



Important notice to Policyholder

Ageas renewal rights acquired

AXA Insurance UK plc (AXA) recently acquired the renewal rights to a number of commercial insurance policies previously underwritten by Ageas UK. Your Security policy which is placed via Darwin Clayton scheme will now be underwritten by AXA.

What this means for you

At your upcoming renewal date, the insurer for your policy will be AXA. At AXA, we have our own underwriting framework and standards, but we have worked hard to minimise the number of changes we need to make to your previous policy wording. Inevitably there will be some cases where the cover won't mirror directly the Ageas covers. To make sure that you and your broker have the information that you need to make an informed decision, we have highlighted the main differences that will apply to you below.

We are providing an endorsement which must be read in conjunction with your policy wording and this will provide full details of all of the changes that have been made to move the insurance to AXA plus any other changes that were previously applied by endorsement on your previous Ageas policy.

Your previous policy and your new policy have various differences in covers, conditions and exclusions. This may include increases or decreases to any Excesses that are applicable to the various covers under your policy. Please read the covers, conditions and exclusions within your schedule, endorsements and policy wording for full details.

- Your previous policy entitled you to use a variety of helplines. Those for Crisis Communication, Redundancy Approval and Confidential Counselling will no longer be available but you will have access to a Glass replacement service, Legal and tax advice and Emergency helplines.
- The Complaints Procedure, Privacy Notice and Claims Notification details have been amended to the new details for AXA Insurance.
- Your new policy contains a Disease exclusion.
- Your new policy contains a Change in Risk condition.
- Your new policy will continue to provide cover under the Public Liability section for accidental release of asbestos fibres. Cover will only be provided for claims first made against you during the period of insurance and will also be limited to £1m for any one loss and/or the total of all losses in any one period of insurance.

Important notice to policyholder *continued*

As this document is not a complete record of every amendment, we ask that you read your policy wording and any endorsements in detail to ensure the cover is adequate for your needs.

If you have any questions about our offer, whether that is in terms of cover or premium, please speak to your broker. They will be able to give you all the information and advice you need to make your decision.



Policy endorsements - version 21/06/2022

DARWIN CLAYTON SECURITY Policy Wording (Version: COM465 Jun 2021)

This document details changes to the cover provided in the **Darwin Clayton Security Policy** and should be read in conjunction with this Policy wording and your Schedule.

Page 2 – Helpline Services is replaced by:

Important phone numbers

Glass replacement service*0300 303 2944

A quick and efficient service available 365 days a year.

Legal and tax advice 0330 024 5346**

Our confidential legal and tax advice line.

Please quote AXA Commercial when **you** call.

Emergency helpline* 0330 024 5346**

Our 24 hour emergency helpline. Please quote AXA Commercial when **you** call. **We** will provide details of reputable contractors who will be able to help.

Calling the helpline does not constitute notification of an insurance claim.

You will have to pay for any call out charges, parts and labour.

If connected to a potential claim please follow the how to claim and claims procedures condition first.

* The Glass replacement service is provided by an AXA approved glazing and locks provider.

** The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.

** Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.

** Arc Legal Assistance Ltd make no additional charge for providing these services.

*** The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK.

Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.

Telephone calls may be monitored and recorded.

Page 4 – Our Customer Care Policy

The opening sentence is replaced by:

This **policy** is underwritten and administered on behalf of AXA Insurance UK plc by Darwin Clayton (UK) Limited.

Page 5 – How To make a claim

The contact details if **you** need to make a claim are amended to:

AXA Insurance UK plc
AXA House
Parklands
Lostock
Bolton
BL6 4SD

Customers Money and Fidelity Guarantee Sections

Tel: 0370 900 0867 – Option 2

Email: spclaims.ins@axa-insurance.co.uk

Employers Liability and Public and Products Liability Sections

Tel: 0345 900 4185 – Option 3

Email: liabilityclaims.ins@axa-insurance.co.uk

Professional Indemnity Section

Tel: 01204 877556

Email: prof.indclaims@axa-insurance.co.uk

Page 6 – How to make a complaint is replaced by:

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right. All complaints **we** receive are taken seriously.

Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly. Alternatively, **you** can write to **us** at

AXA Insurance complaints:
AXA Insurance Commercial complaints
AXA House
4 Parklands
Lostock
Bolton BL6 4SD

All claims complaints:
Tel: **01204 815359**
Email: commercial.complaints@axa-insurance.co.uk

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy** you hold
- The name of **your** insurance agent / firm (if applicable)
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567* or 0300 123 9123**
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financialombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

Page 7 – Privacy Notice is replaced by:

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy. If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.

Page 8 - Definitions

The following defined terms are amended to:

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

We, Our, Us

AXA Insurance UK plc

The following defined terms are added:

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Time Element Loss

Business interruption, contingent business interruption or any other consequential losses.

