



Allianz Insurance plc

Motor Trade **Select** and **Headlight**

Policy Overview



Allianz 

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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

Important

This document provides an overview of the main policy benefits, terms and conditions only. For full details including any cancellation rights please refer to the policy document, a copy of which is available on request. Your insurance adviser or local Allianz office will be pleased to explain the policy cover in more detail.



Motor Trade Select and Headlight Policy Overview

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions. If you wish to change anything or if there is anything you do not understand please notify your insurance adviser or the Allianz office that issued your policy. If you fail to notify us your policy may not operate or not operate fully.

What is Motor Trade Select?

Motor Trade Select is an annually renewable insurance policy designed to cover the assets, earnings and liabilities of your business. It is underwritten by Allianz Insurance plc.

How to notify a claim?

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made you should notify your insurance adviser or alternatively you can contact us at the claims handling office below.

For all Motor Trade Claims, other than those under the Commercial Legal Expenses Section, Motor Prosecution Defence, Personal Accident and accidents outside the United Kingdom, please contact our dedicated claims handling centre based in Birmingham:

Tel: 0844 412 9996
Fax: 01483 790 896
Email: motortradeclaims@allianz.co.uk

The lines are open Monday to Friday 8 am to 6 pm.

Motor Trade Claims
500 Avebury Boulevard
Milton Keynes
MK9 2XX

(All correspondence is scanned and forwarded to the Birmingham claims handling centre.)

For accidents outside the United Kingdom:

You will need to call our International Claims Team on +44 (0) 1483 218 200. The lines are open Monday to Friday 9 am to 5 pm.

If your claim is for Motor Prosecution Defence:

You should contact Lawphone Legal Helpline on 0870 2414140 quoting Master Policy Number 34048

If your claim is for Commercial Legal Expenses:

You should contact Lawphone Legal Helpline on 0844 2090 518 quoting Master Policy Number 36445.

If your claim is for Personal Accident:

You should contact the Accident and Health Claims unit on telephone number 0844 071 0789.

How do I make a complaint about my Motor Trade Select policy?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager

Allianz Insurance plc
57 Ladymead
Guildford
Surrey GU1 1DB

Alternatively
Tel: 01483 552 438
Fax: 01483 790 538
Email: accsm@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure may be found in your policy documentation.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Would I receive compensation if Allianz were unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our Liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN

Tel: 0800 678 1100 or 0207 741 4100
Fax: 0207 892 7301
Email: enquiries@fscs.org.uk
www. fscs.org.uk

Core Covers

The following will automatically be included in your policy:

Material Damage – Policy Section 1	
Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • 'All Risks' basis – loss or damage to property as shown on the Policy Schedule • Inflation Protection – Reinstatement 'Day One Cover' of 115% • Contract Price • Money • Deterioration of Goods • Section exclusions • Public Authorities • Capital Additions – up to maximum of 10% of sum insured • Removal of Debris • Loss of Metered Water – up to £10,000 • Personal Accident Assault & Victim Care • Commercial Loads – Legal liability for accidental loss of or damage to commercial loads of customers vehicles • New for Old (Vehicles) – in respect of any vehicle owned, registered or leased by you or any Private Car or Motor Cycle owned, registered or leased in the name of your Customer since new and within the first 12 months of registration • Financial Loss (New and Unused Vehicles) • Theft damage to buildings • Replacement Locks and Keys following theft • Temporary Removal • Seasonal Increase of the Vehicle Sum Insured • Exhibitions 	<ul style="list-style-type: none"> – Sums insured as shown on your Policy Schedule – Computer Systems Records only for the cost of clerical labour and computer time expended up to £10,000 – Reinstatement 'Day One' excludes Vehicles, Stock and Money – A minimum excess of £350 applies – unless shown differently on your Policy Schedule – Terrorism – Keys Removal Condition relating to unoccupied vehicles on The Premises – Excludes the first £100 of any claim – Faulty or defective materials or workmanship – Vehicles not in or on The Premises – Dishonesty – Theft by deception – Subsidence, ground heave or landslip – Unoccupied Buildings – Other than from unoccupied buildings – Excludes consequential loss, liability assumed under agreement, own property and theft (unless forcible and violent) and is limited to £50,000 – New for Old (Vehicles) – theft excluded if vehicle recovered within 28 days. Damage must exceed 50% of its list price – Limited to a maximum of £10,000 any one occurrence of theft, £50,000 any one Period of Insurance – Temporary Removal limited to 10% of each item's sum insured and a maximum of £25,000. Excludes property whilst at any exhibition, employee's tools and property in Transit – Limited to 30% of the sum insured during the months of February, March, August & September – Excludes vehicles, loss or damage due to theft unless involving entry to or exit from the buildings by forcible or violent means and theft from unattended vehicles

