



SOLAR POWER

OPERATIONAL ALL RISKS
POLICY OVERVIEW

This is a policy overview only and does not contain the full terms and conditions of the contract. Some covers are optional and will only apply if you have selected them. Your policy schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

WHAT IS SOLAR POWER (OPERATIONAL)?

Our Solar Power Operational All Risks Policy provides you with all risks engineering cover as well as liability cover for your solar farm whilst operational, with a number of optional covers also available. It is designed for ground-mounted solar photovoltaic installations.

The policy is underwritten by Allianz Insurance plc.

TERRITORIAL LIMITS

The Solar Power policy applies 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.

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 Engineering Claims

Telephone: Engineering Claims **01483 265 825**
Lines are open 9am to 5pm, Monday to Friday

Email: claims@allianzengineering.co.uk

Post: Claims Department
Allianz Engineering
Haslemere Road
Liphook
Hampshire
GU30 7UN

For Liability Claims

Telephone: Liability Claims **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 –
Tel: 03456049824

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Commercial Legal Expenses Claims

Telephone: Lawphone Legal Helpline on **0344 854 1784**
Lines are open 24 hours a day, 365 days a Year

Post: Allianz Legal Protection
PO Box 10623
Wigston
LE18 9HJ

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

YOUR OBLIGATIONS

You must make a fair presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its 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.

Please 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 claim.

You must take all reasonable precautions to safeguard the insured property against loss or damage and maintain the insured property in an efficient condition, taking care to ensure that all government and other regulations relating to the operation and use of the insured property are observed.

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.

You must carry out and permit to be taken any reasonable action to prevent further loss, damage, liability or cost.

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

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.

HOW DO I MAKE A COMPLAINT?

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:

Phone: **01483 552438**
Fax: **01483 790538**
Email: **accsm@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: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

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

COVERS AVAILABLE

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 insured property 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
- 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 insured property while it is temporarily located at another premises, or in transit, for repair services or maintenance purposes, up to £100,000
- fire extinguishers and sprinklers – covers costs incurred for re-filling, 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

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 Insured Property 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 insured property during a lifting or lowering operation whereby a load is shared between two or more machines unless we give prior consent
- damage to insured property as a result of overloading or applying abnormal conditions unless in accordance with the Code of Practice of the Safe Use of cranes BS7121
- 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 recoverable under manufacturer or supplier warranty.

Significant Conditions

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.

COVERS AVAILABLE CONTINUED

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 sum Insured.

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.

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

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.

Conditions

The following are the significant conditions that apply 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.

Following loss or damage covered by this policy we will not pay for any increased interruption of the buildings or structure that the insured property is reliant upon for support if an additional delay is caused by a person or legal entity who has the right or ability to exercise any control over the period of time to reinstate, repair or replace the structure. In these circumstances we will limit our payment to the period of time the interruption would have been estimated had the additional delay not occurred.

COVERS AVAILABLE CONTINUED

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.

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
- 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.

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
- 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

Terrorism

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

COVERS AVAILABLE CONTINUED

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 Her 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.

COVERS AVAILABLE CONTINUED

COMMERCIAL LEGAL EXPENSES

Significant Features and Benefits

What is covered?

Your policy schedule will confirm which cover events, described below, are operative under your policy.

Commercial Legal Expenses Optional Extension 1

- Events: Criminal Prosecution Defence, Employment, Taxation Proceedings, Damage to Premises, Data Protection, Commercial Tenancy Agreement, Licence Protection, Personal Injury and Jury Service Allowance
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is up to £100 per day and £5,000 any one claim.

Commercial Legal Expenses Optional Extension 2

- Events: Commercial Legal Expenses Optional Extension 1 plus Contract cover
- The legal fees in respect of Contract cover are limited to £50,000 any one claim.

Both options include:

- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business.

What are the territorial limits?

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. Personal Injury cover is extended to any member country of the European Union and Croatia, Iceland, Norway and Switzerland.

Events

- **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.
 - We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.
- **Taxation proceedings:**
 - Cover up to £100,000 for any one claim in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:
 - PAYE tax arrangements
 - Business tax arrangements
 - VAT arrangements.

• 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.

• Damage to Premises:

- Cover up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to physical damage caused to your business premises resulting in proven financial loss to you.

• 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 the Data Protection Act 1998.
 - 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.
 - Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.

• Commercial Tenancy Agreement:

- Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.

• Licence Protection:

- Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence.

• Personal Injury:

- Cover up to £100,000 any one claim for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business.

• 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.

• Contract:

- Cover up to £50,000 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. Provided that:
 - the goods or services in question are supplied in connection with your Business; and
 - the amount in dispute is more than £5,000, other than a dispute where you are pursuing a claim in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

COVERS AVAILABLE CONTINUED

COMMERCIAL LEGAL EXPENSES (CONTINUED)

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:

• Employment:

- The first £500 of any one claim.
- Any dispute regarding an Event which happens within the first three months of the date this section starts.
- Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees 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 six months 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.

• Taxation proceedings:

- The first £500 of any one claim.
- Any costs to do with the normal reconciliation of your annual accounts and VAT returns.

Taxation proceedings which arise out of

- deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
- taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
- the defence of any criminal prosecution.
- any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
- any Aspect enquiry by HM Revenue and Customs.
- any IR35 by HM Revenue and Customs.

• Criminal Prosecution Defence

- the first £100 of any one claim.
- the defence of a prosecution relating to:
 - taxation proceedings.
 - allegations of fraud, theft or violence.
 - the ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
 - pollution.

• Damage to Premises:

- The first £100 of any one claim.
- Disputes relating to mining or other subsidence or heave.
- Disputes relating to rent or service charges, tax, planning or buildings 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.

• Data Protection:

- The first £100 of any one claim.
- 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.

• Commercial Tenancy Agreement:

- The first £100 of any one claim.
- Any disputes over rent or service charges.
- Any dispute relating to the renewal of a lease or tenancy agreements.

• Licence Protection:

- The first £500 of any one claim.
- 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, underage drinking or sexual indecency.

• Personal Injury:

- Personal injury disputes between you and any employee(s).

• Jury Service Allowance:

- Limit of £100 per day applies.

• Contract:

- The first £500 in respect of any one claim.
- Any dispute which occurs within the first three months of the start of the first Period of Insurance. This will not apply if you had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.
- The recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the claim and that party has a realistic chance of defending the claim.
- 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, part of the building or structure.

COVERS AVAILABLE CONTINUED

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.
- 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.

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.

COVERS AVAILABLE CONTINUED

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
- 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

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.

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.

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Allianz Insurance plc.
Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential
Regulation Authority and regulated by the Financial
Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.