



# MOTOR TRADE SELECT AND RMI

POLICY OVERVIEW

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Policy Overview **1**

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**Allianz Insurance plc is 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 is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some 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.

# Motor Trade Select and RMI 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. If you fail to notify us your policy may not operate or not operate fully.

## What is Motor Trade Select?

Motor Trade Select is designed to cover the assets, earnings and legal liabilities of your business. It is underwritten by Allianz Insurance plc.

## What is the policy duration?

This policy has a 12 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 make 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 or Pay-on-use Motor Breakdown Assistance and accidents outside the United Kingdom, please contact our dedicated claims handling centre based in Birmingham:

Tel: 0344 412 9996  
Fax: 01483 790 896  
Email: [motortradeclaims@allianz.co.uk](mailto:motortradeclaims@allianz.co.uk)

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

If you need recovery assistance following an accident you can call the above number 24 hours a day. Once your vehicle is recovered we will contact you within 24 hours to register a claim. Please note that if a claim is not made or is unsuccessful you will be liable for the costs of the recovery.

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

(All correspondence is scanned and forwarded to the 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 0344 2090 518 quoting Master Policy Number 34048

### **If your claim is for Commercial Legal Expenses:**

You should contact Lawphone Legal Helpline on 0344 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 0345 071 0335.

### **If your claim is for Uninsured Loss Recovery and Injury:**

You should call 0344 412 9996 and quote Master Policy Number 34048.

### **If you require Pay-on-use Motor Breakdown Assistance:**

Please contact Allianz Global Assistance with the following details:

- Location of vehicle
- Registration number of your vehicle
- A contact telephone number
- Description of problem

Call 020 8603 9680.

## How do I cancel the contract?

To cancel the policy, please contact the insurance adviser who arranged the Policy.

You have a right to cancel the Policy however you may not be entitled to a return premium, full details of which can be found in the Policy wording, a copy of which is available on request.

## 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:  
Phone: 01483 552438  
Email: [accdsm@allianz.co.uk](mailto:accdsm@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](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto: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: [accdsm@allianz.co.uk](mailto:accdsm@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.

## Law Applicable

Unless agreed otherwise all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

## 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](http://www.fscs.org.uk) or by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## 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 payment of premium.

Please periodically review the policy documentation to make sure that it meets 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 advisor.

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 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.



# Core Covers

The following will automatically be included in your policy:

## Material Damage – Policy Section 1

### Significant Features and Benefits

- '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
- European Union and Public Authorities
- Alterations and Additions – up to maximum of 10% of sum insured notified to us within 90 days
- Removal of Debris
- Automatic Reinstatement of Loss – subject to additional premium
- Metered Utilities – up to £25,000
- 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

### Significant Exclusions or Limitations

- Sums insured as shown on your Policy Schedule
- A minimum excess of £350 applies – unless shown differently on your Policy Schedule
- Terrorism
- Keys Removal Condition relating to unoccupied vehicles on The Premises
- Computer Systems Records only for the cost of clerical labour and computer time expended up to £25,000
- Reinstatement 'Day One' excludes Vehicles, Stock and Money
- 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
- Within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Other than from unoccupied buildings
- Cover is restricted to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- 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
- Excludes Damage occurring to Unoccupied properties or caused by you or for which you are not liable for or where repair costs can be recovered from elsewhere
- Subject to an Excess of £500
- 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

## Material Damage – Policy Section 1 continued

### Significant Features and Benefits

- Temporary Removal – Computer Equipment
- Seasonal Increase of the Vehicle Sum Insured
- Exhibitions within the European Union
- Employees Tools whilst away from the premises
- Clearing of Drains
- Fire Extinguishers, Sprinklers and Security Equipment
- Trace and Access
- Landscaped Grounds
- Property in transit
- Unauthorised Use of Utilities
- Fire Brigade
- Foundations
- Obsolete Building Materials
- Reinstatement to Match – Computer Equipment
- Services