Material Damage – Policy Section 1 continued

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • Employees Tools whilst away from the premises • Clearing of Drains • Fire Extinguishers, Sprinklers and Security Equipment. • Trace and Access • Landscaped Grounds • Property in transit <p>Special Features for RMIF members</p> <ul style="list-style-type: none"> • New for Old extended to goods carrying vehicles under 7.5 tonnes gross vehicle weight less than 12 months old, registered in the name of the customer • Option to include Rectification • Standard Personal Accident Assault and Victim Care benefits are doubled • Personal Accident Capital Benefits of £20,000 <p>Standard Inner Policy Limits (Provided the Sums Insured on the Policy Schedule are adequate)</p>	<ul style="list-style-type: none"> – Limited to an amount of £2,500 any one Employee – Limited to £10,000 any one claim – Limited to £10,000 any one claim – Limited to £10,000 any one claim – Limited to the amount shown on your Policy Schedule – £350 excess <p>As stated below unless otherwise agreed and shown on your Schedule</p> <ul style="list-style-type: none"> – Commercial Loads £50,000 – Portable Hand Tools £10,000 – In vehicle entertainment equipment, MP3 Players and Mobile Phones £10,000 – Property In Transit (except money) £15,000 – Exhibition Cover £10,000 – Cigarettes, Tobacco, CDs, DVDs, wines and spirits and clothing stocks £2,500 – Contents of Customers Vehicles and personal property in any other vehicle £5,000 – Deterioration of Goods £1,000 – Money: <ul style="list-style-type: none"> – Non negotiable Money £250,000 – In Transit £5,000 – On premises during business hours £5,000 – On premises out of business hours £500 – In specified locked safe £1,500 – In your personal custody £500

Motor Vehicle Road Risks – Policy Section 2

The Motor Vehicle Road Risks Section has the option of four types of cover, which are summarised below; your insurance agent will tell you which level of cover you have been offered:

Comprehensive	In addition to the cover provided by TPO & TPFT, you are also covered for any damage to the Insured Vehicle sustained in an accident or for any damage caused by vandalism. Cover under all indemnities.
Partial Comprehensive	In addition to the cover provided by TPO & TPFT, you are also covered for parts and sundries following any damage to the Insured Vehicle sustained in an accident or for any damage caused by vandalism. You will provide or pay for the labour in return for a premium discount. Full Comprehensive cover applies to customers vehicles. Cover under all indemnities (but cover under Indemnity 2 – Damage excludes the cost of labour or the hire of any equipment or plant in respect of any repair)
Third Party, Fire & Theft	In addition to the cover provided by TPO, you are also covered for loss or damage to the Insured Vehicle caused by fire, explosion or theft. Cover under all indemnities (but cover under Indemnity 2 – Damage is restricted to loss or damage caused by fire, explosion or theft).
Third Party Only	If you are involved in an accident, you are covered for damage you cause to other people's vehicles or property or for injuries they sustain. Cover under all indemnities (except Indemnity 2 – Damage).

