Allianz

Renewable Energy Operational All Risks policy overview

Insurers
Chartered

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Introduction

What is this document?
This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What are our Renewable Energy (Operational) policies?
On an operational all risks basis we can provide cover for solar, hydro, wind, short term operational reserve (STOR), battery energy storage systems (BESS), biomass and anaerobic digestion risks.

Our renewable energy policies provide you with all risks engineering cover as well as liability cover for your installation whilst operational, with a number of optional covers also available.

The policy is underwritten by Allianz Insurance plc.

Territorial Limits
The renewable energy policies apply in respect of damage, including breakdown, loss or injury occurring within the territorial limits stated in the relevant sections of your policy wording or at the premises stated in the policy schedule.

What is the policy duration?
This policy has a twelve month period of insurance (unless shown differently on your policy schedule), and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

How do I cancel the contract?
The policy may be cancelled at your request however you will not be entitled to a return premium. To cancel the policy, please contact the insurance adviser who arranged the policy.

What is the law applicable to the contract?
Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

Introduction continued

How do I make a claim?
If you need to make a claim, your dedicated claims handler will help and guide you through the process. You can notify us of a claim by:

For Battery Energy Storage Systems claims
Email: eandcclaimslondon@allianz.com

For Operational All Risks, Material Damage, Business Interruption and Terrorism claims
Telephone: **0148 326 5825**
Email: claims@allianzengineering.co.uk
Lines are open from 9am to 5pm Monday to Friday.

For Liability Claims
Telephone: **0344 893 9500**
Lines are open 9am to 5pm, Monday to Friday.

Outside our normal operating hours contact us on our 24 hour claims notification line –
Telephone: **03456 049 824**

Post: Allianz Claims
Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

For Commercial Legal Expenses Claims
Telephone: **0370 241 4140**
Lines are open 24 hours a day, 365 days a year.

Post: Allianz Legal Protection
Allianz – ALP
PO Box 5920
Worthing
BN11 5TB

Please have your policy number to hand and as much information about the claim as possible. For further information please see your policy wording.

Introduction continued

Your Obligations

- You must make a fair presentation of the risk at inception, renewal and variation of the policy.
- You must pay the premium on request. Please speak to your insurance adviser about the options available for the payment of your premium.
- You must periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand it's terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser. If you fail to do so your policy may not operate.
- You must tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.
- You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

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 at fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Allianz Complaints Team at:

Allianz Complaints Team
Allianz Insurance plc
PO box 5291
Worthing
BN11 9TD

Alternatively:

Telephone: **01428 722407**
Fax: **01428 724824**
Email: customer.satisfaction@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

Full details of our complaints procedure will be found in the policy documentation.

Operational All Risks – Material Damage

Significant Features and Benefits

What is covered?
Cover for damage to property insured at your premises, including breakdown.

What is the basis of settlement?
We will provide cover for the property insured on a reinstatement basis.

What are the territorial limits?
Premises shown in the policy schedule located within the United Kingdom.

Standard Extensions
The following are the significant extensions that are included automatically on the policy under this section. Please see your policy wording and policy schedule for more details of all the extensions:

- **alterations and additions** – cover for alterations, additions and improvements to plant and machinery after the inception of the policy, as well as newly acquired or erected property, up to £1,000,000 per period of insurance and £250,000 at any one premises

- **professional fees** – extends the section to provide cover for the cost of architects, surveyors, consulting engineers or other professional fees incurred during reinstatement of your property following a loss, up to a limit of £50,000

Significant Exclusions or Limitations

Standard Exclusions
The following are the significant exclusions or limitations that apply to the policy under this section. Please see your policy wording and policy schedule for more details of all the exclusion or limitations.

