

CASE
INSURANCE

CASE EXECUTIVE RISKS
INSURANCE

SUMMARY OF COVER

Executive Risks | Policy Summary

aQmen Underwriting Services (a trading name of Q Underwriting Services Ltd.) is a specialist insurance provider and risk management partner for charities, voluntary organisations, social enterprises and faith-based organisations, and was formed originally as a joint venture between key organisations involved in the not for profit sector. CaSE Insurance is now the name of a range of specialist insurance policies which have been designed to meet the needs of charities, social enterprises, voluntary organisations, community groups, faith-based organisations and places of worship

aQmen Underwriting Services only insures charities and social enterprises. **Great partners, great cover, great service, and our lowest possible premium** means you can be assured of being in safe hands.

Policy Summary

Unlike standard commercial policies, the CaSE Executive Risks Insurance Policy has been specifically tailored to provide **a full suite of covers in an easy-to-understand 'menu'** from which charities and social enterprises can choose a variety of combinations to suit their particular needs. And as those needs change, so the policy can be adapted.

By combining such covers into one policy, **charities and social enterprises can gain greater value for money and benefit from easier administration.**

The Policy provides,

- **Trustee Indemnity** as the basis of policy cover

and can then be extended at your option to include:

- **Fidelity**
- **Professional Indemnity**
- **Employee Practices Liability**

Please read this document carefully

This is a summary of the cover provided by the CaSE Executive Risks insurance Policy. It contains references to the key features and benefits of the policy, as well as references to significant or unusual exclusions and limitations. It does not contain the full Policy definitions, terms, exclusions and conditions and it is important that you read these fully before making any decision about your business insurance. These can be found in the Policy document, a copy of which is available from your advisors.

Risk Management Requirements & Policy Restrictions

Risk Management is a partnership between you, your advisors and the Insurers.

The Policy contains various restrictions, warranties, and conditions, some of which are precedent to the liability of Insurers, intended to either clarify the intent of cover or encourage good risk management practice.

You should try wherever possible to document your procedures, processes and risk management practices.

'Claims Made' Basis *

Elements of cover under this Policy are on a 'Claims Made' basis. This means that the Policy responds to claims first made against you during the insurance policy period for something which either happens during the policy period or which happened in the past and which only becomes apparent as a claim during the policy period, but it will not cover you for anything which happened prior to the retroactive limitation date if such a limitation is applied. So it is important that you pay close attention to any applicable Retroactive Date.

If you have any questions or concerns, please raise these with your advisors.

Aims of the policy

This policy is intended to provide you with protection against many of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this Policy and that you receive adequate financial compensation following an insured event taking place.

Your commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The Policy is issued for a 12 month period unless you request otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

Our obligations

We undertake to provide cover to you according to the terms of the Policy Schedule and the accompanying Policy document. Please make careful note of all the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this Policy is subject to specific limits and excesses. Please refer to your advisors, or to aQmen Underwriting Services, for full details.

TRUSTEES, DIRECTORS AND OFFICERS

This Section provides protection for the charity or social enterprise, and for individual trustees, governors, directors and officers.

Cover	Limits	Significant exclusions and conditions
<ul style="list-style-type: none"> ✓ Loss sustained by the Charity or Social Enterprise; or by individuals in the discharge of their duties for and on behalf of the Charity or Social Enterprise ✓ Loss sustained by the Charity or Social Enterprise as a result of an indemnity given to individual trustees, governors, directors and officers ✓ Investigation Costs as a result of a formal, regulatory, administrative, criminal or investigative inquiry. ✓ Defence Costs ✓ Costs of replacement or reconstitution of Documents 	<p>As specified</p> <p>We can provide quotations for various Policy Limits (£100,000 up to £5 million)</p> <p>£25,000</p>	<p>Excesses Nil, or as specified.</p> <ul style="list-style-type: none"> × bodily injury (other than anguish, distress, injury to feelings, or Abuse) × damage to tangible property (not applicable to a breach of the Data Protection Act 1998) × any Insured acting as trustee, fiduciary or administrator of an employer-sponsored pension or super-annuation scheme or programme, or any violation of the UK Pensions Act 1995 × Geographical Limits do not include USA unless specifically agreed by Insurers × any prior or pending litigation × any breach of trust or duty committed in reckless disregard (other than a breach of the Data Protection Act 1998) but a Wrongful Act by one Insured is not imputed to any other person
<p>Automatic Extensions</p> <ul style="list-style-type: none"> ✓ 6 year extension of cover for individuals from the date at which they cease to be a trustee, governor, director or officer by reason of death, retirement, or voluntary departure or redundancy ✓ Specific cover for Abuse 		

OPTIONAL POLICY EXTENSIONS

Note Excesses apply as specified

These extensions share in the common aggregate Limit of Indemnity of this Section.

If separate free-standing Limits are required, or if Limits are required on an 'any one claim' basis for Professional Indemnity, please let us know – we will do our best to quote on the basis you wish.

Extension 1 Fidelity

- ✓ loss of Money or of any other property belonging to the Charity or Social Enterprise, or for which the Charity or Social Enterprise is legally liable discovered in consequence of any dishonest or fraudulent act of any employee or volunteer OR other persons or entities acting for and on behalf of the Charity or Social Enterprise
 - System of Check & Supervision Conditions apply including
 - References
 - Cheque Signing and Electronic Bank Transfers – minimum 2 authorised signatories for amounts above £5,000.
 - General Accounting Checks

Automatic Extensions

- ✓ Auditors and professional fees incurred for the purpose of submitting and quantifying a loss
- ✓ Re-writing of Records
- ✓ Previous Insurance
- ✓ Temporary Agency Staff
- ✓ Identified Employee(s)
- ✓ Former employees up to 30 days from the end of their employment.