Motor Vehicle Road Risks – Policy Section 2

Significant Features and Benefits

Indemnity 1: Third Party Liability

Provides cover for your legal liabilities arising out of the use of the Insured Vehicle

Indemnity 2: Damage

Loss or Damage to any motor vehicle the property of the Policyholder or in the custody or control of the Policyholder in connection with The Business including:-

- New for Old – In respect of any vehicle owned, registered or leased by you or any Private car or Motor Cycle owned and registered in the name of your Customer since new and within the first 12 months of registration
- Replacement Locks and Keys following theft
- Financial Loss (New and Used Vehicles)
- Contract Price
- Consequential loss or loss of use
- Contents of customers vehicles

Indemnity 3: Emergency Treatment

Indemnity 4: Trailers

Provides cover for detached trailers

Indemnity 5: Foreign Travel

European Union-wide Certificate wording includes all EU countries

Indemnity 6: Movement of Other Vehicles:

For the purpose of parking, loading or unloading or allowing free passage of any Insured vehicle

Indemnity 7: Driving Other Vehicles:

By the Policyholder or any partner or director of the Policyholder

Indemnity 8: Motor Legal Expenses

Uninsured Loss Recovery and Injury, and Motor Prosecution Defence

Special Features for RMIF members

- New for Old extended to goods carrying vehicles under 7.5 tonnes gross vehicle weight less than 12 months old, registered in the name of the customer
- Option to include Rectification
- No inner limit to liability for customers' consequential loss or loss of use claims

Significant Exclusions or Limitations

- £10,000,000 in respect of Property Damage
- £5,000,000 in respect of Terrorism
- £5,000,000 in respect of prosecution under the Corporate Manslaughter Act,
- Cover does not apply if the Insured Vehicle is used for a purpose that is not permitted by the Certificate of Motor Insurance
- Liability does not apply when the Insured Vehicle is being used on any airfield, airport, aerodrome or military base
- New for Old – theft excluded if vehicle recovered within 28 days. Damage must exceed 50% of its list price
- A minimum excess of £350 applies – unless shown differently on your Policy Schedule.
- The following excess apply in addition to any other excess:
 - Drivers aged under 21 – £250
 - Drivers aged from 21 to 24 and inexperienced drivers aged 25 or more – £175
 - An inexperienced driver is one who holds a provisional licence or who has not held a full British licence for at least 12 consecutive months
- Limited to £10,000 any one occurrence of theft, £50,000 any one Period of Insurance
- Up to £50,000 any one occurrence
- Up to £5,000 any one occurrence
- Limited to that required to satisfy Road Traffic Act requirements
- Limited to that required to meet the requirements of any law relating to compulsory insurance in the territory concerned
- Only applies if the insurance of the trailer is your responsibility
- Cover is restricted to that required to comply with laws relating to compulsory insurance unless otherwise specified by the Certificate of Motor Insurance
- Restricted to Indemnities 1 & 3 of Policy Section 2
- Applies to vehicles not owned or hired under a hire purchase agreement
- Subject to the Limitations as to Use specified in the Certificate of Motor Insurance
- Maximum we will pay is £100,000 for legal services and advice
- A claim for an event which is not covered under your current Motor Trade policy.

Public & Products Liability – Policy Section 6

Significant Features and Benefits

Public and Products Liability – covers your legal liability in connection with your business for:

- Accidental injury to members of the public or accidental damage to property not owned by you up to £2 million any one claim
- Accidental injury or accidental damage caused by goods sold or supplied up to £2 million any one period of insurance

Geographical Limits:

- Anywhere in the World
- Consequential Loss or Loss of Use
- Products Financial Loss
- Damage to Leased or Rented Premises
- Duty of Care
 - Health and Safety Act
 - Corporate Manslaughter
- Court Attendance Compensation if we request you to attend court as a witness in connection with a claim under this section
- Consumer Protection and Food Safety Acts Legal Defence Costs
- Data Protection Act; if you are legally liable we will pay compensation from a failure to comply with Data Protection legislation
- Defective Premises Act provides cover against liability incurred under this act
- Overseas Personal Liability

Special Features for RMIF members

- Option to include Rectification
- No Inner Limit to liability for Customers' Consequential Loss or loss of use claims

