



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 Contractors Combined 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 Legal Helpline. This 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 Fair Presentation of Risk condition which replaces Observance of Policy Terms condition.
- Your new policy contains an Electronic Risks exclusion which replaces Virus or Similar Mechanism or Hacking exclusion.
- Your new policy contains a Communicable Disease exclusion.
- Your new policy contains a Sanctions exclusion.

Important notice to policyholder *continued*

- 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.

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 05/08/2022

DARWIN CLAYTON CONTRACTORS COMBINED Policy Wording (Version: 07/14)

This document details changes to the cover provided in the **Darwin Clayton CONTRACTORS COMBINED POLICY Wording** and should be read in conjunction with this policy wording and your schedule.

Page 1 CONTRACTORS COMBINED POLICY is replaced by:

This Policy is a contract of insurance between the **INSURED** and the **COMPANY** by which the **COMPANY** agrees to cover the **INSURED** in respect of the risks set out in the Sections of this Policy shown as insured on the Schedule, subject to the terms, conditions and exclusions of this Policy and in consideration of the **INSURED** paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. The **INSURED** should read carefully all documents that the **COMPANY** has provided and contact the **INSURED'S** insurance advisor immediately if this Policy does not meet the **INSURED'S** needs.

Page 3 – CUSTOMER SERVICE

If, however, you have a query in relation to a claim, contact is replaced by:

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

CONTRACTORS ALL RISKS AND FIDELTY GUARANTEE Sections

Tel: 0370 900 0867 – Option 2
Email: spclaims.ins@axa-insurance.co.uk

EMPLOYERS LIABILITY AND PUBLIC LIABILITY SECTIONS

Tel: 0345 900 4185 – Option 3
Email: liabilityclaims.ins@axa-insurance.co.uk

How to make a complaint is replaced by:

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.

Regulation 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.

Financial Services Compensation Scheme is replaced by:

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Page 5 – LEGAL HELPLINE is replaced by:

LEGAL AND BUSINESS HELPLINE SERVICES

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 5 – PRIVACY NOTICE IS ADDED:

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 6 - DEFINITIONS

The following defined terms are replaced by:

COMPANY

means AXA Insurance UK plc

HACKING

Unauthorised access to any **COMPUTER SYSTEM** whether owned by the **INSURED** or not.

VIRUS OR SIMILAR MECHANISM

Program code, programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **COMPUTER SYSTEMS**, **DATA** or operations, whether involving self- replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

The following defined terms are added:

ASBESTOS

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

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.

DATA

Any data of any sort whatsoever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **COMPUTER SYSTEMS**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **COMPUTER SYSTEMS**.

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.

PHISHING

Any access or attempted access to **DATA** made by means of misrepresentation or deception.

COMPUTER SYSTEMS

Computer or other equipment or component or system or item which processes, stores, transmits or receives **DATA**.

TIME ELEMENT LOSS

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

TERRORISM

1 CONTRACTORS ALL RISKS SECTION

In England, Scotland and Wales: 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.

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto

2 EMPLOYERS LIABILITY AND PUBLIC LIABILITY SECTIONS

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Page 10 – GENERAL CONDITIONS

1 OBSERVANCE OF POLICY TERMS is deleted and replaced by:

1 FAIR PRESENTATION OF RISK

The **INSURED** has a duty to make a fair presentation of the risk which they wish to insure. This applies prior to the start of your Policy, if any variation is required during the Period of Insurance and prior to each renewal. If the **INSURED** does not comply with this condition then:

- (a) If the failure to make a fair presentation of the risk is deliberate or reckless the **COMPANY** can elect to make this Policy void and keep the premium. This means treating the Policy as if it had not existed and that the **COMPANY** will not return the **INSUREDS** premium, or
- (b) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **COMPANY** would not have provided cover had the **INSURED** made a fair presentation, then the **COMPANY** can elect to make this Policy void and return the **INSUREDS** premium or
- (c) if the failure to make a fair presentation of the risk is not deliberate or reckless and the **COMPANY** would have issued cover on different terms had the **Insured** made a fair presentation of the risk then the **COMPANY** can:
 - (i) reduce proportionately any amount paid or payable in respect of a claim under this Policy using the following formula. The **COMPANY** will divide the premium actually charged by the premium which we would have charged had the **INSURED** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - (ii) treat this Policy as if it had included the different terms (other than payment of the premium) that the **COMPANY** would have imposed had the **INSURED** made a fair presentation.
- (d) Where the **COMPANY** elect to apply one of the above then
 - (i) If the **COMPANY** elect to make this Policy void, this will be from the start of the Policy, or the date of variation or from the date of renewal.
 - (ii) The **COMPANY** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the Policy, or the date of variation or from the date of renewal
 - (iii) The **COMPANY** will treat the Policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

2 REASONABLE PRECAUTIONS is deleted and replaced by

2 REASONABLE PRECAUTIONS

The **INSURED** must take reasonable steps to

- (a) prevent or protect against injury, loss or damage
- (b) keep your premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- (c) remedy any defect or any danger that becomes apparent, as soon as possible.