Page 12 – General Exclusions

The following exclusions are deleted and replaced by:

1 Nuclear Risks

We will not be liable for any claim in respect of :

- a **damage** to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from any nuclear waste from the combustion of nuclear fuel
 - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.
- b injury or liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

For the Employers' Liability Section, this exclusion will only apply to :

- i the liability of any **principal**
- ii liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement."

2 War Risks

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power , confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority

This General Exclusion does not apply to the Employers' Liability Section.

11 Sanctions is deleted

13 Asbestos

Except as otherwise provided by Extension 20 "Accidental Release of Asbestos (Claims made) Cover" of Public and Products Liability Section, **we** will not pay for claims caused by or arising from

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating, managing, removing controlling or remediation of **asbestos**.

The following exclusion is added:

12 Communicable Disease

- a) Notwithstanding any provision to the contrary within this **policy**, this **policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) Subject to the other terms, conditions and exclusions contained in this **policy**, this **policy** will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this **policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

This General Exclusion does not apply to the Employers Liability and Public and Products Liability Section

Page 14 – General Conditions

The following conditions are added:

13 Change in Risk Condition

You must tell us as soon as possible during the Period of Insurance of any change

- 1 to the **Business**
- 2 in the person, firm, company or organisation shown in **your** Schedule as the Insured
- 3 to the information you provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

14 Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that **we** will not provide cover, or pay any claim or provide any benefit under **your** policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Page 20 – Public and Products Liability Section- Section Exclusions

The following exclusion is added

20 Cyber and Data

This Section does not indemnify **you** against any liability: directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- a) any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
- c) failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- i. for death, bodily injury, illness or disease
- ii. for physical loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

For the purposes of this exclusion the following defined terms shall apply:

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber Incident

- a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Page 22 Public and Products Liability Section Extensions

The following extension is added:

20 Accidental Release of Asbestos (Claims made) Cover

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the Period of Insurance arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages and claimants' costs and expenses arising from claims first made against **you** and notified to **us** during the Period of Insurance caused by or arising from **asbestos** is £1,000,000.

We will not cover

- 1) claims
 - a) relating to the fear suffered by any person of the consequences of exposure to **asbestos**
 - b) in respect of loss of or damage to material property, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the unplanned release of **asbestos** due to a sudden, identifiable, unintended and unexpected incident which happens at a specific time and place during the Period of Insurance in the course of any work, process or other operation
 - c) to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
 - i. that **you** have disposed of
 - ii. owned, leased, let, rented, hired or lent to **you**
 - iii. for which **you** have any statutory duty to manage **asbestos**.
 - d) for any incident known to **you** or for which **you** should have been aware before the start of this cover
- 2) the greater of £1,000 or the amount of **excess** stated in **your** Schedule in respect of loss or damage to property caused by or arising from **asbestos**.

If during the Period of Insurance **you** first become aware of any circumstances that may give rise to a claim under this section and notification is given to **us** during or within 7 days of the expiry of the Period of Insurance, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the Period of Insurance that **you** first become aware.

The following additional conditions apply to this section.

1. If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**
2. If **you** discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
3. **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
4. If **you** do not comply with these conditions **you** will not be covered and **we** will not make any payment in respect of a claim.

Page 26– Exclusions to Sub Section 1 - Professional Indemnity

The following exclusion is added this will apply irrespective of anything contained in **Your policy** to the contrary.

20 Cyber and Data Protection Law Exclusion

1. **We** will not cover any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount
 - a. directly caused by, directly resulting from or directly arising out of
 - i. a **cyber act**
 - ii. any partial or total unavailability or failure of any **computer system** where the **computer system** is owned or controlled by **you** or any party acting on **your** behalf, or
 - b. directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of the receipt or transmission of malware, malicious code or a **virus** by **you** or any party acting on **your** behalf.
2. **We** will not cover any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided
 - a. to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **you**
 - b. by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.
3. **We** will not cover any claim, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **data protection law** by **you** or any party acting on **your** behalf.
4. Any cover provided by **your policy** in respect of the costs of reconstituting or recovering lost, inaccessible or damaged **documents** owned or controlled by **you** or any party acting on **your** behalf will not apply to data.

Other than as stated within this exclusion or by other restrictions in **your policy** specifically relating to the use of, or inability to use, a **computer system**, no cover otherwise provided by **your policy** will be restricted solely due to the use of, or inability to use, a **computer system**.

For the purposes of this exclusion the following defined terms shall apply:

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **computer system**

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

Data protection law

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time)

Documents

Any documents or information that are **your** property or are looked after by or deposited with **you** in the ordinary course of **your activities** and for which **you** are responsible. This does not include **data**, bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

Page 32 – To make a claim is deleted**Page 32 - Ageas Insurance Ltd is replaced by**

AXA Insurance UK plc Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG. A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.