### Standard Inner Policy Limits (Provided the Sums Insured on the Policy Schedule are adequate)

### Additional benefits to RMI members

- Replacement of damaged machinery and plant with green friendly models – £250,000 limit
- Exhibitions cover – £25,000 limit within UK and EU, subject to Fire, Explosion and Aircraft (FEA) for EU cover only
- Personal accident assault and victim care – benefits of up to £30,000 paid for an accidental bodily injury as a result of theft or attempted theft resulting in death or disablement

### Significant Exclusions or Limitations

- Temporary Removal of computer equipment is limited to 10% of All Other Property Sums Insured and a maximum of £2,500 in respect of attempted theft of Portable Equipment from an Unattended vehicle, £10,000 in respect of any other theft or attempted theft of Portable Equipment and £25,000 in respect of any other Damage
- 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 unless the vehicle is securely locked and the keys or key card is removed
- Outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man cover is restricted to a maximum of £15,000 and losses caused by Fire, Lightning, Explosion and Aircraft
- Up to a maximum of £5,000 for any one Employee and a maximum of £2,500 for one tool, subject to adequate sums insured
- Limited to £25,000 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
- Limited to £10,000
- Limited to 10% of the Declared Value
- Limited to £25,000

As stated below unless otherwise agreed and shown on your Schedule

- 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 £15,000
- 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:
  - 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

## Material Damage – Policy Section 1 continued

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>Essential personnel – cover for death or permanent disablement of an essential person, which interrupts your business activities – £25,000 limit, any one claim</li> <li>Public relations expenses cost – £10,000, maximum three months, any one claim</li> <li>Option to include Rectification</li> <li>Standard Personal Accident Assault and Victim Care benefits are doubled and cover is extended to include Personal Accident Capital Benefits of £30,000</li> </ul>	<ul style="list-style-type: none"> <li>– £350 excess</li> <li>– Provided for all occupational accidents to Proprietors, Partners and Directors of the business</li> </ul>

## 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:**

<b>Comprehensive</b>	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.
<b>Partial Comprehensive</b>	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)
<b>Third Party, Fire &amp; Theft</b>	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).
<b>Third Party Only</b>	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 continued

### 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
- Personal property – up to £500 when the vehicle is being driven for Social, Domestic and Pleasure purposes
- Misfuelling

#### 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

### Significant Exclusions or Limitations

- £10,000,000 in respect of Property Damage
- £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
- Liability does not apply for damage to any bridge, viaduct, weigh-bridge or road if the Insured Vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law
- Liability does not apply for death, injury, loss or damage caused by the wrongful collection or delivery of a load or goods which do not conform to the order made by the customer
- 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 or EU licence for at least 12 consecutive months
- New for Old – theft excluded if vehicle recovered within 28 days. Damage must exceed 50% of its list price
- Limited to £10,000 any one occurrence of theft, £50,000 any one Period of Insurance
- Any reduction in the market value of the insured Vehicle or loss of warranty
- Up to £50,000 any one occurrence
- Up to £5,000 any one occurrence
- Up to a maximum of 20 litres of the correct fuel
- 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



## Motor Vehicle Road Risks – Policy Section 2 continued

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Indemnity 9: Unauthorised Use</b></p> <p><b>Indemnity 10: Sub Contractors</b></p> <p><b>Indemnity 11: Medical Expenses</b> cover for up to £250 any one person up to £1,000 any one claim for any person injured as a direct result of an accident whilst travelling in an Insured Vehicle</p> <p><b>Indemnity 12: Court Attendance Compensation</b> up to £750 for a director or partner or £250 for an Employee</p> <p><b>Indemnity 13: Vehicle Breakdown</b> provided by Allianz Global Assistance to assist if Your vehicle has a breakdown or is immobilised within the UK.</p> <p>This is available without any join-up fee, however any call-out costs incurred will be at your own expense.</p> <p><b>Indemnity 14: Personal Accident</b> cover for up to £5,000 if the driver of an Insured Vehicle suffers accidental injury</p> <p><b>Special Features for RMI members</b></p> <ul style="list-style-type: none"> <li>• Option to include Rectification</li> <li>• No inner limit to liability for customers' consequential loss or loss of use claims</li> </ul>	<ul style="list-style-type: none"> <li>– A claim for an event which is not covered under your current Motor Trade policy.</li> <li>– Excluding liability to indemnify the person driving or using the vehicle</li> </ul>

