Management Liability

Summary of cover ↓

Insurer: This policy is provided by Markel International Insurance Company Limited

In most circumstances your policy runs for 12 months, the start and expiry dates of your policy will be found on your policy schedule. Please refer to the document for the dates that apply to your policy.
Directors and officers liability, entity defence, employment law protection, fidelity, data liability and cyber liability covers are on a 'claims made' basis which provides cover for claims which are made and notified to us during the Period of Insurance.

Data loss, cyber loss and network interruption are on a 'first discovered' basis which provides cover for losses which are first discovered by you and notified to us during the period of insurance.

Cover

Legal expenses

Covers you for the costs of legal or professional representation incurred in the following types of disputes brought within the UK.

- Employment defence (optional in return for paying an additional premium)
- Contract for goods and services disputes (optional in return for paying an additional premium)
- Property and landlord and tenant disputes
- Criminal defence
- Tax protection
- Regulatory compliance
- Court attendance costs
- Employee extra protection

A limit applies to all losses in total for the period of insurance.

An excess may apply to your loss depending upon your choice of legal representative.

THIS FACTSHEET IS NOT A POLICY DOCUMENT AND CONTAINS ONLY GENERAL DESCRIPTIONS. POLICYHOLDERS MUST REFER TO THE ACTUAL POLICY ISSUED FOR THE BINDING TERMS, CONDITIONS AND EXCLUSIONS OF COVER.

Policyholder benefits

As a Markel policyholder, you can gain access to a number of benefits to support you in running your business. These vary dependent on the level of cover purchased.

Business Hub
Complimentary access to an online library of business templates, policies, contracts and guidance documents covering areas such as employment, health and safety, commercial contracts and data protection.

Business and legal helpline
24/7 complimentary access to our legal helpline, run by Markel's award winning in house solicitors who can assist with everyday legal issues

PR Crisis management
Access to specialist crisis communications support following a major incident, designed to help manage media and stakeholder communications and protect corporate reputation.

24/7 cyber incident response
Round the clock access to a team of cyber specialists to support with incident response, containment and recovery following a cyber event if cyber cover is purchased with the policy.

To activate your benefits, go to managementrisks.uk.markel.com/activate

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Directors and officers liability

Covers:
- your legal liability as a director or officer of the company.
- your legal costs and expenses in respect of:
  - any investigations
  - the defence of any legal action seeking your disqualification as a director
  - extradition proceedings (including appeals)

N.B. When the company indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then the cover extends to reimburse the company accordingly.

In addition cover includes:
- Public relations crisis management
  Covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:
  - the allegation that you have committed a wrongful act
  - your successful defence of an allegation of a wrongful act

  Where there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity).
- Non-executive directors
  An additional 10% of the limit of indemnity available to cover costs and expenses of non-executive directors if all available indemnity is exhausted.
- Emergency costs and expenses
  Retrospective approval of costs and expenses incurred if you are unable to reasonably obtain our prior written consent (up to a maximum of 10% of the limit of indemnity).

  The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance. No excess applies (other than in respect of company reimbursement where the claim is brought in the USA).

Entity defence (optional)

Public relations crisis management
Covers the entity's costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:
- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignation of members of the entity's main board of directors
- official investigations into the entity's affairs where there is a risk to the entity's business as a consequence of such attention (maximum £25,000 which is inclusive of the limit of indemnity)

Identity fraud
- Covers the entity's legal costs and expenses in establishing that someone (other than a director, officer or employee) has fraudulently entered into an agreement with a third party by representing themselves as the entity. Provided the misrepresentation is in connection with the entity's business and is made within the United Kingdom.

Investigations
- Covers the entity's legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the United Kingdom.

Corporate manslaughter
- Covers the entity's legal costs and expenses in defending a prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007

Breach of contract
- Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging breach of contract for goods or services provided to a customer.

Pollution
- Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging that a director, officer or employee has committed a wrongful act which results in pollution.

Taxation

- Covers the legal costs and expenses in our negotiating on behalf of the entity following a tax investigation (including PAYE and VAT) by HM Revenue and Customs and/or in an appeal.

Data Protection

- Covers the entity's legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or in an appeal.

The limit of indemnity applies in total for the period of insurance.

An excess of £1000 applies to the Investigations cover.

– proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit).

Employment Law Protection (optional)

Covers your legal liability following an employment dispute.

In addition your legal costs and expenses are covered in respect of attendance at any employment or health and safety investigations.

Wide definition of 'employee' to include anyone deemed by an Employment Tribunal or the Employment Appeals Tribunal to be an employee.

Claims against you must be brought within England, Scotland, Wales or Northern Ireland.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

An excess will apply to all claims with a minimum excess of £10,000 in relation to TUPE.

Fidelity (optional)

Covers you for:

Loss of money or goods arising from the dishonest or fraudulent acts of employees.

The limit applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

Cyber and data risks (optional)

Covers you for:

Data loss

Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach* to

- contain, recover and assess the data breach
- comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services
- comply with any UK requirements to notify third parties (or employees) of any data breach (and, where there is no such requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy)

Data liability

Covers your legal liability for damages and costs following a data breach.