Significant Exclusions or Limitations

- The standard limit of indemnity is £2,000,000 any one period of insurance or as shown in your Policy Schedule
- Terrorism – the limit of indemnity shall not exceed the limit shown in the schedule or £5,000,000
- Excess; a minimum of £350 in respect of loss or damage to property
- Manual work occurring during visit or journey to the United States of America or Canada
- Up to £50,000 in respect of any one occurrence
- Standard limit of Indemnity £250,000
- Liability assumed by you under any agreement
- Limit of £5,000,000 or the Limit of Indemnity shown in The Schedule whichever is the lesser
- Excluding appeals against deliberate acts or omissions and costs and expenses insured by any other policy
- Limit any director partner is £500 and any other employee £250 each day
- Maximum £25,000 in any one period of insurance
- Maximum £250,000 in any one period of insurance
- Excluding deliberate acts or omissions, fraud, dishonesty, costs of rectifying data, fines and penalties
- Cost of rectification of defects
- Liability insured elsewhere

This section does not apply to liability in respect of:

- Penalties and Liquidated Damages
- Any property belonging to or hired by you or in your custody or control (subject to Extension 1 Property)
- Removal, replacement, reinstatement or repair of any goods sold or supplied (subject to Extension 3 Vehicles Sold)
- Rectification of the original work
- Court action brought in any country other than Great Britain, Northern Ireland, the Channel Isles or the Isle of Man)
- Pollution or Contamination

Optional Covers

The following sections are Optional Covers.

Self Drive Vehicle Hire – Policy Section 3

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Provides cover for Self Drive Hire Vehicles:</p> <ul style="list-style-type: none"> • Public Liability providing cover for your legal liabilities arising out of rental hire vehicles • Loss or damage to the rental vehicle • Emergency Treatment • Trailers; provides cover for detached trailers • Foreign Travel; European Union wide certificate wording includes all EU countries 	<ul style="list-style-type: none"> – £10,000,000 in respect of Property Damage – £5,000,000 in respect of Terrorism – £5,000,000 in respect of prosecution under the Corporate Manslaughter Act – A minimum excess of £350 applies unless otherwise stated on the Policy Schedule – Limited to that required to satisfy by the Road Traffic Acts – Limited to that required to meet the requirements of any law relating to compulsory insurance in the territory concerned – Only applies if the trailer is your responsibility – Limited to that required to comply with compulsory insurance of motor vehicles in any country which is a member of the European Union <p>The following apply to all the Indemnities under this Section; this section does not cover:</p> <ul style="list-style-type: none"> – Any claim if the vehicle is being used for a purpose that is not permitted by the Certificate of Insurance – In respect of theft or attempted theft by the Renter, you shall bear 25% of the loss

MOT – Loss of Licence – Policy Section 4

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Provides cover to replace loss of profit from MOT testing and associated repair and servicing work following suspension or withdrawal of your licence, cover includes:</p> <ul style="list-style-type: none"> • An appeal and consultancy service • Free telephone helpline 	<ul style="list-style-type: none"> – Limit of Indemnity £1,000,000 per location – Excludes losses as a result of a suspension or warning received during the four weeks immediately following inception of cover. – Losses arising from any policy by National or Local Government are excluded – Loss arising from a criminal conviction is excluded

Engineering – Policy Section 5

Significant Features and Benefits

Engineering – This Section provides:

- Inspection Service – periodic examinations of all types of plant
- Fragmentation – covers damage by impact to your property caused by fragmentation of any part of the insured plant
- Breakdown – provides for the cost of repairs to plant following its electrical or mechanical breakdown
- Cost of Hiring/Increased Costs to complete work as a result of an insured Breakdown under this section

Significant Exclusions or Limitations

- Inspection to take place during Normal Working Hours 8.00 am to 6.00 pm Monday to Friday excluding public bank and local holidays
 - Excludes the cost of maintenance and wear and tear
 - Excludes loss or damage due to virus or hacking
 - Excludes losses as a result of Terrorism
 - Limit of indemnity shown on your Policy Schedule
 - Excludes loss or damage caused by fire, theft and other specified perils
 - Does not cover maintenance, wear & tear, gradual damage, scratching of painted or polished surfaces and faulty workmanship
 - Excludes loss or damage to safety devices by their functioning, contents of the plant, tools, cables, conveyors and the like, property being processed, rubber tyres, gantries tracks and magnets
 - Loss or damage during installation or overload testing
 - Loss or damage arising from lifting/lowering operations where a single load is shared between two or more lifting machines
 - Excludes losses involving waterborne vessels
 - Excludes consequential loss other than under Indemnity 3
 - Excludes losses due to external causes
 - Excludes loss or damage due to virus or hacking
 - Excludes losses as a result of Terrorism
 - Limit of Indemnity shown on your Policy Schedule
- The costs must be:
- solely to complete work which would not have been completed had the additional costs not been incurred
 - as a result of a breakdown insured under Indemnity 2

