



POLICY SCHEDULE

RECRUITMENT

INSURED NAME - PINSON TM LIMITED

BROKER NAME - ABA INSURANCE COMMERCIAL LTD



INSURANCE SERVICES SUMMARY

Your contract with Pen Underwriting Limited

This Insurance Services Summary is intended to explain clearly the contractual arrangement being entered into between Pen Underwriting Limited (Pen) and the policyholder/insured for arranging and administering the policy being proposed. The information on the page below specifically relates to and forms the basis of a separate contract from your contract of insurance with the insurer, which is detailed on the following pages. The information detailed on this page specifically relates to the contract with Pen only and not your insurance contract.

Our Services

We work with a number of insurers to arrange and administer your contract of insurance. We are remunerated for our intermediary services through commission and a fee.

The policy arrangement and administration fee is charged for the performance of administrative functions related to the procurement of cover including:

- Issuing insurance policies, certificates and other documents
- Handling mid-term changes to policies
- Tracking the expiration of policies and arranging renewals
- Other associated administrative costs such as IT, licencing and utilities

In respect of the above services, Pen charges a policy arrangement and administration fee. This fee, along with the commission we receive from the insurer is how we are remunerated for our services.

Our charges for the services we provide are set out below. This includes the standard charge we make for arranging and administering your insurance policy. Please note that any fee charged by Pen is not refundable upon cancellation or for any other reason. The policy arrangement and administration fee is £0.00.

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The details of the insurances in this Policy Schedule are intended as a concise overview for a quick and simple reference only. It contains only the main limits, sums insured, endorsements and excesses but others may apply and will be detailed in the Policy Document. Reference should be made to Your Statement of Fact and Policy Document for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements. You should pay particular attention to any terms Conditions limits and Exclusions including Endorsements which may require You to take action.

It is understood and agreed that the Underwriters liability shall not exceed the limits of liability expressed in the Policy Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters.

Fair Presentation of Risk

You are required to make a fair presentation of the risk to Insurers. If You breach your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to You. If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

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Identity of Insurers

The coverage under this Policy unless otherwise stated in the Policy Wording is Provided by the following;

Insurance cover under the Legal Expenses Section is provided by the following insurer:

Markel International Insurance Company Limited

FCA Firm Reference Number - 202570

Company Registration Number - 966670

Registered Office Address - 20 Fenchurch Street, London, EC3M 3AZ

Insurance cover under the Directors & Officers Section is provided by the following Insurer:

AXA Insurance UK plc

AXA Insurance UK plc Registered in England and Wales No.78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG

Insurance cover under All Other Sections is provided by the following insurer:

Chubb European Group SE

Company Registration Number - 450 327 374 RCS Nanterre

Registered Office Address - La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. Registered address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website (FS Register number 820988).

Your insurers identified above are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority other than Chubb which is supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority.

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You can check the regulatory status of the firm on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

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The Schedule shows your cover details and any applied Endorsements and should be read in conjunction with Statement of Fact and Policy Document.

Insured:	PINSON TM LIMITED	
	25 Coulton Avenue	
Address:	Northfleet	
	Gravesend	
	Kent	
	DA11 8DZ	
Postcode:	and elsewhere in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands where the Insured conducts the Business	
Policy Number	129698321	
Period of Insurance:	From:	06 March 2024
<i>(both dates inclusive Local time at the address shown above)</i>	To:	05 March 2025
Renewal Date:	06 March 2025	
Business Description:	Employment Agency/Business as defined in the Employment Agencies Act 1973 and subsequent legislation in respect thereof &/or business as advised and agreed by the company covering all Branches of the insured including Head Office	
<i>(and no other for the purpose of this Policy)</i>		
Reason for Issue:	New Business	

Sections	Section Insured	Premium
1 Combined Liability	Operative	£ 241.09
Extension: Drivers Negligence	Operative	£ 2,742.76
2 Professional Indemnity	Operative	£ 258.21
Extension: Fidelity Bonding	Non-Operative	
3 Property	Non-Operative	
4 Terrorism	Non-Operative	
5 Legal Expenses	Operative	£ 509.24
6 Personal Accident	Non-Operative	
7 Directors & Officers	Non-Operative	