Cover does not include:

- the excess stated in the policy schedule
- the cost of maintenance
- rectification of faulty workmanship
- normal wear and tear
- damage caused by mould or fungi
- damage caused by subsidence, ground heave, landslip or during the normal bedding or settlement of new structures
- loss of property insured when its disappearance or shortage is only revealed when an inventory is made or when it is stolen or missing and it cannot be attributed to a specific occurrence
- damage to fences, gates, hoardings and moveable property in the open caused by wind, hail, sleet, snow, flood, sand, dust, theft or attempted theft
- damage arising during installation/removal or during final testing/commissioning
- damage during transit by air or by sea unless covered under the temporary removal extension
- damage to any parts that require periodic replacement
- damage to property insured during a lifting or lowering operation whereby a load is shared between two or more machines unless we give prior consent

Operational All Risks – Material Damage continued

Significant Features and Benefits

- **removal of debris** – covers costs that are incurred in the removal of debris, dismantling or demolishing and shoring up or propping following insured damage up to a limit of £50,000
- **temporary removal** – cover for property insured while it is temporarily located at another premises, or in transit, for repair services or maintenance purposes, up to £100,000
- **loss minimisation and prevention expenditure** – covers the costs incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending damage that would have resulted in a claim under this section, provided that the impending damage did not arise from any defect or from a reasonably foreseeable cause
- **fire extinguishers and sprinklers** – covers costs incurred for re-fulling, replacing or recharging any fire extinguishers or sprinkler installations, up to £10,000
- **additional costs** – cover for temporary repair work, up to £25,000
- **maintaining machinery guarantees** – covers the costs you incur in order to preserve manufacturer or supplier guarantees or warranties following damage, up to a limit of £25,000.

Significant Exclusions or Limitations

- damage to property insured as a result of overloading or applying abnormal conditions unless in accordance with the Code of Practice of the Safe Use of cranes BS7121
- regarding wind risks, damage due to lightning strike where plant machinery or equipment is not correctly protected
- damage to vessels, craft, vehicles, devices, rigs or platforms. This also excludes equipment mounted on and fixed to such property
- damage to civils due to its own collapse or cracking
- damage to overhead transmission/ distribution lines and pole/ pylon mounted transformers beyond 1,000 feet of insured plant and machinery
- prototype, experimental or untried plant and machinery
- plant and machinery not installed, tested and commissioned
- Scaffolding, access towers, ladders or aluminium trackway
- insured property not permanently situated on land
- damage recoverable under manufacturer or supplier warranty
- damage from pollution or contamination
- damage from confiscation, nationalisation, requisition or destruction by order of Government or any Public Municipal or Local Authority
- damage caused by faults or defects existing at the commencement of the period of insurance.

Operational All Risks – Material Damage continued

⚠ Significant Conditions

Applicable to Hydro Power Risks

The following are the significant conditions that apply to your policy under this section. Please see your policy wording and policy schedule for more details of all the conditions.

It is a condition of the policy that you must:

- ensure that the installation is monitored by a suitable SCADA (supervisory control and data acquisition) system
- keep all planning applications up to date and authorised by the relevant parties
- make sure that the insured property is protected by gates, grids, mesh or other specifically designed filters to prevent ingress of foreign bodies.

Applicable to Solar Power Risks

The following are the significant conditions that apply to your policy. Please see your policy wording and policy schedule for more details of all the conditions.

It is a condition of the policy that you must:

- ensure that the photovoltaic modules are officially CE marked
- make sure that where the insured property is ground mounted it is protected by a locked compound with CCTV monitoring
- ensure that where the insured property is roof mounted, the roof structures are able to bear the additional load and that certification of this by a structural engineer or architect has been obtained.

Operational All Risks – Business Interruption

Significant Features and Benefits

What is covered?
Cover for financial loss resulting from interruption or interference with the business following a loss indemnified under the Operational All Risks section of the policy.

Limit of Indemnity
Cover provides a limit of liability of 133.3% of the estimated gross profit and 100% of the sums insured or limits of liability applicable items.

What is the basis of settlement?
Cover can be arranged on either a loss of gross profit or loss of revenue basis.

Basis One – Loss of Gross Profit
We will pay:

- for the loss of gross profit during the selected indemnity period
- additional costs incurred to avoid the loss of gross profit, up to the amount of gross profit saved.

Basis Two – Loss of Revenue
We will pay:

- for the loss of revenue during the selected indemnity period
- additional costs incurred to avoid the loss of revenue, up to the amount of revenue saved.

Significant Exclusions or Limitations

Standard Exclusions
The following are the significant exclusions or limitations that apply to the policy under this section. Please see your policy wording and policy schedule for more details of all the exclusion or limitations.