## Public & Products Liability – Policy Section 6

Significant Features and Benefits	Significant Exclusions or Limitations
<p><b>Public and Products Liability – covers your legal liability in connection with your business for:</b></p> <ul style="list-style-type: none"> <li>• Accidental injury to members of the public or accidental damage to property not owned by you up to £2 million any one claim</li> <li>• Accidental injury or accidental damage caused by goods sold or supplied up to £2 million any one period of insurance</li> </ul> <p><b>Geographical Limits:</b></p> <ul style="list-style-type: none"> <li>• Anywhere in the World</li> </ul> <ul style="list-style-type: none"> <li>– Consequential Loss or Loss of Use</li> <li>– Products Financial Loss</li> </ul>	<ul style="list-style-type: none"> <li>– The standard limit of indemnity is £2,000,000 any one period of insurance or as shown in your Policy Schedule</li> <li>– Terrorism – the limit of indemnity shall not exceed the limit shown in the schedule or £5,000,000</li> <li>– Excess; a minimum of £350 in respect of loss or damage to property</li> <li>– Manual work occurring during visit or journey to the United States of America or Canada</li> <li>– Up to £50,000 in respect of any one occurrence</li> <li>– Standard limit of Indemnity £250,000</li> <li>– Financial Loss happening before the inception of the Extension, or circumstance known to you at the inception of this Extension which might reasonably be expected to produce a claim are not covered</li> <li>– Cover where liability attached to you solely under the terms of an agreement are excluded</li> <li>– Liability in respect of costs for making good removal, repair, rectification, replacement or recall of any Products, diminution in value of Products or delay, non-completion or non-delivery of Products is excluded</li> <li>– Liability arising out of any act of fraud or dishonesty by you or any partner director or Employee of you or inducement of breach of contract</li> </ul>

## Public & Products Liability – Policy Section 6 continued

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>– Damage to Leased or Rented Premises</li> <li>– Duty of Care <ul style="list-style-type: none"> <li>– Health and Safety Act</li> <li>– Corporate Manslaughter</li> </ul> </li> <li>– Court Attendance Compensation if we request you to attend court as a witness in connection with a claim under this section</li> <li>– Consumer Protection and Food Safety Acts Legal Defence Costs</li> <li>– Data Protection Act; if you are legally liable we will pay compensation from a failure to comply with Data Protection legislation</li> <li>– Defective Premises Act provides cover against liability incurred under this act</li> <li>– Overseas Personal Liability</li> <li>– Contractual Liability</li> </ul> <p><b>Special Features for RMI members</b></p> <ul style="list-style-type: none"> <li>• Option to include Rectification</li> <li>• No Inner Limit to liability for Customers' Consequential Loss or loss of use claims</li> </ul>	<ul style="list-style-type: none"> <li>– Liability in respect of infringement of patent copyright, design, trademark, trade name or any other intellectual property rights</li> <li>– The first 10% of each and every claim made against You, subject to a minimum contribution of £1,000 in respect of each and every claim</li> <li>– Liability assumed by you under any agreement</li> <li>– Limit of £5,000,000 or the Limit of Indemnity shown in The Schedule whichever is the lesser</li> <li>– Excluding appeals against deliberate acts or omissions and costs and expenses insured by any other policy</li> <li>– Limit any director partner is £750 and any other employee £250 each day</li> <li>– Maximum £25,000 in any one period of insurance</li> <li>– Maximum £250,000 in any one period of insurance</li> <li>– Excluding deliberate acts or omissions, fraud, dishonesty, costs of rectifying data, fines and penalties</li> <li>– Cost of rectification of defects</li> <li>– Liability insured elsewhere</li> </ul> <p><b>This section does not apply to liability in respect of:</b></p> <ul style="list-style-type: none"> <li>– Penalties and Liquidated Damages</li> <li>– Any property belonging to or hired by you or in your custody or control (subject to Extension 1 Property)</li> <li>– Removal, replacement, reinstatement or repair of any goods sold or supplied (subject to Extension 3 Vehicles Sold)</li> <li>– Rectification of the original work</li> <li>– Court action brought in any country other than Great Britain, Northern Ireland, the Channel Isles or the Isle of Man)</li> <li>– Pollution or Contamination</li> <li>– Exports to the United States of America or Canada</li> <li>– Any Products claim made against you in any country outside the European Union in which you occupy premises or are represented by and resident Employee or holder of your power of attorney</li> </ul>

# Optional Covers

The following sections are Optional Covers.