Employers Liability – Policy Section 7

Significant Features and Benefits

Employers Liability – covers your legal liability to your employees for death or injury happening in the course of their employment with you up to £10 million any one claim

- Duty of Care
 - Health and Safety Act
 - Corporate Manslaughter

Significant Exclusions or Limitations

- Limit of Indemnity as shown on the Policy Schedule except it shall not exceed £5,000,000 in respect of Terrorism
- Excluding any injury where motor insurance should have been in force
- Excluding any liability in respect of travelling to or from on or working on any offshore installations
- Limit of £5,000,000 or the Limit of Indemnity shown in the Schedule whichever is the lesser.

Business Interruption – Policy Section 8

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Loss of Gross Profit if the business is interrupted or interfered with as a result of loss or damage by any cause covered by Section 1 Material Damage & Section 2 Motor Vehicle Road Risks. In addition cover includes:</p> <ul style="list-style-type: none"> • Book Debts • Denial of Access • Suppliers Extension • Supply Undertakings • Failure to Supply • Foreign Travel • Customers Extension <p>Special Feature for RMIF members:</p> <ul style="list-style-type: none"> • Vehicles in transit covered 	<ul style="list-style-type: none"> – Loss of Gross Profit due to a reduction in turnover provided the amount of Gross Profit declared by you at inception of each Period of Insurance is not less than 75% of the actual Gross profit. – Indemnity Period as shown on your Policy Schedule – Excludes the deliberate act of the Electricity Authority in restricting the supply – Terrorism – Up to £500,000 – 33.3% of the Gross Profit Sum Insured or £2,500,000 whichever is the lesser for suppliers of goods and services within the Geographical Limits or any member of the European Union – 33.3% of the Gross Profit Sums Insured or £2,500,000 whichever is the lesser for motor vehicle manufacturers within the Geographical Limits or any member of the European Union – 15% of the Gross Profit Sums Insured limit for vehicles stored at premises not in your occupation within the Geographical Limits – Excludes any cessation of supply for less than 6 hours – Up to £10,000,000 or the Gross Profit Sums Insured whichever is the lesser – Excludes any cessation of supply for less than 6 hours – Up to £1,000,000 or the Gross Profit Sums Insured whichever is the lesser – 5% of the Gross Profit sum insured

Conversion – Policy Section 9

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers loss following purchase of a vehicle from a person who does not legally own it</p>	<ul style="list-style-type: none"> – Limit of Indemnity shown in your Schedule – You must be a subscriber to HPI Ltd or Experian Ltd – Minimum excess of £350 – All payments for vehicles purchased or allowances for part exchange shall be by cheque, credit card payment, CHAPS, BACS or credit against a new purchase

Fidelity Guarantee – Policy Section 10

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers losses arising from acts of fraud and dishonesty by employees</p>	<ul style="list-style-type: none"> – Limit of Indemnity shown in your Schedule – Loss must be discovered within 18 months of the act of fraud or dishonesty

Personal Accident – Policy Section 13

Significant Features and Benefits	Significant Exclusions or Limitations
<p>This cover is for Proprietors, Partners, Directors and Employees against accidents and any subsequent first aid expenses incurred that result in:</p> <p>Death</p> <p>Loss of Limb</p> <p>Loss of Hearing</p> <p>Loss of Sight</p> <p>Temporary Total Disablement</p> <p>Temporary Partial Disablement</p> <p>Choice of operative time for Proprietors, Directors and Partners:</p> <ul style="list-style-type: none"> • 24 hrs • Occupational and commuting <p>Weekly benefits payable up to 104 weeks</p> <p>First Aid expenses</p>	<ul style="list-style-type: none"> – The first week is excluded for temporary disablement – Motor cycling, winter sports (other than curling) mountaineering or rock climbing (using ropes or guides), pot-holing, caving, any underwater activities using breathing apparatus, combat sports, hunting, riding or driving in any race – Aviation other than as a fare paying passenger – Due to suicide, intentional self injury, insanity or the influence of alcohol or drugs, pregnancy or childbirth, sexually transmitted diseases, HIV including AIDS – Aircraft Accumulation Limit £750,000 – Event Accumulation Limit £1,000,000 <p>Condition – Age Limitation The cover will terminate at the end of the insurance period during which the age of 65 is attained</p> <ul style="list-style-type: none"> – up to 15% of total compensation payable, max £10,000

