Insurance regardless of when the loss occurred</li> <li>RSA shall pay on behalf of the Civil Society, Loss arising from Claims resulting from Fidelity</li> <li>Fidelity means direct Loss of property, Money or Securities belonging to the Charity caused by a Fraudulent Act</li> </ul>	<p><b>Exclusions applicable to all Loss:</b></p> <ul style="list-style-type: none"> <li>Profit and Loss Computation</li> <li>A Comparison of inventory records</li> <li>Any fraud or dishonesty committed and already discovered</li> <li>Any Loss sustained by one Insured to the advantage of another Insured</li> <li>Taxes fines, penalties, punitive or exemplary damages</li> <li>Consequential loss</li> <li>Cover for a Financial Institution</li> </ul>

**Table 1 Standard Features & Benefits (continued)**

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>CHARITY PROTECTION PROFESSIONAL INDEMNITY (For Registered Charities only)</b>	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"> <li>• Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Period of Insurance or applicable Discovery Period</li> <li>• The charity, and the Insured persons indemnified for their legal liability for damages and legal expenses arising from any act of negligence in the performance of specified professional services provided within the activity of the charity</li> </ul>	<p><b>Exclusions applicable to all Loss</b></p> <ul style="list-style-type: none"> <li>• Abuse and Sexual Conduct any Claim arising out of or related to actual or alleged conduct</li> <li>• Adjudication and Arbitration any Claim arising out of or related to any decision made against the Charity by an adjudicator</li> <li>• Asbestos Risks anything involving Asbestos Risks</li> <li>• Bodily Injury to Employees any liability arising out of Bodily Injury to an Employee</li> <li>• Bodily Injury to Others or Damage to Property any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty</li> <li>• Contractual Agreement Elements of Contractual Agreement as defined by the policy are not covered</li> <li>• Design, Construct and Supply any Claim arising from the provision of advice, design specification or where the Insured contracts to manufacture construct erect or install or supply materials or equipment</li> <li>• Employment Wrongful Act any Employment Wrongful Act</li> <li>• Financial Institution any activity that involves the provision of advice or assistance or representation for the application of services provided for as a Financial Institution and for which such services are regulated by the Financial Conduct Authority;</li> <li>• Goods and Services Loss arising in connection with Goods supplied by the Charity</li> <li>• Nuclear any loss arising out of or resulting from nuclear activity.</li> <li>• Pension and Benefit Schemes any Claim arising from any plan programme or scheme providing benefits to the Charity or any Employees</li> <li>• Previous Claims or Circumstances</li> <li>• Professional Services Professional Services undertaken by or on behalf of the Charity arising from or in connection with: Investment; tax advice; any legal activity; architectural; structural design; or the provision of medical services</li> <li>• Spite or Reckless Behaviour any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour;</li> </ul>

**Table 1 Standard Features & Benefits (continued)**

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>CHARITY PROTECTION PROFESSIONAL INDEMNITY (For Registered Charities only)</b>	
	<ul style="list-style-type: none"> <li>• <b>Trading Liabilities</b> any trading losses or trading liabilities incurred in connection with any business managed or carried on by the Charity including loss of any client account or business;</li> <li>• <b>Transportation or Property</b> Loss involving the use of mobile or immobile goods or property by or on behalf of the Charity.</li> <li>• <b>Trustee Liability</b> any Claim against any Charity in their capacity as a Trustee in respect of the performance or non-performance of their duties as a director officer or trustee</li> <li>• <b>North America Jurisdiction and Operations</b> any claim bought in the North America</li> <li>• <b>War and Terrorism</b> any Claim arising directly or indirectly out of any war or terrorism</li> </ul>

**Table 2 General Conditions**

The following apply to the Policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions & limits please read your Policy Wording and Schedule.

OTHER CONDITIONS & EXCLUSIONS
<ul style="list-style-type: none"> <li>• The Insured must disclose to RSA any information which the Insured reasonably considers that RSA would need to know in order to make a proper assessment of the risks to be insured under the Policy and, as a result of that assessment, to determine the terms on which it will agree to issue the Policy.</li> <li>• RSA shall be entitled to rely upon the material accuracy of the information and statements contained in the Proposal together with any other information supplied by or on behalf of the Insured in relation to the taking out and issuance of the Policy</li> <li>• It is a condition of the Policy that You act on behalf of all Insureds under the Policy Special benefit clause waiving our rights to avoid the policy in the event of innocent non-disclosure at renewal</li> <li>• Your policy may be subject to Policy Conditions and Exclusions</li> <li>• Your policy may also be subject to Claims Conditions</li> </ul>
LIMITS AND INSURED CONTRIBUTION OR EXCESS
<ul style="list-style-type: none"> <li>• Your Policy may be subject to an Insured's Contribution (or Excess), which are the amounts you must pay in the event of each and every Claim for Loss. Certain claims limits may also apply. These are in your Policy Schedule.</li> </ul>



## Other Important Information

### Claims

Should you wish to make a claim under your policy please call our claims helpline on 0845 300 4006 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

### Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your policy documentation.

### Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

### Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

#### RSA

Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

#### Financial Ombudsman Service

Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

### Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### Additional Benefits

Choosing a Royal & Sun Alliance policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines (services provided by First Assist) will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

### Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### Stress Counselling

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises.

The advice-line number and reference can be found in your Policy documentation.





