

# THIS Recruitment Insurance Package Summary of Cover REC V1.0

This is a summary of the policy and it does not contain the full terms and conditions of the cover, which can be found in the policy document. Insurance to cover your business needs can be selected from the following cover sections. It is important that you read the Policy Wording and Certificate of Insurance carefully when you receive it, particularly if any clause refers to a warranty or condition precedent because, by insurance law, your failure to comply with these could invalidate the insurance. Each section contains a description of exclusions to the cover and there are general exclusions which apply to more than one section.

The schedule of the policy refers to the maximum limits of the insurance liability and the excesses that apply. The limits and excesses for certain risks covered within the Sections may be modified by a clause inserted within the policy.

The Insurance will be provided by Brit Insurance Limited.

## Property Damage All Risks

Indemnity for accidental loss of or damage to property (including glass) owned or in your custody.

You must comply with the Minimum Protection Condition for Theft cover to apply.

Theft is excluded where there is no evidence of violent and forcible entry to or exit from the building.

## Business Interruption All Risks

Cover for consequential loss arising from and insured accidental loss can be provided for;

- Loss of Income including Increased Cost of Working or;
- Additional Expenditure only
- With or without Loss of Outstanding Debit Balances

**Loss of Income:** the amount by which the Income during the Indemnity Period stated in the Schedule shall, in consequence of the Incident, fall short of the Standard Income and the Increase in Cost of Working; the additional expenditure necessarily and

reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the reduction in Income, which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident.

**Additional Expenditure:** the additional expenditure necessarily and reasonably incurred by the Insured in consequence of the Incident in order to prevent or minimise the interruption of or interference with the Business during the Indemnity Period (including the cost of removal to and from temporary premises and expenses incidental thereto, increase in rents, rates and taxes, salaries of additional staff and overtime payments) but only in so far as such additional expenditure is not recoverable under any other Item of this Policy.

**Loss of Outstanding Debit Balances** incurred by the Insured following loss, destruction or damage as insured by this Section to the Insured's books of account or other Business books or records at the Premises.

## Specified Business All Risks

Cover in respect of damage to the items specified, occurring during the Period of Insurance and within the Territorial Limits as specified against each item number shown in the Certificate of Insurance. Theft is excluded from any unattended vehicle.

## Money and Personal Accident Assault

Cover in respect of loss of money and accidental bodily injury occurring during the Period of Insurance to any Insured Person(s) or a number together, solely as the direct result of Assault in the course of his/her duties in the Business.

## Professional Indemnity

Cover for claims made against the Insured during the period of insurance for negligent acts or omissions in your professional duty in the course of the business. Cover depends on a claim against the insured, or a circumstance which is likely to give rise to a claim, being notified during the policy period by the insured. Similarly cover depends on the insured notifying the discovery of any reasonable cause for suspicion of any

dishonesty or fraud on the part of any employee. Understanding the insurer's requirements in relation to notifying claims is particularly important to an insured for this type of cover.

Cover includes claims arising from

- breach of professional duty arising out of negligence by insured or its employees;
- from dishonest or fraudulent acts or omissions of any employee although cover does not include any negligent, dishonest or fraudulent act or omission of any personnel supplied or recommended by the Insured in the course of the business unless specifically extended to include;
- Libel and slander without intentional malice;
- unintentional breach of confidentiality;
- infringement of certain intellectual property;
- Loss of documents.

### Terrorism

Cover against loss of or damage to property insured under Property Damage All Risks and Specified Business Equipment All Risks as a result of an act of terrorism as defined in the Policy.

### Employers Liability

Cover against legal liability for bodily injury to the Insured's employees, including costs and expenses.

This is a legal requirement for any business that has employees.

### Public Liability

Cover against legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Public Liability can be extended to include the following covers;

- **Driver Negligence** - Cover in the event of Damage to a vehicle which arises whilst the vehicle is being driven by a temporary worker supplied by the Insured in connection with a specific contract.
- **Fidelity Bonding** - Covers the insured's legal liabilities for claims arising from dishonest acts of temporary staff supplied to clients of the Insured.

### Products Liability

Covers the insured's legal liability for third party bodily injury or for damage to a third party's property caused by any product supplied by the insured.

### Legal Expenses

Protection for a measure of legal costs and expenses arising from specified civil and criminal incidents in connection with the Insured's business. The measure of cover depends on the type of incident, being those which relate to Contractual Disputes, Employment Disputes, Health & Safety, Criminal Prosecution, Property Disputes, Data Protection, Tax Protection and Personal Injury. Cover depends on a claim being notified to the claims administrator as soon as the insured becomes aware of a claim, circumstance, event or circumstance which has given or may give rise to a claim or legal proceedings involving the insured as soon as it comes to the attention of the insured. It also depends on the Insured forwarding Part 36 offers to the Insurer immediately, when applicable

### Computer Breakdown

Cover for the costs and expenses necessarily incurred to repair or reinstate the loss or damage, including breakdown, of computer equipment if insured for all risks under section 1. This section includes cover for Increased Costs and Reinstatement of Data, after such a loss.

All computers will require a Maintenance Agreement to be in place for breakdown cover to be operative.

### Group Personal Accident (Temporary Workers)

Cover by measures, dependent on whether death and/or permanent disablement occurs to a temporary worker whilst on assignment or travelling to or from their usual place of residence or the agency premises to their appropriate assignment.

### Group Personal Accident (Director or Senior Partner)

Cover by measures, dependent on whether death and/or permanent disablement occurs to one Director or Senior Partner at each office location specified within the policy schedule, Assault in the course of his/her duties in the Business.

**Cover depends on the insured complying completely with the conditions precedent and on the truth of the statement of fact or proposal form.**

**Conditions Precedent appears in the following items:-**

- Page 23 Section 1 Conditions items 2 and 3
- Page 29 Section 1 Special Condition clause (a)
- Page 36 Section 5 Special Conditions clause 1
- Page 42 Section 4A
- Page 46 Section 5 item 2
- Page 72 Section 10 Conditions Item 1
- Page 75 Section 10 Item (f)
- Page 77 Section 11 Special Conditions items 2 and 3
- Page 78 Sub Section B Extension Special Condition 1
- Page 85 General Conditions Item 1:
  - Action by the insured applicable to section 1, 4, 6 and 11
  - Action by the insured applicable to section 5, 7, 8 and 9
- Page 88 General Conditions Item 14
- Page 89 General Conditions Item 20
- Page 90 General Conditions Item 22
- Page 90 General Conditions Item 24 applicable to sections 1, 4, 6 and 11 only
- Page 90 - 92 General Conditions Item 24
  - Fire alarms
  - Intruder alarm system
  - Protections
  - Sprinkler Maintenance
- Page 92 General Conditions Item 28
- Page 93 General Conditions Item 29
- Page 93 General Conditions Item 31 (not applicable to Section 11)