## Self Drive Vehicle Hire – Policy Section 3

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

## 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"> <li>An appeal and consultancy service</li> <li>Free telephone helpline</li> </ul>	<ul style="list-style-type: none"> <li>Limit of Indemnity £1,000,000 per location</li> <li>Excludes losses as a result of a suspension or warning received during the four weeks immediately following inception of cover.</li> <li>Losses arising from any policy by National or Local Government are excluded</li> <li>Loss arising from a criminal conviction is excluded</li> </ul>

## 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 the actual breaking distortion or burning out of any part of the Property Insured while in use arising from mechanical or electrical defects in the Plant causing sudden stoppage and fracturing of any item of the Property Insured by frost which necessitates repair or replacement before it can resume normal working
- **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
- Plant not available for inspection may be liable for additional charges
- Circumstances beyond Allianz Engineering's control which add to the cost of the inspection may incur an additional charge
- 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 and equipment attached to it
- 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
- Excludes marine rigs or marine platforms and attached equipment
- Excluding cutters bits, tools, moulds, dies, heating elements, driving belts and chains and similar items that require periodic replacement and property or materials being processed by the Property Insured
- Excludes loss of or damage to:
  - a foundations masonry brickwork chimneys gantries tracks grabs magnets or refractory linings
  - b office machinery computers or other electronic data processing equipment (except in respect of diagnostic equipment)
  - c plant or machinery which is prototype experimental or untried
  - d metal bending press or similar
  - e air conditioning units
  - f tanks
 unless specifically described in the 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

- Court Attendance Compensation – up to a limit of £750
- 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

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:

- Book Debts
- Denial of Access
- Suppliers Extension
- Supply Undertakings
- Failure of Supply
- Foreign Travel
- Customers Extension

#### Special Feature for RMI members:

- Essential Personnel – Business Interruption resulting from the death or permanent disablement of an essential person up to £25,000
- Fines and Damages – Cover up to £10,000 for fines or damages occurring as a result of non-completion of a contract due to Business Interruption
- Public Relations Expenses – £10,000 of cover to employ public relations personal for three months to handle any press and public announcements due to Business Interruption
- Alternative Premises – Money paid for services provided in alternative premises will be taken in to account when arriving at the Turnover during the Indemnity Period
- New Business – Definition of Turnover amended if the business has been trading for less than 12 months
- Salvage Sale – Changes the reduction in Turnover definition to take in to account Turnover relating to a Salvage sale
- Exhibition Sites: Cover for property stored in Exhibition sites up to £50,000 in the Geographical limits or £25,000 in the European Union when Damage is caused by Fire, Lightening Explosion or Aircraft or 10% of the sum insured, whichever is the less
- Vehicles in transit covered.

### Significant Exclusions or Limitations

- 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

Covers loss following purchase of a vehicle from a person who does not legally own it

### Significant Exclusions or Limitations

- 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

Covers losses arising from acts of fraud and dishonesty by employees

### Significant Exclusions or Limitations

- 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

This cover is for Proprietors, Partners, Directors and Employees against accidents and any subsequent first aid expenses incurred that result in:

Death

Loss of Limb

Loss of Hearing

Loss of Sight

Temporary Total Disablement

Temporary Partial Disablement

Choice of operative time for Proprietors, Directors and Partners:

- 24 hrs
- Occupational and commuting

Weekly benefits payable up to 104 weeks

First Aid expenses

**Rehabilitation and Re-training Expenses** – Cover up to £10,000 to facilitate return to work

**Age Enhancement Benefit** – Cover for up to £2,500 in respect of Death or Permanent Disablement for any Insured Person aged over 75

**Simultaneous Death of the Insured Person and Spouse** – Doubling of the benefit available following the death of Insured Person and their Spouse in the same event if they leave behind a dependant adult or child.

