

# The ML<sup>6</sup> Product Summary

Please be aware that this Product Summary does not detail the complete terms of the benefits or exclusions of the Policy. The full terms and conditions of the ML<sup>6</sup> policy are stated in the Policy Document and Schedule provided to you together with the details of any endorsements or deductibles that may apply.

The available Coverage Modules are:



Management  
Liability



Employment  
Practices



Cyber  
Response



and the General  
Terms & Conditions



ML<sup>6</sup>



Pension  
Trustees



Crime



Legal  
Expenses



# Management Liability

## What is covered?

- Claims brought against individuals for acts committed in their capacity as directors or officers of your Company.
  - Includes directors, officers, managers and employees of your Company, plus individuals sitting as directors or officers of joint ventures or outside entities provided, they are serving at your request, including Trustees and Governors.
- Claims brought against your Company.
  - Includes civil claims, criminal prosecutions, arbitration and mediation, investigations and administrative, regulatory or extradition proceedings.
- Cover also includes defence costs, awards of damages, settlements, representation costs at investigations, fines and penalties (for unintentional breaches of law) and personal liability for taxes in the event of insolvency of your Company.
- Cover for Investigations against individual officers and directors as well as for Regulatory Investigations of the Company.
- Cover for Mitigation costs after approval by C-Quence.

## What else is included?

- Special Excess Limit for Directors of the Policyholder.
- Lifetime Run-off Coverage for Retired Insured Persons.
- Insolvency Hearing Costs.
- Local lawyer fees to interpret any foreign country litigation.
- Legal and Tax Advice line to provide business advice
- Crisis Communications help line to mitigate reputational damage
- Business Legal Docs and Guidelines precedents website.

## What is not covered? (Exclusions)

- Fraud or unlawful financial gain, but only if this is admitted or determined by a final, non-appealable adjudication.
- Loss that has already been notified and accepted under a previous policy.
- Claims against your Company for bodily injury, property damage, contractual liability, breaches of intellectual property rights, pollution and wrongful acts in the performance of professional services -- other than for specified defence costs.
- Clean-up costs relating to pollution, hazardous materials or product defects.
- Costs of complying with an injunction or order for non-monetary relief.



# Employment Practices Liability

## What is covered?

- Claims brought by employees against your Company for employment related wrongful acts.
  - Employees include volunteers, secondees and contractors whilst under your direction and supervision.
- Claim includes civil, regulatory, administrative and dispute resolution proceedings, arbitration or mediation and formal investigations against individuals.
- Loss includes settlements, damages and costs awarded against your Company.

## What else is included?

- Third Party Violation – harassment or discrimination by a third-party stakeholder of your Company.
  - Includes members, customers, vendors and suppliers.
- Wrongful Internet Activity – employment related wrongful acts committed by means of social media or other internet activity regardless of whether it occurred at work or not.
- A Legal Helpline to assist you with employment related matters before they become claims.
- Retention Waiver for first claim in the Policy Period, if employment law advice is sought straightaway.

## What is not covered? (Exclusions)

- Loss does not include fines, penalties, taxes, national insurance, employment related benefits or other perquisites.
- Fraud or unlawful financial gain, if this is admitted or determined by a final, non-appealable adjudication.
- Loss that has already been notified and accepted under a previous policy.
- Claims for bodily injury or property damage, other than claims for mental anguish or emotional distress with respect to an employment related wrongful act.
- Any obligation under minimum wage regulations, workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefit or similar law or obligation (we do cover claims for employer retaliation).
- Claims seeking costs and expenses incurred to comply with a requirement to modify any property for access and/or use by disabled persons.
- Claims arising from labour disputes, trade union negotiations or collective redundancies, mass lay-offs or plant/facility closures.



# Pension Trustee Liability

## What is covered?

- Claims against your Company, your Pension and Benefit Plans, individual trustees and corporate trustees of your Company's pension schemes and all other employee benefit plans, for acts committed in relation to administering them. Coverage for Plans includes Employee Share Ownership and Profit-Sharing schemes.
- Claims includes civil, administrative, regulatory and criminal proceedings and arbitration or mediation.
- Loss includes settlements, damages and costs awarded against your Company.

## What else is included?

- Contribution Notices – a required payment imposed by the Regulator.
- Pension Ombudsman Fines – the amount that an individual is ordered to pay by the UK Pensions Ombudsman.
- Pursuit of Service Providers – the costs of legal proceedings brought by your trustees against service providers for breaches of their professional duties.
- Loss of Documents – costs incurred in replacing or restoring lost, damaged or destroyed documents relating to your Company's benefit plans.
- Lifetime Run-off Coverage for Retired Trustees.

## What is not covered? (Exclusions)

- Fraud or unlawful financial, if this is admitted or determined by a final, non-appealable adjudication.
- Loss that has already been notified and accepted under a previous policy.
- Failure to fund a Plan, but we do cover related defence costs and Contribution Notices.
- Trustees acting in relation to other plans that are not maintained by your Company.
- Loss does not include fines and penalties, taxes, remuneration or employment-related benefits or any sum payable as a result of a financial support direction under the Pensions Act (UK) 2004.
- USA pension claims.



# Crime

## What is covered?

- Loss resulting from crime committed by Employees against your Company.
- Forgery or counterfeiting by third parties.
- Fraudulent transfer of money by means of unauthorised access to your computer system by a third party.
- Theft of your funds from your UK bank account following fraudulent instructions to transfer your funds to a third party.