Commercial Legal Expenses – Policy Section 14

Significant Features and Benefits

Contract (Optional Cover):

We will cover the cost of the pursuit or defence of a manufacturer, supplier or customer relating to the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service

Employment:

We will cover the defence of your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective employee arising from a contract of employment or a breach of employment or discrimination legislation

We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement

Taxation Proceedings:

We will cover your professional fees and costs to represent you in:

- a Full Enquiry by HM Revenue & Customs into your business tax affairs;
- a PAYE Investigation by HM Revenue & Customs;
- a VAT Tribunal;
- an appeal against a decision made by HM Revenue or a VAT Tribunal

Criminal Prosecution Defence:

We will provide cover for the defence or a criminal prosecution arising out of your business activities

Property:

We will cover the cost of the pursuit of your legal rights for any actual physical damage to your premises, stock and all other property caused by another person or organisation and which results in proven financial loss to you

Personal Injury:

We will cover the cost of pursuit of your legal rights following an event which causes your death or bodily injury

Jury Service Allowance:

We will pay a daily allowance as a result of any proprietor, partner, director or employee being absent from work as a result of attending jury service

Significant Exclusions or Limitations

- Maximum we will pay is £50,000 for each claim
 - The cover carries an excess of £1,750 per claim
 - The amount in dispute must be at least £5,000 except for disputes relating to the construction, alteration or repair of buildings, where the amount in dispute must be at least £25,000
 - Excludes cover for any dispute which occurs within the first 3 months of the first period of insurance
 - Excludes any claim relating to computer hardware, software, systems or services
 - Excludes any claim relating to a lease, licence to occupy or tenancy of land or buildings
-
- Maximum we will pay is £100,000 for each claim
 - The cover carries an excess of £1,750 per claim
 - Excludes cover for any claim which arises from an event occurring within the first 3 months of the first period of insurance
 - Excludes any claim where you have not sought and followed the advice of Lawphone Legal Helpline before making significant changes to an employee's contract of employment or taking disciplinary action against an employee
 - Excludes cover for any dispute under the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Acquired Rights Directive or any industrial dispute
-
- Maximum we will pay is £100,000 for each claim
 - The cover carries an excess of £250 per claim
 - Excludes the defence of any criminal prosecution
 - Excludes claims for any Aspect or IR35 enquiry by HM Revenue & Customs
 - Excludes claims which arise out of deliberate or reckless or careless misstatements by you to the relevant authorities
-
- Maximum we will pay is £100,000 for each claim
 - The cover carries an excess of £250 per claim
 - Excludes the defence of a prosecution in respect of, or related to, any actual or alleged fraud or theft or forceful or violent act
 - Excludes defence of a prosecution which relates to Taxation Proceedings or the ownership, possessions or use of motor vehicle, aircraft, watercraft, trailers or caravans
-
- Maximum we will pay is £100,000 for each claim
 - The cover carries an excess of £250 per claim
 - Excludes cover for any incident which occurs within 3 months of the first period of insurance
 - Excludes a dispute arising from the actual or alleged performance of, or failure to perform an actual or alleged contract between you and a third party
-
- Maximum we will pay is £100,000 for each claim
 - Excludes any event that does not arise out of your business activities
 - Excludes any dispute between you and any employee
-
- Maximum we will pay is £100 each day up to a maximum of £5,000 per claim
 - Excludes any amount that is recoverable from the relevant court