Cyber loss

Covers costs reasonably incurred by you-to restore, replace, rebuild or reinstate your computers following a hacking incident or denial of service attack that are specifically targeted at you

- to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you.

Cyber liability

Covers your legal liability for damages and costs following

- your negligent transmission of a computer virus
- a hacking incident or denial of service attack that are specifically targeted at you
- libel, slander, defamation or unintentional infringement of intellectual property rights occasioned through your website or other online mediums

Network interruption
Covers your reduction in net profit during the 7 days following a hacking incident or denial of service attack that are specifically targeted at you.

Claims against you must be brought within the UK.

Your business must be conducted within the UK (other than temporary visits abroad).

At your request cover extends to certain other persons.

A limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack.

* N.B. Under the data loss cover the data that is the subject of the data breach musteither reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data may reside or be held anywhere.

Principal extensions under this section include:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following a hacking incident or denial of service attack that is specifically targeted at you or any event which could result in a loss under the policy(maximum £25,000 or the indemnity limit whichever is the least)
- Regulatory investigations and fines - legal costs incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office - any fines levied against you due to a breach of the PCI Data Security Standard following a hacking incident or denial of service attack that is specifically targeted at you (maximum £100,000 or the indemnity limit whichever is the least)

Principal Exclusions

All Insuring Clauses

- fines and penalties
- claims involving mould
- sanctions
- cyber exposures

Legal expenses

- liquidation
- any costs being incurred before we have agreed to them being incurred
- pre-existing circumstances

Directors and officers liability

- employment disputes (but only if the company is an unincorporated body or if the Employment Law Protection section is operative)
- admitted or proven dishonest, fraudulent or malicious conduct*
- pollution* (other than in respect of environmental proceedings)
- bodily injury/property damage*
- acting as a trustee of a pension scheme
- claims following your takeover or merger
- professional duties to third parties*
- any claims made against you:
  - by an associated company*
  - by the company or your fellow directors and officers in the USA*

However we will pay your legal costs and expenses in defending the claim.

*N.B. Exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the company's share capital

Entity defence

- crises occurring, identify fraud discovered, investigations or proceedings instigated, claims or appeals made subsequent to your takeover or merger.
- breach of contract:
  - where the entity (or its parent or ultimate holding company) is a 'quango' or where the government/ government agency is a major shareholder
  - infringement of copyright, patent etc or any other intellectual property rights
  - breach of secrecy or confidentiality agreements
  - involving an Employment Wrongful Act
  - licence or franchise agreements
  - involving ownership, use etc of motor, vehicles,aircraft, watercraft, land or buildings
  - tenancy or letting of property
  - insurance contracts
  - modified or bespoke software/hardware systems
  - amounts less than £5000
- taxation:
  - aspect enquiries
  - tax avoidance schemes
  - failure to register for VAT
  - tax investigations by Special Civil Investigations or Civil Investigation of Fraud Units of HM Revenue &Customs
- insurance contracts
  - modified or bespoke software/hardware systems
  - amounts less than £5000
- alleged dishonesty or alleged criminal offences
- judicial reviews
  -

Employment law protection

- your dishonest or fraudulent conduct
- your wanton, willful, reckless or intentional disregard of employment legislation
- where you voluntarily assume liability*
- disputes following your takeover, merger or liquidation
- your failure to adapt premises or working methods to meet the needs of a disabled person
- remuneration, redundancy and benefits you have a legal obligation to pay
- cost of compliance with any injunctive or non-pecuniary relief
- disputes between assureds

*N.B. This does not refer to your obligations under the TUPE regulations as these are not voluntarily assumed.

Fidelity

- unexplained shortages
- certain dishonest and malicious acts

Cyber and data risks

- betterment
- certain dishonest and malicious acts
- contractual liability
- responsibility for the acts of other parties in any consortia or joint ventures
- circumstances known at inception
- claims made against you by anyone having a financial interest in your business
- trading losses (other than under network interruption)
- infringement of patent
- electromagnetic, electrical or mechanical radiation, failures, disturbances and the like
- insufficient IT infrastructure capacity
- use of unproven or illegal software

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Principal Conditions

All Insuring Clauses

- immediate claims notification
- immediate notification of early conciliation
- claims notification and handling requirements
- subrogation rights
- consequences of fraudulent claims
- contract of insurance subject to English or Scottish law (as appropriate)
- all equipment to be calibrated and/or maintained in accordance with manufacturers recommendations

Legal expenses

- prospect of success
- use of representatives
- employment disputes

Directors and officers liability

- waiving of our rights following your unintentional non-disclosure or misrepresentation
- cancellation instructions to be sanctioned by all directors and officers
- any public or private offering of your shares to be advised by us
- severability

Employment law protection

Use of the Markel Employer Helpline in relation to TUPE

- immediate notification of early conciliation

Cyber and data risks

All rights and remedies to be maintained against service providers, designers, consultants or contractors

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