## What else is included?

- Fees and expenses of a special investigator to determine the facts and amount of loss following a crime.
- Defence costs in any claim or legal proceeding resulting from loss covered under this policy.
- Loss of money or tangible property that is in your care, custody or control and for which you are legally liable.
- Social Engineering Fraud – the use of information gleaned from social media by fraudsters tricking employees to change payee account details or pre-determined direct payments, provided an instruction verification has been performed.
- Physical loss, damage, or destruction of your Company's money or securities, including damage to any safes and vaults.
- Costs of re-writing your Company's software programmes and systems required to correct any security protocols breaches following a covered loss.

## What Sub Limits apply?

- Legal Defence Costs – £50,000.
- Loss of money in your care, custody or control – £50,000.
- Physical loss of or damage to money – £50,000.
- Re-writing systems and software following loss – £25,000.

## What is not covered? (Exclusions)

- Any Financial Loss sustained after the senior officials in your company become aware that a crime is being committed.
- Loss sustained by one of your companies to the advantage of another of your companies.
- Indirect or consequential loss.
- Loss as a result of loss of intellectual property.
- Loss which can only be proved by a profit and loss calculations or comparison of inventory records with a physical stock count.
- Crimes committed by major shareholders.
- Crimes that are discovered before the start of the policy period or after expiry date of the policy period.
- Loss arising from unauthorised trading or lending.
- Vendor or Sale of Goods Fraud by Third Parties.



# Cyber Breach Response

## What is covered?

- Specialists' fees necessary to confirm whether there has been a data breach, to shut down the cause of the breach, and to identify the Data Subjects affected by the breach.
- Expenses necessary to notify your Data Subjects and any relevant Regulator of a breach.
- Fees for legal assistance in helping you respond to a breach.
- Crisis Communications advice to mitigate adverse publicity.

## What else is included?

- The expenses of up to one year of credit reporting and monitoring services for the possible misuse of Data Subjects' personal information as a result of a breach.

## What is not covered? (Exclusions)

- Intentional, deliberate, reckless or fraudulent acts by senior officers or directors or your Company.
- Anything that, prior to taking out this cyber response cover, you knew or ought to have known was likely to lead to a breach.



# Legal Expenses

## What is covered?

### Legal defence costs for everyday business events:

- Tax Disputes with HMRC;
- Legal enforcement of your Company's **property rights**;
- Directors & Officers' Defence Costs for **criminal charges** (even in personal capacity)
- Defence Costs for **disciplinary hearings** by professional and regulatory bodies.
- Funds appeals against the suspension or non-renewal of business **Licenses**;
- **Court Attendance** costs for your employees;
- Defence Costs for investigations involving the personal **injury of Employees** on the job.
- Senior Management **personal cover** for HMRC investigations and partnership agreement disputes;
- Legal Costs to resolve **Contractual Breaches** involving a Company's suppliers or customers;
- **Crisis Communications** expertise to combat adverse publicity following a crisis event.

## What else is included?

### The following services and resources are also provided

- **Legal and Tax Advice** line to provide business advice
- **Crisis Communications** help line to mitigate reputational damage
- **Counselling Assistance** to support employees with personal or work-related problems.
- Senior Management **Identity Theft** telephone assistance.
- **Business Legal Services website** allows the creation of many online documents and company guides.

## What is not covered? (Exclusions)

- Tax disputes involving fraud or careless and/or deliberate misstatements or omissions;
- Any dispute relating to an Employee or ex-Employee;
- Routine inspections by a UK regulatory authority;
- Any dispute concerns assets or wealth outside of the UK;
- Any landlord tenant disputes or the sale or purchase of land;
- Any disputes regarding loans or any other financial products.



# General Terms and Conditions

## What is it for

The General Terms and Conditions apply to all Coverage modules purchased by you and sets out C-Quence's rights and obligations under this insurance contract as well as your rights and obligations as well as those other person to whom this insurance applies.

## Key Terms

- Limits of Liability
- Retentions
- Providing Notice of Claims and Circumstances
- Defence of Claims
- Extended Reporting Periods
- Change of Risk – you are required to notify if there are material changes to your business
- Economic Sanctions
- Fair Presentation of the Risk
- Remedies for Breach of Fair Presentation
- Fraudulent Claims
- Policy Cancellation
- Complaints
- Entire Agreement
- General Definitions
- Data Policy & Regulatory Information



# Helpful Information

## Claims Notification

In the event of a Management Liability claim, please email: [claims@c-quence.co.uk](mailto:claims@c-quence.co.uk)  
Please quote your C-Quence Policy Number to ensure your enquiry is dealt with promptly.

The Claims telephone number is: **+44(0)207 220 5295.**

## **Fair Presentation of Risk**

You are required to make a fair presentation of the risk to us before the Policy Period begins, at renewal and if you require any changes to your policy. This means that you must provide us with all material information and tell us about anything that might influence us in accepting the risk or in the terms or pricing of your policy (known as “material facts”), as well as provide us with sufficient information to alert us of the need to make further enquiries.

Failure to disclose any material fact in a clear and accessible manner may invalidate your policy or result in your policy not responding to all or part of an individual claim or class of claims. In order to comply with your duty to make a fair presentation you must have also conducted reasonable searches for all relevant information held.

## **Complaints**

C-Quence will always strive to provide excellent and prompt service. If you feel we have not met this standard, we would encourage you to contact us by emailing us at:

[complaints@c-quence.co.uk](mailto:complaints@c-quence.co.uk)

or writing to us at:

**C-Quence, 63 St Mary Axe, London EC3A 8AA**

Please provide C-Quence with the Company name in which your Policy has been arranged and the Policy number and/or claims reference number.

C-Quence will do everything to resolve your complaint promptly and fairly. We will acknowledge your complaint within five (5) business days, keep you informed of the progress made and do our best to resolve the matter within four (4) weeks. If your complaint cannot be resolved to your satisfaction, you may refer the matter to the Financial Ombudsman.