



Management Liability Policy

December 2021

Guidance for brokers on key changes to AXA Management Liability Policies

We are introducing changes to your customers Management Liability policy which take effect from their renewal date. This guide summarises the changes we have made to our standard policy wordings.

This guide does not contain the full terms and conditions of your customers insurance policy with us. You can find these in the new policy wording. This guide is for information purposes only and does not form part of your insurance contract.

What's changed?

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rradar advisory service and important phone numbers

We've included details of **rradar** report and **rradar** risk, including two of the latest tools your customers get include within their premium as part of the unique **rradar** offering we provide to all AXA Management Liability policyholders. Please ensure you have registered your customer with **rradar** in order that they may fully benefit from the services provided.

Claims notification condition

To make your claims journey more straightforward. Claims or investigations reported directly to **rradar** will now comply with the claims notification condition so there is no need to notify AXA separately. Claims or investigations must be reported as soon as possible within the policy period or within 30 days after it expires.

Claims procedures condition

Where we agree to legal representation other than **rradar** we have made the rates we will pay clearer for your customer and their chosen legal representative. We would remind you that they must not appoint other legal representation without our prior approval.

Share offering exclusion

We have added an exclusion relating to any private share offering of more than £5m of your share capital. Inclusion of offers over this threshold can be considered upon receipt of full details ahead of any offering.

Breach of professional duty exclusion

This exclusion is no longer limited to advice and/or services directly provided for a fee. Failure to supervise carve back remains in place. Where an insured has a more specific professional duty exposure, separate coverage should be obtained.

Protective award exclusion

Where your customer has purchased Employments Practices liability cover, we have excluded protective awards caused by your failure to comply with consultation requirements for redundancies. This exclusion will not apply to defence costs. Compliance with redundancy consultation regulations is a legal requirement and as such any awards made for non-compliance cannot be covered under MLP.

Transfer of Undertakings (TUPE) exclusion

Where you have purchased Employments Practices liability cover, to make the cover position clear, we have added an exclusion relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006. This exclusion will not apply to defence costs. We have added this exclusion to make it clear we cover the defence of TUPE claims.

Loss of documents cover

Where you have purchased Company Legal liability cover, we have clarified that we will not cover the cost of replacing or restoring documents, data or information lost damaged or destroyed as a result of a cyber attack. Where an insured has a cyber exposure, separate more specific cyber coverage should be obtained.

Defective workmanship exclusion

Where you have purchased Company Legal liability cover, we have added an exclusion relating to any contractual liability or other wrongful acts claim caused by defective workmanship. We have added this clause to clarify that contractual disputes coverage does not include claims for defective workmanship.

Cyber attack and loss of computer system exclusion

Where you have purchased Company Legal liability cover, we have added an exclusion relating to cyber acts. Where an insured has a cyber exposure, separate more specific cyber coverage should be obtained.

Meanings of defined terms - circumstance

We have added an additional definition allowing non-routine regulatory intervention, serious accidents or near miss to be reported as a circumstance within the period of insurance. Clause added to make it clear that non-routine events should be notified within the insured's policy period to ensure compliance with the claims made nature of the contract.

Meanings of defined terms - excess

We've updated the meaning of excess. The excess will now apply whether or not a claim is successfully defended, however the excess will only be charged at the end of each claim and/or investigation.

Meanings of defined terms - Outside company & acquired subsidiaries

We will pay for losses incurred by an insured person in their capacity as a director, officer or trustee of an outside company or acquired subsidiary registered in Great Britain, Northern Ireland, Channel Islands and the Isle of Man. Clause added to make clear we only cover risks domiciled in the UK with no overseas subsidiaries.