### Significant Exclusions or Limitations

- 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
- You must give immediate notice to us of any change to the occupation of any Insured Person from that which you originally advised to us.

### Condition – Age Limitation

The cover will terminate at the end of the insurance period during which the age of 75 is attained

- up to 15% of total compensation payable, max £10,000
- Only payable where Permanent Total Disablement Benefit becomes payable providing the Employee was not over 65 years of age



## 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 dispute with 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 resulting 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 of yours 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 £500 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 £500 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 the 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 in returns or submissions made to the relevant authorities
- Maximum we will pay is £100,000 for each claim
- The cover carries an excess of £100 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 a motor vehicle, aircraft, watercraft, trailers or caravans
- Maximum we will pay is £100,000 for each claim
- The cover carries an excess of £100 per claim
- 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 each day up to a maximum of £5,000 per claim
- Excludes any amount that is recoverable from the relevant court
- 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

#### **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

Contract, Employment, Taxation Proceedings, Criminal Prosecution Defence, Property, Personal Injury

Contract, Employment, Taxation Proceedings, Criminal Prosecution Defence, Property, Personal Injury, Jury Service

### Significant Exclusions or Limitations

- 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

## Directors & Officers – Section 15

### Significant Features and Benefits

- Directors & Officers and company reimbursement cover up to £10,000,000 limit of indemnity on an any one claim basis
- Coverage is provided anywhere in the world, where legally permitted, unless specified otherwise
- Non-executive director cover up to £250,000
- Investigation cover costs
- Company entity liability cover up to £5,000,000 in the aggregate
- 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
- Covers wrongful acts committed after any management buy-out for a period of 45 days
- Discovery period of 90 days automatically at no additional premium or 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
- Environmental extension provides defence costs incurred by an insured person for an environmental violation up to £50,000 in the aggregate
- Cover for 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
- Kidnap & Ransom Cost Cover up to £50,000 in the aggregate
- Cyber Liability cover provides the Insured Person with cover for Loss resulting from a Claim related to a Cyber Event. The definition of Insured Person shall include the IT Security Officer and the Data Protection Officer of a Company.

### Significant Exclusions or Limitations

- 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 excludes any claims arising out of any investigation or self report investigation first made or commenced prior to inception of the policy or circumstances which have been notified under any other policy providing management liability cover and attaches prior to the inception of this section
- Prior and pending litigation excludes any claims arising out of any legal/arbitral proceedings involving any company or outside entity or any insured person initiated prior to, or pending at the prior/pending litigation date OR any fact, circumstance, situation or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts regardless of the legal theory upon which the claim against the insured person is predicted.
- 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
- Acknowledged USA company vs. insured arising out of any claim brought or maintained in the United States of America by/on behalf of any company, insured person or outside entity
- Offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world

The following exclusions apply to Cover E only:

- Competition and restraint of trade arising out of or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce
- 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 attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, title or other proprietary or licensing rights of any products, technologies or services
- Contractual liability from any actual or alleged contractual liability under any contract or agreement
- Pollutants
- Pension scheme attributable to any claim against any company relating to any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any company or outside entity
- Insured vs insured claims
- Employment practice wrongful act
- Bodily injury and property damage
- Products attributable to the efficiency, inefficiency, performance or lack of performance, defects or non-compliance with health and safety standards or any products manufactured, produced, processed, sold or developed by the company

## Additional Benefits

### Significant Features and Benefits

**24 Hour Lawphone Legal Advice Helpline:**  
You can ring our legal advice helpline to get advice on any commercial legal matter 24 hours a day 365 days a year

### Significant Exclusions or Limitations

- Advice is only available over the telephone
- The advice will always be according to the laws of Great Britain and Northern Ireland

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Allianz Insurance plc.

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