Extension 2 Professional Indemnity

- ✓ Loss in connection with any actual or alleged act, error or omission resulting in a civil liability in the performance of or failure to perform professional or consulting or advisory or design services (other than Medical Treatment) for others whether or not a fee is charged or received; and including
 - breach of confidentiality
 - breach of copyright, patent or registered design
 - defamation, libel and slander
 - dishonesty of a Person Employed (other than a trustee, partner or director)
 - Defence Costs included

Significant Exclusions and Conditions

- × the provision of any Medical Treatment or Care and Treatment
- × the manufacture, construction, alteration, repair, servicing or treating of any goods or product sold, supplied or distributed
- × the giving of any warranty, indemnity or guarantee or financial obligation assumed under contract unless such liability would have attached notwithstanding such agreement

Extension 3 Employment Practices

- ✓ Loss in connection with any breach of any employment contract; wrongful dismissal or termination of employment; unfair dismissal; unequal pay; unlawful deduction from wages; discrimination; harassment or victimisation in the workplace; employment related misrepresentations; wrongful deprivation of opportunity, wrongful discipline or evaluation, and failure to adopt adequate employment or workplace policies or procedures.
- ✓ Defence Costs included

Significant Exclusions and Conditions

- × bodily injury (other than anguish, distress, injury to feelings)
- × any actual or alleged failure relating to any Pension Plan, superannuation, profit sharing, or employee benefit scheme established for the benefit of employees; or legally required sickness, pension, benefit, social security or national insurance arrangements
- × Loss (other than Costs, Charges and Expenses) relating to any requirements to correct existing working practices or modify any premises to accommodate the needs of a claimant; or to pay wages, salaries and any other benefits which the Charity or Social Enterprise were obligated to meet under the terms of the claimants contract of employment

Insurers are entitled (but not obliged) to assume the conduct of defence or settlement of any Claim and to appoint a solicitor and/or barrister and/or appropriate legal expert.

The Insured is entitled to contest any Claim which in the opinion of the Insurers should be compromised or settled, but Insurers are not liable for any Loss as a result.

Notice must be given to Insurers as soon as practicable when the Insured becomes aware of a Employment Wrongful Act.

CaSE Executive Risks – some key Definitions

What do we mean?

Insured means

- any trustees, governors, council or committee members, or directors or officers
- any persons under a contract of employment with, and any volunteers working for, the Charity or Social Enterprise
- in the event of the death, incapacity, insanity, insolvency or bankruptcy of any such persons, their estate, heirs, legal personal representatives or assigns.

Wrongful Act means any actual or alleged act or omission by the Charity or Social Enterprise or by any individual, in the discharge of their duties either on behalf of the Charity or Social Enterprise or on behalf of another entity at the request or direction of the Charity or Social Enterprise

Claim means any judicial or administrative proceeding initiated either against the Charity or Social Enterprise and/or an individual for damages or other relief; and any investigation which may give rise to Investigation Costs.

Investigation Costs means any costs fees and expenses incurred in attending and being represented at any investigation initiated by a formal, regulatory, administrative, criminal or investigative inquiry where the investigating body has the powers to carry out such an inquiry, and where any Insured is required to attend such an inquiry.

Employment Dispute means any matter relating to a contract of employment, any employment related discrimination and any breach of employment legislation

[For more information regarding definitions and excluded activities please refer to the Policy wording](#)

Important Information about your Policy

Claims

In the event of a claim you should call your insurance broker or aQmen Underwriting Services or the following:

If you are a Trustee or Director and find that the organisation (or you personally) are facing a potential claim against you for a wrongful act.

If you encounter Theft of Money by an Employee (Fidelity), and you have chosen to have this covered under Optional Extension 1 (Fidelity).

If a Claim is made against you for Breach of Professional Duty (for example, as a result of advice you provide to others) and you have chosen to have this covered under Optional Extension 2 (Professional Indemnity).

If a Claim is made against you as a result of an Employment Dispute (and you have chosen to have this covered under Optional Extension 3 (Employment Practices)).

Contact Brit Syndicates directly for formal claim notification.
Claims notification address: Brit Syndicates Limited - Specialty Lines Claims Team, Brit Insurance, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB

Email: DandO.claimsnotices@britinsurance.com

If general legal advice is sought regarding a claim or potential claim, please consult:

Brit Executive Risks Help Line: 08442 540 025

Email: brit@bwblp.com.

Address: c/o Bates Wells & Braithwaite London LLP, 2-6 Cannon Street, London EC4M 6YH

Weekdays: 7.30am to midnight (9pm on Fridays)

Weekends: Messages are recorded.

In order to ensure you are not prejudiced under your Legal Expenses policy, they may also refer you to Legal Expenses insurers.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact your broker from whom you bought your policy of insurance or aQmen Underwriting Services

Complaints Officer

aQmen Underwriting Services,
Manor House, 19 Church Street
Leatherhead KT22 8DN
Tel: 0333 800 9858
E-mail: complaints@aqmenunderwriting.co.uk

In the event you remain dissatisfied you may be able to refer to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small organisations. Further information is available from:

The Financial Ombudsman Service

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Helpline: 0800 023 4567
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Telephone: 0800 678 1100
E-mail: enquiries@fscs.org.uk
Website: fscs.org.uk



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CaSE Insurance Advisor:

aQmen Underwriting Services is a trading name of
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Q Underwriting Services Limited is authorised and regulated by
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