Commercial Legal Expenses – Policy Section 14 continued

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Witness Attendance Allowance: We will pay a daily allowance as a result of an employee being absent from work as a result of attendance as a witness for you in respect of a claim under Events 1, 2, 3, 4, 5 or 6</p> <p>Contract, Employment, Taxation Proceedings, Criminal Prosecution Defence, Property, Personal Injury</p> <p>Contract, Employment, Taxation Proceedings, Criminal Prosecution Defence, Property, Personal Injury, Jury Service</p>	<ul style="list-style-type: none"> – Maximum we will pay is £100 each day up to a maximum of £5,000 per claim – Excludes any amount that is recoverable from the relevant court – We will not provide cover for claims that you fail to notify us of within 6 months of the event that gives rise to a claim – Any claim that arises out of something you did deliberately, consciously, intentionally or recklessly or failed to take all reasonable steps to avoid, prevent or limit the claim – We will not provide cover for claims that do not have a reasonable prospect of a satisfactory outcome – We will not cover any application for judicial review or any challenge to legislation – We will not pay any VAT attaching to your legal costs if you can recover this from elsewhere – We will pay up to £500,000 for all claims that occurred during the period of insurance

Additional Benefits

Significant Features and Benefits	Significant Exclusions or Limitations
<p>24 Hour Legal Advice Helpline: You can ring our legal advice helpline to get advice on any commercial legal problem 24 hours a day 365 days a year</p>	<ul style="list-style-type: none"> – Advice is only available over the telephone – The advice will always be according to the laws of Great Britain and Northern Ireland – Advice only relates to commercial legal matters

Directors & Officers – Section 15

Significant Features and Benefits

Directors & Officers Liability

Cover against legal defence costs and expenses and settlements or damages awarded against insured persons for which they are personally liable for an actual or alleged Wrongful Act:

- breach of duty or trust
- neglect, error or omission
- misrepresentation, misstatement or misleading statement
- libel, slander, defamation
- breach of contract
- breach of warranty of authority.

Wrongful Act also includes

- any violation of the Companies Act 2006
- shareholders derivative actions
- employment practice related acts
- any violation of the Bribery Act 2010
- any other matter claimed against an insured person whilst in their capacity as an insured person.

Insured Person includes

- past, present and future individuals (executive and non-executive), shadow directors (on an outward basis), de facto directors, outside directors, prospective directors from a listing and compliance committee members
- all approved persons who perform controlled functions as specified by the FSA and includes cover for the equivalent position in any other jurisdiction
- employees in a managerial or supervisory capacity
- an employee where named as a defendant in connection with an employment practice dispute or co-defendant to any action
- automatically extends to include spouses/civil partners, heirs, estates and legal representatives of deceased directors and officers where they are pursued as part of a claim against an insured person.

- **Company Reimbursement Cover**
- **Non Executive Directors Cover**
- **Investigation Additional Cover**
- **Health & Safety & Corporate Manslaughter**
- **Employment Practice Wrongful Act**
- **Extradition Proceedings**
- **Emergency Defence Costs**
- **Bail & Civil Bonds**
- **Outside Entity**
- **Automatic Acquisition Cover**

Significant Exclusions or Limitations

Claims Made

Cover is provided on a claims made basis, meaning that the insurance only covers claims first made and circumstances first notified to us during the period of insurance or any discovery period (if applicable).

Limit of Liability

The limit is an aggregate limit for the period of insurance and is inclusive of all financial losses, defence and investigation costs. Non Executive Directors Cover is a separate aggregate amount of £250,000 and applies in addition to the Limit of Liability. Sub limits apply to:

- Reputational Crisis Costs - £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance
- Emergency Defence Costs - limit 10% of the Limit of Liability
- Foreign Corrupt Practices Act - limit £1,000,000
- Entity Cover Extension – limit £500,000 or 50% of the Section Limit of Liability whichever is the lower in the aggregate in the period of insurance.

Sub limits are part of and not payable in addition to the Limit of Liability, and are subject to the overall Limit of Liability.