If required by the **COMPANY**, the **INSURED** must allow access to the premises and/or activities of your business to carry out inspection or survey. The **INSURED** must complete any risk improvements that the **COMPANY** ask for, within a reasonable period of time advised by the **COMPANY**.

The **COMPANY** will not pay your claim where the **INSURED** have not complied with this condition.

4 ALTERATION OF RISK is deleted and replaced by

4. CHANGE IN RISK CONDITION

The **INSURED** must tell the **COMPANY** 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 the Schedule as the **INSURED**
- 3 to the information you provided to the **COMPANY** previously or any new information that increases the risk of loss as insured under any section of this Policy.

This Policy will come to an end from the date of the change unless the **COMPANY** agree in writing to accept an alteration.

The **COMPANY** do not have to accept any request to vary this Policy. If the **INSURED** wish to make any alteration to this Policy they must disclose any change to the information they previously provided or any new information that could affect this insurance.

If the **COMPANY** accept any variation to this Policy, an increase in the premium or different terms or conditions of cover may be required by the **COMPANY**.

11 DISHONESTY is deleted and replaced by

11 FRAUD

The **INSURED** and anyone acting for the **INSURED** must not act in a fraudulent way.

If the **INSURED** or anyone acting for the **INSURED**:

- (a) knowingly makes a fraudulent or exaggerated claim under the Policy;
- (b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- (c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

The **COMPANY** will:

- (a) refuse to pay the claim;
- (b) declare the policy void from the date of the fraudulent act without any refund of premiums.

The **COMPANY** may also inform the police of the circumstances.

16 LAW GOVERNING THE POLICY is replaced by:

The **INSURED** and the **COMPANY** can choose the law which applies to this **POLICY**. The **COMPANY** propose that the Law of England and Wales apply. Unless the **COMPANY** and the **INSURED** agree otherwise, the Law of England and Wales will apply to this **POLICY**.

19 CONDITIONS PRECEDENT AND WARRANTIES is deleted

20 CANCELLATION is deleted and replaced by

- (a) The **INSURED** may cancel the Policy within 14 days of receiving the Policy in the first Period of Insurance if for any reason you are dissatisfied or the Policy does not meet your requirements.

- (b) The **INSURED** may cancel the Policy at any time if the business is sold by the **INSURED** or they cease trading or sell all the property insured shown in the schedule.
- (c) The **COMPANY** can cancel the Policy
 - (i) at any time by giving 30 days written notice to the Insureds last known address
 - (ii) immediately, without giving the Insured notice if the premium has not been paid to the Company.

Where the Policy is cancelled in accordance with any of the above provisions, the **COMPANY** will refund part of the premium paid, proportionate to the unexpired Period of Insurance following cancellation, provided that no claim has been paid or is outstanding in the current Period of Insurance. Cancellation of the Policy will not affect any claims or rights the **INSURED** or we may have before the date of cancellation.

The **COMPANY** do not have to offer renewal of the policy and cover will cease on the expiry date.

The following condition is added:

23 SANCTIONS

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your Policy that the **COMPANY** will not provide cover, or pay any claim or provide any benefit under the policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **COMPANY**, or its 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 15 – GENERAL EXCLUSIONS

The following exclusions are deleted and replaced by:

1 NUCLEAR RISKS

- (a) Loss, damage or destruction 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.

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

2 WAR RISKS

The **COMPANY** 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.

6 FRAUD DISHONESTY OR CRIMINAL ACTS

- (a) loss damage or destruction by fraud forgery or deception
- (b) theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSUREDS** family or any other person lawfully at the premises is concerned as principal or accessory
- (c) any liability directly or indirectly contributed to or caused by any act or omission of any **PARTNER** or **DIRECTOR** of the **INSURED** which is dishonest fraudulent criminal or malicious other than an act or omission giving rise to a criminal prosecution in respect of which cover is afforded under the Policy

11 TERRORISM

The **COMPANY** will not cover the **INSURED** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- a) In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - i. any act of **TERRORISM**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- b) In Northern Ireland
 - i. any act of **TERRORISM**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of **TERRORISM**
 - iii. riot, civil commotion and (except for **DAMAGE** or interruption to the business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where The **COMPANY** state that any loss, damage, cost or expense is not covered by this section it will be the **INSUREDS** responsibility to prove that they are covered.

This General Exclusion does not apply to the Employers' Liability and Public and Products Liability Sections.