Insurance Premium	£3,751.30
Insurance Premium Tax (IPT)	£450.16
Total Premium including IPT	£4,201.46
Policy Arrangement and Administration Fee	£0.00
TOTAL AMOUNT PAYABLE	£4,201.46

COMBINED LIABILITY

	LIMIT OF LIABILITY		EXCESS
Employers' Liability	£10,000,000	any one occurrence	Nil
Public & Products Liability	£2,000,000	each and every loss and in total during the cover period in respect of Products Liability	subject to an excess of £500 each and every claim in respect of accidental damage to third party material property increasing to £2,500 in respect of Safety Critical Railwork and £5,000 in respect of Welding where such cover is provided
Drivers Negligence	£5,000	any one claim up to a maximum of £40,000 in the aggregate for any one Period of Insurance	subject to an excess of £750 each and every claim
COMBINED LIABILITY OPTIONAL EXTENSIONS			
Contractual liability	Non-Operative		
Indemnity to principal	Non-Operative		
Waive subrogation	Non-Operative		
Domiciliary care	Non-Operative		
Medical treatment	Non-Operative		

PROFESSIONAL INDEMNITY

	LIMIT OF LIABILITY		EXCESS
Professional Indemnity	£1,000,000	any one claim or series of claims made during the Period of Insurance and resulting from a Wrongful Act committed on or after the Retroactive Date	£1,000 in respect of each and every claim
Retroactive Date (if applicable)	06/05/2024		

LEGAL EXPENSES

INTEREST	
Part A – Employment and Agency Workers Regulations	Operative
Part B – Criminal Prosecution	Operative
Part C – Property Disputes	Operative
Part D – Tax Protection	Operative
Part E – Commercial Contract Disputes	Operative
Part F – Statutory Licence	Operative
Part G – Jury Service	Operative
Part H – Data Protection Defence	Operative
Part I – Data Protection Awards	Non-Operative
Part J – Temporary Worker and Contractor Disputes	Non-Operative
Part K – Employee’s Breach of Restrictive Covenants	Non-Operative
Legal Advice Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK. To access this advice, call us on 0333 999 9552.	
INDEMNITY LIMIT	
Any One Claim	£100,000
In Aggregate in the period of insurance	£1,000,000
Per day in respect of Jury Service	£100 per employee
In Aggregate in respect of Jury Service	£10,000
Minimum Amount in Dispute (Commercial Contract Disputes only)	£1,000
INSURED CONTRIBUTIONS	
Excess: Tax Protection (Aspect Enquiries only): £1,000 Any One Claim All other Parts of Cover: Nil	
Increased Excess (For use of own Appointed Representative): Not Applicable for Parts of Cover: Employment and Agency Workers Regulations, Tax Protection and Jury Service All other Parts of Cover: £1,000 Any One Claim	

POLICY ENDORSEMENTS

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(an amendment, addition or deletion to the standard policy wording)

General Clauses applicable to all Sections of the Policy (other than the Legal Expenses Section and the Directors & Officers Section)

Notwithstanding and superseding any other provision of this Policy to the contrary, the following clauses/endorsements alter the coverage under this Policy and apply to all Sections (other than the Legal Expenses Section and the Directors & Officers Section) and Premises (where stated as applicable), regardless of whether such clauses/endorsements are noted under one or all insured Premises stated in the Schedule:

Specified Territory Exclusion Endorsement (Belarus, Russia and/or Ukraine)

This clause applies to the following Sections in their entirety (when insured under this Policy):

- 1 - Combined Liability;
- 2 - Professional Indemnity;
- 3 - Property Damage; and
- 6 - Personal Accident.

The Insurer does not provide and the Sections do not afford any benefits or cover in respect of any liability, damage, loss, cost, expense (or any item/matter insured, including under any insuring agreement, extension or endorsement):

1. originating from a Specified Territory;
2. arising from any event or incident occurring in a Specified Territory;
3. arising from any claim or investigation initiated or maintained in a Specified Territory; and/or
4. arising from the actions of any government or governmental body or agency or government owned or controlled business of a Specified Territory.