Exclusions

- Proven fraud, dishonesty, illegal profit or remuneration where established by final judgement or adjudication or admission by an insured.
- Prior claims or circumstances where known or aware of at the inception date of cover or where notified under a prior cover.
- Litigation or arbitration proceedings initiated or pending at the Prior/Pending Litigation date.
- Pension Trustee; cover will not apply for any individual acting in the capacity of trustee of any trust fund, pension scheme, employee benefit scheme or similar scheme.
- Bodily injury or property damage; this exclusion does not apply in respect of Employment Practice liability or corporate manslaughter proceedings.
- Insured versus Insured actions brought or maintained in the USA, except as specifically provided for under the Acknowledged Insured vs Insured Cover.
- Offering of Securities, excluded other than in respect of any public or private debt offering.

Cover generally excludes:

- criminal fines and criminal penalties
- remuneration or employment related benefits
- a direction or contribution notice by the Pensions Regulator
- taxes except where the personal liability of a director for non-payment of corporate taxes is established by law and indemnity by the company is not available
- amounts uninsurable under the law applicable except punitive or exemplary amounts or the multiplied portion of multiple damages
- punitive or exemplary damages for an Employment Practice Wrongful Act.

A sub limit of 10% of the Limit of Liability applies.

- Total assets must not exceed 50% of your total assets.
- Subsidiary securities must not be listed on any exchange.
- Excludes Financial Institutions.

Directors & Officers – Section 15 continued

Significant Features and Benefits

- **Management Buy-Out**
- **Discovery Period**
- **Retired Director or Officer Cover**
- **Reputational Crisis Costs**

- **Corporate Tax Liability**
- **Bodily Injury / Property Damage Cover**
- **Whistle blowing Legislation**
- **Bribery Act 2010 & Foreign Corrupt Practices Act**
- **Pollution Cover**
- **Acknowledged Insured vs Insured Claims**

- **Disqualification Proceedings**
- **Offering of Securities**
- **Entity Cover Extension**

Claims Notifications

Claims are not subject to restrictive 'condition precedent' reporting conditions. An extended notification period to report claims is provided up to 90 days after expiry of the period of insurance.

Allocation

To facilitate a quicker resolution of any allocation dispute that may arise regarding covered and non covered matters or parties, we commit to using our best efforts to agree a fair and proper allocation as to the proportion payable.

Priority of Payment of Claims

Condition that clearly states the order in which payment will be made and reflect the reality of claims payment situations. Allowance is made for the complexities which can occur in terms of when monies are actually due to the various parties involved but also allow adequate flexibility.

Significant Exclusions or Limitations

- A sub-limit of £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance applies to this extension.
- If you do not wish to use our panel adviser, you must obtain our prior written consent to use the service provider chosen.

- A sub-limit of £1,000,000 applies in respect of the Foreign Corrupt Practices Act.
- For claims brought within the USA cover is provided for defence costs up to the Limit of Liability for:
 - Employment Practice claims
 - Claims brought by liquidators or receivers
 - Contribution or indemnity matters resulting from other claims
 - Shareholder derivative actions
 - Claims brought by former directors or officers
 - Whistleblower situations.
- Entity cover is subject to a sub-limit of £500,000 or 50% of the Section Limit of Liability whichever is the lower, and a deductible of £5,000 each claim applies unless successfully defended.

This extension is subject to the cover general exclusions and conditions, and in addition excludes:

- Employment Practice liability
- liability relating to competition, restraint of trade, or deceptive acts and practices in trade and commerce
- private placement or public offering of any securities
- performance or failure to perform professional services
- infringement of copyright, patent, trademarks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any product or services
- contractual liability except in respect of defence costs
- pollution other than in respect of shareholders derivative actions
- any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme
- claims brought or maintained by or on behalf of the company
- bodily injury and property damage except in respect of Investigation Costs
- efficiency or performance of any products or services except in respect of Investigation Costs.

Deductible

- A deductible will not apply to any claim made under the Directors & Officers Cover or Company Reimbursement Cover (outside of USA jurisdiction) unless specified otherwise in your policy schedule. In respect of any claim brought within the jurisdiction of the USA, a deductible of £5,000 will apply to Company Reimbursement Cover unless specified otherwise in your policy schedule.

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Allianz Insurance plc. Registered in England number 84638.

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Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.

This can be checked by visiting the FSA website at www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.



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