Cover does not include:

- increased costs of working exceeding the amount of loss of gross profit or gross revenue avoided
- any charges and expenses of the business payable out of gross profit or gross revenue saved during the indemnity period that may cease or be reduced
- the time exclusion stated in the policy schedule
- other consequential losses consisting of or in consequence of liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency.

Condition
The following is a significant condition that applies to the policy under this section. Please see your policy wording and policy schedule for more details of all the conditions.

A declaration of the Gross Profit or Gross Revenue actually earned must be made to us within six (6) months after each period of insurance.

Operational All Risks – Business Interruption continued

Significant Features and Benefits

What are the territorial limits?
Premises shown in the policy schedule located within the United Kingdom.

Standard Extensions
The following are the significant extensions that are included automatically on the policy under this section.

Please see your policy wording and policy schedule for more details of all the extensions:

- **accountants' charges** – reasonable fees incurred in order to produce any particulars or details that we require following a claim
- **denial of access** – extends the section to provide cover for interruption to your business as a result of accidental loss, destruction or damage to property that is in the vicinity of your premises.

Significant Exclusions or Limitations

Public and Products Liability

Significant Features and Benefits

What is covered?
Public liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees while working for you. Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Products Liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

Limit of Indemnity
The limit of liability shown in the policy schedule relates to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination.

Significant Exclusions or Limitations

Standard Exclusions
The following are the significant exclusions or limitations that apply to the policy under this section. Please see your policy wording and policy schedule for more details of all the exclusion or limitations.

Cover does not include:

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products:
  - liability which attaches solely under the terms of an agreement
  - installed or incorporated in aircraft or spacecraft
  - claims made in any country outside the European Union if you have premises or representation in that country

Public and Products Liability continued

Significant Features and Benefits

What are the territorial limits?
Cover applies:

- in the United Kingdom
- in respect of injury, loss or damage caused by or arising from
  - manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
  - non-manual work occurring during any temporary visit or journey to the United States of America or Canada

- anywhere in the world in respect of products.

Standard Extensions
The following are the significant extensions that are included on the policy. Please see your policy wording and policy schedule for more details of all the extensions:

- **legal and other costs and expenses** – cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

- **Health and Safety at Work legal defence costs** – covers legal defence costs arising out of the Health & Safety at Work Act 1974

Significant Exclusions or Limitations

- injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1
- injury, loss or damage arising from products exported to the USA or Canada
- any liability in respect of pollution or contamination:
  - in the USA or Canada
  - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident

- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on, or travelling to or from, an offshore installation

Public and Products Liability continued

Significant Features and Benefits

- **Court attendance compensation** – covers attendance as a witness in connection with a claim:
  - Director/partner £750 for each day's attendance
  - Employee £250 for each day's attendance

- **Corporate manslaughter and homicide** – cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5,000,000 or the amount stated in the policy schedule whichever is less.

- **Terrorism**
  Cover for acts of terrorism is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

Significant Exclusions or Limitations

Terrorism

Significant Features and Benefits

What is covered?
We will provide cover for damage and consequential loss due to an act of terrorism within the territorial limits.

What is an act of terrorism?
Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's government in the United Kingdom or any other government de jure or de facto.

What is the basis of settlement?
We will pay up to the total sum insured of the policy, the individual sum insured for any item or any other limit of liability within the policy, subject to the terms, definitions, provisions, exclusions and conditions of the general cover policy.

What are the territorial limits?
England, Wales and Scotland but not the territorial seas adjacent. This also includes the Channel Tunnel up to the frontier with the Republic of France. however excludes Northern Ireland, the Isle of Man and the Channel Islands.

Significant Exclusions or Limitations

Standard Exclusions
The following are the significant exclusions or limitations that apply to the policy under this section. Please see your policy wording and policy schedule for more details of all the exclusion or limitations.

Cover does not include:

- any losses directly or indirectly caused by, contributed to or arising from damage to or destruction of a computer system or the alteration, modification, distortion, erasure or corruption of data
- any losses occasioned by riot, civil commotion, war, invasion, act of foreign enemy hostilities, civil war, rebellion, revolution, insurrection or usurped power
- any losses relating to locations outside the territorial limits, regardless of whether other cover is provided by the general cover policy
- any loss or consequential loss relating to a private residence property and arising from:
  - the hazardous properties of any explosive nuclear assembly or nuclear component
  - ionising radiation, contamination by radioactivity or combustion of radioactive material
  - chemical, biological or radiological irritants, contaminants or pollutants.