For the purposes of this exclusion, Specified Territory shall mean either;

- a) The Republic of Belarus, The Russian Federation or Ukraine in respect of Sections 3 Property Damage and 6 Personal Accident; or
- b) Belarus, Russia or Ukraine (including Crimea and the Luhansk and Donetsk regions), including their territories and possessions and any state or political subdivision thereof, in respect of Section 1 Combined Liability; or
- c) Belarus or Russia, including their territories and possessions and any state or political subdivision thereof, in respect of Section 2 Professional Indemnity.

In the event all or any part of this exclusion conflicts with any other part of the Policy in respect of the above territories then this exclusion shall prevail, subject always to the application of any sanctions exclusion/clause.

References in this exclusion to "event", "incident", "claim" and/or "investigation" shall be interpreted in a manner that is consistent with any same or similar defined words used in the Policy.

The following clauses apply to the Section 1 - Combined Liability only in its entirety (when insured under this Policy):

Excluded Territory Endorsement

This Section does not apply to liability:

1. originating from an Excluded Territory;
2. arising from any event or incident occurring in an Excluded Territory;
3. arising from any claim or investigation initiated or maintained in an Excluded Territory; and/or
4. arising from the actions of any government or governmental body or agency or government owned or controlled business of an Excluded Territory.

For the purposes of this exclusion, Excluded Territory shall mean Cuba, Iran, North Korea, North Sudan, Syria or Venezuela, including their territories and possessions and any state or political subdivision thereof.

In the event all or any part of this exclusion conflicts with any other part of the Policy in respect of the above territories then this exclusion shall prevail, subject always to the application of any sanctions exclusion/clause.

References in this exclusion to "event", "incident", "claim" and/or "investigation" shall be interpreted in a manner that is consistent with any same or similar defined words used in the Policy.

Combined Liability Section

Communicable Disease Exclusion

This Section does not apply to any injury, damage, expense, cost, loss, liability or legal obligation of any nature whatsoever caused by, arising out of, related to, or resulting from, directly or indirectly, in whole or in part, any Communicable Disease.

This exclusion applies even if the claims against any person(s) or organisation(s) entitled to indemnity under this Policy allege negligence or other wrongdoing in the:

1. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease;
2. testing for a Communicable Disease;

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3. failure to prevent the spread of a Communicable Disease; or
4. failure to report any suspected or confirmed Communicable Disease to authorities as required.

However, in respect of sub-Section 1A Employers' Liability only, this exclusion does not apply in respect of Bodily Injury to Employees subject to the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom.
As used herein, a Communicable Disease means any infectious disease, including any virus, bacteria, microorganism, or pathogen that actually or allegedly induces or are capable of inducing physical distress, illness or disease.

Professional Indemnity Section

Professional Indemnity - Extensions 7 and 8 Deleted

This clause applies to the following Section (when insured under this Policy):

2 - Professional Indemnity.

Extension 7 Data breach and cyber attack and Extension 8 Data protection act of this Section are deemed deleted and therefore do not apply.

Absolute Bodily Injury/ Property Damage Exclusion

By way of endorsement to the Policy, the parties are hereby agreed as follows:

based on, arising from or attributable to:

- (i) bodily injury, mental illness, emotional distress, injury to feelings, sickness, disease or death of any person, or
- (ii) damage to or destruction of any tangible property including loss of use of such property.

All other terms and conditions of this Policy remain unchanged.

Communicable Disease Endorsement

The Company shall not be liable for Loss, costs or expenses on account of any Claim, or on account of any loss, damage or destruction of Documents, directly or indirectly caused by, arising out of, attributable to or in any way connected with any Communicable Disease.

For the purposes of this endorsement, Communicable Disease means:

- (i) Coronavirus and any strain of Coronavirus or its sequaleae;
- (ii) Atypical Pneumonia or any strain thereof.

All other terms and conditions remain unchanged.