12 DATE/RECOGNITION/DISCONTINUITY EXCLUSION is deleted

13 VIRUS OR SIMILAR MECHANISM OR HACKING is replaced by:

13 ELECTRONIC RISKS

The **COMPANY** will not cover the Insured for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- (a) damage to or the destruction of any **COMPUTER SYSTEMS**; or
- (b) any alteration, modification, distortion, erasure or corruption of **DATA**

in each case whether the **INSUREDS** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **A VIRUS OR SIMILAR MECHANISM** or **HACKING** or **PHISHING** or **DENIAL OF SERVICE ATTACK**.

The **COMPANY** will cover subsequent **DAMAGE** which is covered by this section, which itself results from a **DEFINED PERIL** covered by this section, except for damage caused by malicious persons other than thieves.

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

The following exclusions are added:

14 ASBESTOS

Except as otherwise provided by Extension 17 "ACCIDENTAL RELEASE OF ASBESTOS (CLAIMS MADE) cover" of Public and Products Liability Section, the **COMPANY** 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**.

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

15 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 20 – EMPLOYERS LIABILITY SECTION

LIMIT OF INDEMNITY is replaced by:

The maximum amount the **COMPANY** will pay under this Section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable

to one original source or cause inclusive of all damages, claimants' costs and expenses and your costs and expenses shall not exceed:

- a in respect of **TERRORISM**, £5,000,000
- b in respect of all claims other than by **TERRORISM**, the Employers' Liability Limit of Indemnity shown on the Schedule for this Section.

If the **COMPANY** allege that by reason of the **TERRORISM** limitation any **INJURY**, cost or expense is not covered or is covered only up to the **TERRORISM** Limit of Indemnity of £5,000,000, the burden of proving the contrary shall be upon the **INSURED**.

Where more than one party is entitled to indemnity under this Section, our total combined liability to all parties shall not exceed the applicable Limit of Indemnity shown in a or b above.

Page 24 – PUBLIC LIABILITY SECTION

LIMIT OF INDEMNITY is deleted and replaced by:

The maximum amount the **COMPANY** will pay under this Section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause shall not exceed:

- a in respect of **TERRORISM**, £2,000,000 or the Public and Products Liability Limit of Indemnity shown on the Schedule for this Section whichever is lower
- b in respect of all claims other than by **TERRORISM**, the Public and Products Liability Limit of Indemnity shown on the Schedule for this Section.

In respect of liability caused by or arising out of **PRODUCTS**, the Limit of Indemnity shown on the Schedule is also the maximum amount we will pay during any Period of Insurance.

Where liability arises out of or in connection with **TERRORISM**, the **COMPANYS** maximum liability inclusive of all damages, claimants' costs and expenses and your costs and expenses shall not exceed £2,000,000 or the Public and Products Liability Limit of Indemnity shown on the Schedule for this Section whichever is lower.

If the **COMPANY** allege that by reason of the **TERRORISM** limitation any loss, destruction, damage, cost or expense is not covered or is covered only up to the **TERRORISM** Limit of Indemnity above, the burden of proving the contrary shall be upon the Insured.

Where more than one party is entitled to indemnity under this Section, our total combined liability to all parties shall not exceed the applicable Limit of Indemnity shown in a or b above.

Page 24 – PUBLIC LIABILITY SECTION EXCLUSIONS

10 DATA RECOGNITION/DISCONTINUITY IS DELETED

12 ASBESTOS IS DELETED

The following exclusion is added

14 CYBER AND DATA

This Section does not indemnify the **INSURED** 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 **INJURY**
 - ii. for physical **DAMAGE** to material property
 - iii. under Extension **11 DATA PROTECTION ACT 1998** cover of this section.

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 29 PUBLIC LIABILITY SECTION EXTENSIONS

The following extension is added:

17 ACCIDENTAL RELEASE OF ASBESTOS (CLAIMS MADE) COVER

The **COMPANY** will cover the amount of damages which the **INSURED** are legally liable to pay in respect of a claim first made against the **INSURED** and notified to the **COMPANY** during the Period of Insurance arising from the accidental and unplanned release of **ASBESTOS**.

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

The **COMPANY** 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 the **INSURED** have disposed of
 - ii. owned, leased, let, rented, hired or lent to the **INSURED**
 - iii. for which the **INSURED** have any statutory duty to manage **ASBESTOS**.
 - d) for any incident known to the **INSURED** or for which the **INSURED** should have been aware before the start of this cover
- 2) the greater of £1,000 or the amount of **EXCESS** stated in the Schedule in respect of loss or damage to property caused by or arising from **ASBESTOS**.

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

The following additional conditions apply to this section.

1. If the **INSURED** 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 the **INSURED** discover any materials that are known or suspected to be **ASBESTOS** prior to or in the course of any work, process or other operation, the **INSURED** 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. the **INSURED** 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 the **INSURED** do not comply with these conditions the **INSURED** will not be covered and the **COMPANY** will not make any payment in respect of a claim.
3. discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
5. the **Insured** 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.
6. If the **Insured** do not comply with these conditions the **Insured** will not be covered and the **Company** will not make any payment in respect of a claim.