Legal Expenses Section

Cover Events 1 – 10 are automatically included where the Legal Expenses Section is operative.

Significant Features and Benefits	Significant Exclusions or Limitations
1 Employment • Cover up to £100,000 for any one claim in respect of your legal costs to: – defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation. – pursue a previous employee to recover possession of premises occupied for residential purposes. – defend your legal rights in a dispute relating to actual or alleged failure to fulfil your obligations as a trustee of a pension fund set up for the benefit of your employees. – defend your legal rights in civil proceedings against an employee under legislation for unlawful discrimination. • We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.	• Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employee's contract of employment or taking any disciplinary action against an Employee. • Any dispute with an Employee that you have given a verbal or written warning to in the 180 days leading up to the date this policy starts. • Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive. • Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements. • Any dispute to do with sub-contracting or contracts for services with anyone who is self-employed. • For Employment Service Occupancy only, there is no cover for the defence of your legal rights, other than to defend a counter-claim.
2 Tax and VAT • Cover up to £100,000 for any one claim in respect of your legal costs for an investigation by HM Revenue and Customs for the following: – Tax Enquiry – VAT Dispute – Employer Compliance Dispute	• Any claim relating to a tax avoidance scheme. • Any investigation conducted by HM Revenue and Customs Fraud Investigation Service or Specialist Investigations, or conducted under the HM Revenue and Customs Civil Investigation of Fraud, Code of Practice 9 or Criminal Investigations procedures or conducted under the General Anti-Abuse rule. • Any enquiry into alleged dishonesty or alleged criminal activities. • Any HM Revenue and Customs compliance check. • Any claim arising from the failure to register for VAT or PAYE.

Legal Expenses Section continued

Significant Features and Benefits	Significant Exclusions or Limitations
	• Any enquiry or investigation that concerns wealth, assets or money held outside of the UK. • Any IR35 enquiry.
3 Criminal Prosecution Defence • Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.	• The defence of a prosecution relating to: – HM Revenue and Customs investigation; – Allegations of fraud, theft or violence; – The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; – Pollution. • Any costs or fines awarded against you by a court of criminal jurisdiction.
4 Property Protection • Cover up to £100,000 for any one claim in respect of your legal costs in a dispute arising from the following: – an event causing physical damage to your premises; or – a legal nuisance; or – a trespass.	• Disputes relating to any land or building that doesn't form part of your premises. • Disputes relating to mining or other subsidence or heave. • Disputes relating to rent or service charges, tax, planning or building regulations or decisions. • Disputes arising out of a contract you have with another person or organisation. • Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.

Legal Expenses Section continued

Significant Features and Benefits	Significant Exclusions or Limitations
5 Data Protection • Cover up to £100,000 for any one claim in respect of your legal costs to: – defend you in a dispute relating to data protection legislation. – appeal against a refusal of an application for registration or alteration of your registered particulars. – appeal against an enforcement, de-registration or transfer prohibition notice.	• Any prosecution where you are accused of fraud or theft. • Any dispute relating to your failure to register as a Data Controller. • Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data. • Any fines, penalties or Awards of Compensation made against you.
6 Commercial Tenancy Agreement • Cover up to £100,000 for any one claim to pursue or defend your legal rights in a dispute relating to property that your business occupies or lets to a commercial tenant.	• Any dispute relating to the renewal of a lease or tenancy agreement.
7 Statutory Licence Appeal • Cover up to £100,000 for any one claim to appeal, following a decision by the licensing authority to suspend, revoke, alter or refuse to renew your business licence.	• Hearings arising out of any commercial decision made by you. • The first application for, or standard renewal of, the licence. • Anything to do with drug offences, under age drinking or sexual indecency.
8 Personal Injury • Cover up to £100,000 for any one claim to take legal action against another person who causes your death or bodily injury whilst you are engaged in your business.	• Personal injury disputes between you and any employee(s). • Any illness or injury arising from a gradually operating cause.

