Swiss Re
Corporate Solutions

SwissGuard®

Policy Form Coverage Highlights

Swiss Re Corporate Solutions offers SwissGuard®, a multi-coverage management liability policy to address exposures faced by non-profit and private companies of all formations. Considering risks in all states, including California, SwissGuard® provides tailored primary and excess coverage to insureds.

Policy Provisions	Benefits to Insureds
General Terms and Condition Section	
Broad Defense and Settlement Clause – Clause VII. Defense and Settlement	Consent to settle not required when Insured settles within the retention and no Hammer Clause
100% Defense Allocation – Clause V. Allocation	All defense costs are paid when the lawsuit involves a mix of covered and non-covered claims or parties
Broad Definition of Organization – Clause II. Q. Definition of Organization	Includes Named Insured, their Subsidiaries as well as debtor in possession
Full Severability of the Application – Clause IX. B. Severability	Statements of one Insured Person in the application will not bar coverage for other Insured Persons
Policy fully non-rescindable – Clause IX. C. Non-Rescindable Coverages	Insurer cannot rescind coverage for any Loss incurred by an Insured Person which is not indemnified by the Insured
Directors and Officers Liability Section	
Additional Limit for Insured Persons – Clause I., Insuring Agreement E.	Separate limit for Insured Persons in addition to the D&O aggregate limit
Dedicated Limit for Derivative Demands Investigative Costs – Clause I., Insuring Agreement F. (Private Policy)	Covers fees, costs and expenses incurred in response to a Derivative Demand brought by a shareholder
Guaranteed quotation for Public Company exposures – Clause II. Public Company Coverage Quote	Company will offer a quote for public offering/sale of securities
Full Severability of the Conduct Exclusions – Clause IV. Exclusion 6.	Actions of Insured Person will not bar coverage for other Insured Persons
“For” wording in Contract Exclusion and Professional Services Exclusion – Clause IV. 12. a. and d.	Narrows scope of exclusions to ensure the intent of the exclusions while avoiding expansive applicability
Employment Practices Liability Section	
Employment Practices Loss Prevention Services and Risk Management Hotline	Access to Helpline services and experienced Employment Practices Attorneys who respond to questions within 24 hours
Third-Party Liability Coverage – Clause I. Insuring Agreement B.	Coverage extension for claims brought by non-employees (customer, suppliers, business invitees)
Independent Contractors included in definition of Insured Person – Clause II. E. Insured Person	Provides affirmative extension of coverage to Independent Contractors
Fiduciary Liability Section	
Broad Definition of Loss includes Covered Penalties – Section II. C. Covered Penalties	Specified limits granted for various civil penalties and/or fees for inadvertent non-compliance
“For” wording in Contract Exclusion – Clause III. Item 6	Narrows scope of exclusion to ensure the intent of the exclusion while avoiding expansive applicability

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