Property Section

The following clauses apply to the Section 3 - Property Damage only in its entirety (when insured under this Policy):

Communicable Disease Endorsement

1. Notwithstanding and superseding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any property insured hereunder that is or may be affected by a Communicable Disease.

3. As used herein, a Communicable Disease means any:

POLICY ENDORSEMENTS

- a) physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission; or
 - b) any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, which is capable of causing physical distress, illness or disease.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

In consideration of the above endorsement, sub-Section 3C – Business Interruption, Clause (2) Notifiable Disease, Infestation and Defective Sanitation, paragraph (c) is deemed deleted and therefore does not apply.

Property Cyber and Data Endorsement

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to Property Insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9. Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

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10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400
11 November 2019

Sub-Section 3C – Business Interruption – Clause 4 Deleted

This clause applies to the following sub-Section (when insured under this Policy):

3C – Business Interruption.

Clause 4 (4) Government or Local Authority Action of this sub-Section is deemed deleted and therefore does not apply.

Specific Exclusions applicable to Section 3 and 4 - Part B. Excluded Property Restated

Exclusions 3 and 4 noted under part B. Excluded Property relating to Exclusions applicable to Sections 3 and 4 of this Policy are deleted and restated as follows:

Sections 3 and 4 of this Policy do not cover:

3. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures;

4. 4.1 Money, except to the extent Insured under the Extension entitled Money; or

4.2 any electronic cryptographic or virtual currency such as Bitcoin or anything similar;

Money Definition

The Definition of Money applicable to all Sections of this Policy (other than Sections 5 – Legal Expenses and Section 7 – Directors & Officers) is extended to include the following:

However, Money does not mean any electronic cryptographic or virtual currency such as Bitcoin or anything similar.

SECTION ENDORSEMENTS

SECTION ENDORSEMENTS	
Drivers Neg. (Only if PL/EL Operative)	
Drivers Negligence Extension - Minimum & Deposit Premium: Extension Drivers Negligence is subject to a minimum and deposit premium adjustable at expiry on the basis of the maximum number of drivers supplied at any one time during the Period of Insurance as detailed in the Policy Schedule.	
Drivers Neg. (Only if PL/EL Operative)	
Drivers Negligence Extension - Drivers Limitation Clause: It is understood and agreed that in respect of Extension Drivers Negligence cover is restricted to a maximum of 15 drivers at any one time with effect from 06/03/2024.	

HOW TO MAKE A CLAIM

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

For claims relating to Section 5 - Legal Expenses

Abbey Legal Protection, a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of Markel International Insurance Company Limited. Any notification of a claim, or circumstance which may give rise to a claim, must be addressed to:

Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ

Tel: 0333 999 9552
Email: LEIclaimsuk@markel.com

For claims relating to Section 7 - Directors & Officers

Any notification of a claim, or circumstance which may give rise to a claim, must be addressed to:

Pen Underwriting Limited
Financial Lines Claims Team
4th Floor
67 Lombard Street
London
EC3V 9LJ

Email: UK.FL.Claims@penunderwriting.com
Tel: 020 7234 4407

For claims relating to All Other Sections

Pen Underwriting Claims Department
Pen Underwriting Limited
Riverside
Cloister House
New Bailey Street
Manchester
M3 5AG

HOW TO MAKE A CLAIM

Tel: 0333 010 7190 Business Hours – 9:00am – 5:00pm (Monday – Friday)

Email: UK.London.recruitment.claims@penunderwriting.com

Out Of Hours Contact

For claims occurring outside of normal office hours where immediate action is required please see Our “Contact Us” section on Our website – www.penunderwriting.co.uk/Pages/Recruitment.aspx

Fraudulent Claims

If You make a fraudulent claim under this Policy the Insurers shall not be liable to pay You any sums in respect of the fraudulent claim. The Insurers may recover from You any sums that the Insurers have already paid to You in respect of the fraudulent claim. The Insurers may by notice to You treat this Policy as terminated with effect from the date of Your fraudulent act and return all premiums paid (previous valid claims are unaffected).