Legal Expenses Section continued

Significant Features and Benefits	Significant Exclusions or Limitations
9 Jury Service Allowance • Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.	• Any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure. • Any dispute relating to computer hardware, software, systems or services designed or adapted specifically for your business.
10 Contract Disputes and Disputed Debt • Cover up to £100,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. This includes a dispute relating to the payment or receipt of money and interest due under the terms of a contract.	• Any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement. • Any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land. • Any dispute relating to the ownership, possession, hiring or use of motor vehicles. • For disputed debt claims only, any claim which is not made within 90 days of the money becoming due and payable.

Legal Expenses Section continued

Significant Features and Benefits	Significant Exclusions or Limitations
Applying to all sections of the Legal Expenses	**Section Limit** A limit of £1,000,000 for all claims which first occurred during the Period of Insurance applies under this section. **Section Exclusions** • Legal Expenses incurred without the Insurer's written consent. • Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurer's written Consent and acceptance of a Claim. • Claims which do not arise from or relate to the Business, other than Jury Service Allowance. • Claims by the Insured Person in respect of any event occurring prior to or existing at inception of this Section which they knew, or ought reasonably to have known about. • Claims you fail to notify to the Insurer within 6 months of the date of occurrence, or as soon as reasonably practicable providing there has been no prejudice to the Insurer. • Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss. • Any Claim where in the Insurer's opinion there are no Reasonable Prospects of a Satisfactory Outcome. • Fines or other penalties imposed by a court, tribunal or regulator. • Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation. • Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Legal Expenses Section continued

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Benefits applicable as standard	
Lawphone • Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you.	• Advice is only available over the telephone. • Advice only relates to your company's legal problems. • Advice will always be in accordance with the laws of Great Britain and Northern Ireland.
Allianz Legal Online • Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business.	• This service is only available on the internet. • The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.
Additional Services available as standard	
Undisputed Debt Recovery Service Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business. The service is provided by DWF LLP for undisputed debts within England and Wales, and Jackson Boyd Solicitors for undisputed debts within Scotland.	• The legal action to recover the debt must be able to be taken within Great Britain. • The amount of the undisputed debt must be at least £250. • We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt. • This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt.

Legal Expenses Section continued

Significant Features and Benefits	Significant Exclusions or Limitations
Additional Services available as standard	
Solicitor Employment Support Service This service will provide you with the use of a solicitor to carry out a redundancy programme on your behalf. This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP.	• There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
Specialist Legal Support Service This service will provide you with access to a specialist solicitor if: • Lawphone is unable to assist with the legal problem because it is specialist in nature; or • the claim is not covered by the legal expenses section; or • you require a full legal review of your business. This service is provided by DWF LLP.	• There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.
Crisis Response This service will provide you with access to: • a range of services to provide support to prepare for, and deal with, a business crisis. • crisis management training, reviews and a bespoke crisis management plan. This service is provided by DWF LLP	• There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.

Employers' Liability

Significant Features and Benefits

Cover
Cover is provided for damages awarded in respect of legal liability for injury to employees, plus all costs and expenses of litigation and claims costs.

Limit of Indemnity
The standard limit of indemnity is £10,000,000 (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence.

Territorial Limits

- The United Kingdom.
- Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere.

Standard Extensions
The following are the significant extensions that are included automatically on the policy. Please see your policy wording and policy schedule for more details of all the extensions:

- **Health and Safety at Work** – Legal Defence Costs – covers legal defence costs arising out of the Health & Safety at Work Act 1974.

- **Unsatisfied Court Judgements** – covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

Significant Exclusions or Limitations

Standard Exclusions
The following are the significant exclusions or limitations that apply to the policy under this section. Please see your policy wording and policy schedule for more details of all the exclusion or limitations.

Cover does not include:

- liability in respect to injury to an employee due to a vehicle or attached trailer where motor insurance is required by law
- liability in respect of injury to any employee working on, visiting or travelling to or from offshore installations.

Employers' Liability continued

Significant Features and Benefits

- **Court Attendance Compensation** – covers attendance as a witness in connection with a claim:
  - Director/partner £750 for each days' attendance
  - Employee £250 for each days' attendance.

- **Corporate Manslaughter and Homicide** – cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

- **Terrorism**
  Cover for acts of terrorism is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

Significant Exclusions or Limitations

Directors and Officers

Significant Features and Benefits

What is covered?
Provides financial protection for directors in terms of their personal liability when managing their company in their capacity as a director.

- directors & officers and company reimbursement cover up to £10,000,000 limit of indemnity on an any one claim basis
- non-executive director cover up to £250,000
- investigation cover costs
- company entity liability cover up to £5,000,000 in the aggregate.

Territorial Limits
Cover is provided anywhere in the world where legally permitted, unless specified otherwise in the policy schedule.

Standard Extensions
The following are the significant extensions that are included automatically on the policy under this section. Please see your policy wording and policy schedule for more details of all the extensions:

- **automatic new subsidiary cover** – extends the policy to include any private entity that becomes a subsidiary and has total assets that are less than 25% of the total assets of the policyholder at the inception of the period of insurance

- **discovery period** – ninety (90) days automatically at no additional premium or twelve (12) months at an additional premium of 50% of the full annual premium

Significant Exclusions or Limitations

Standard Exclusions
The following are the significant exclusions or limitations that apply to the policy under this section. Please see your policy wording and policy schedule for more details of all the exclusion or limitations.

Cover does not include:

- behaviour arising out of the committing of a dishonest act or the insured person gaining any personal profit to which they were not legally entitled
- prior claims/circumstances
- prior and pending litigation
- bodily injury and property damage but not in respect of defence costs for non-indemnifiable loss of any insured person who is a natural person OR mental anguish/emotional stress in respect of an employment practice wrongful act OR loss where personal liability is established against an insured person, but only for non-indemnifiable loss
- offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world.

Under extension 12 (Employee Dishonesty) no cover is given in respect of:

- indirect loss
- loss of or the actual or alleged plagiarism of, or loss arising directly or indirectly from the accessing of, any confidential information.

Directors and Officers continued

Significant Features and Benefits

- **past insured person** – cover for any loss from any claim first made against any past insured person for wrongful acts committed before they voluntarily relinquished such position or cover for any investigation costs in connection with any investigation/self-report investigation first made against such past insured person following the expiry date of the period of insurance
- **reputational crisis costs** – up to £100,000 in the aggregate during the period of insurance, such amount being part of the limit of indemnity.
- **crisis communication consultant** – briefing session available at no additional charge during the period of insurance
- **circumstance investigation costs** – up to £50,000 in the aggregate
- **insolvency hearing costs** – up to £50,000 in the aggregate
- **assets and liberty costs** up to £50,000 in the aggregate
- **court attendance costs** – up to £20,000 in the aggregate
- **environmental extension** – provides defence costs incurred by an insured person for an environmental violation up to £50,000 in the aggregate
- **employee dishonesty cover** – up to £75,000 in the aggregate. An excess of 10% of the sub-limit will apply.

Significant Exclusions or Limitations

The following exclusions apply to Cover E (Company Entity Liability Cover) only:

- competition and restraint of trade
- securities attributable to the actual or intended private placement or public offering of any securities
- professional services for the performance or failure to perform professional services for any person or any act, error or omission
- patent copyright
- contractual liability from any actual or alleged contractual liability under any contract or agreement
- pollutants
- pension scheme for liabilities relating to any trust fund, pension scheme or profit-sharing scheme
- insured versus insured claims
- employment practice wrongful act
- bodily injury and property damage
- product liabilities arising out of efficiency, performance, defect or non-compliance with health and safety standards of any products, technologies or services.

Significant Conditions

Significant Conditions that apply to the whole Policy

Reasonable Precautions – you must take all reasonable precautions to prevent injury, loss, destruction or damage.

Claims – you must follow the actions detailed in the policy wording.

Cancellation – we can cancel the policy by giving 30 days notice to your last known address

Law Applicable and Jurisdiction – England

Assignment – you cannot assign any of the rights or benefits under this policy without our consent.

Survey and Risk Improvement – **Subjectivity Condition**

Policy Exclusions

Exclusions that apply to the whole Policy

Please refer to the policy wording for full details

- Radioactive Contamination
- War
- Terrorism (excluding the Terrorism section)
- Cyber and Data Events
- Contagious and Infectious Disease
- Economic Sanctions.

This insurance is underwritten by Allianz Insurance plc, registered in England and Wales with company number 84638.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, reference number 121849.

Registered address: 15 Bishopsgate, London, EC2N 3AR.

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