

Excess Liability

For the Security & Fire Protection industry



Schedule

Policy Number	SFXS0001968		
Broker	Plymouth Ins. Brokers Ltd t/as P I B Insurance Management	Contact	Valerie Cashmore
Insured	Universal Fire and Security Ltd and as per underlying Insurer schedule		
Insured's Address	34 Sisna Park, Estover, Plymouth, PL6 7FH		

Business	Security & Fire Protection and as per underlying QBE schedule		
Period of Insurance	11/05/2025 to 10/05/2026 Both dates Inclusive local standard time at the Insured's address stated above This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the Insurer and the Insured		
Insurer	AXA XL Insurance Company UK Limited Pursuant to Agreement Number / Unique Market Reference Number B0334SC3342022300		
Wording	Sutton Excess Combined Liability Insurance SXCL 02/22		

Limit(s) of Liability

Public and Product Liability		
Limit of Liability	£5,000,000	each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance but limited to any one Period of Insurance in respect of the Products Liability
Underlying Limit of Liability	£5,000,000	each and every Insured Event or series of Insured Events arising from an originating cause in the Period of Insurance but limited to any one Period of Insurance in respect of the Products Liability

Employers' Liability		
Limit of Liability	Not Operative	each and every Insured Event inclusive of defence costs and claimant's costs and other expenses.
Underlying Limit of Liability	Not Operative	each and every Insured Event inclusive of defence costs and claimant's costs and other expenses.

Motor Third Party Property Damage Liability		
Limit of Liability	Not Operative	each and every Insured Event .
Underlying Limit of Liability	Not Operative	each and every Insured Event .



Underlying Insurance

Underlying Insurers for Public and Product Liability

QBE UK Limited	Limit of Liability	£5,000,000	Policy Number	10002075SF
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Underlying Insurers for Employers' Liability

Not Applicable	Limit of Liability	Not Applicable	Policy Number	Not Applicable
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Underlying Insurers for Motor Third Party Property Damage Liability

Not Applicable	Limit of Liability	Not Applicable	Policy Number	Not Applicable
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Premiums

Premium Payable at Inception	£575.01
Insurance Premium Tax at 12%	£69.00
Total Payable at Inception	£644.01

Endorsements

Communicable Disease Exclusion SXSSL 004 CDE/XS. See below for full wording.

Notification of Claims and Circumstances to

Claims Department
AXA XL Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG

E-mail: ukliabilityclaims@axaxl.com

Signed:

Sean McGovern
Director
On behalf of AXA XL Insurance Company UK Limited

Date: 30th April 2025

Coverholder Declaration

Coverholder	Sutton Specialist Risks Ltd
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The Coverholder is acting as an agent for the Underwriters pursuant to the terms of a Binding Authority Agreements and the Coverholder receives a profit commission from Underwriters under the Binding Authority Agreement, details of which commission shall be provided to the Client upon request.



Endorsement

Excess Liability Insurance

This **Endorsement** attaches to and forms part of Policy Number: SFXS0001968

In the name of: Universal Fire and Security Ltd

The following is to apply to any/all cleaning activities.

Communicable Disease Exclusion

SXSG 004 CDE

This policy does not apply to or include cover for or arising out of or relating to:

- (a) any **Communicable Disease** (actual, threatened, perceived or suspected); or
- (b) any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to the loss.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at the **Premises** that is/are possibly infected with a **Communicable Disease** or is/are actually infected with a **Communicable Disease** shall not constitute loss or damage, whether physical or otherwise.

This exclusion does not apply to the Employers' Liability Section.

For the purposes of this **Endorsement**, **Communicable Disease** means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.

All other terms and conditions remain unaltered.

Other Endorsements

Excluded Class(es) of Business and Coverage(s)

The following shall not be bound other than where specifically provided for in the Schedule:

war and civil war risks;

nuclear risks;

financial guarantee, financial default, bankruptcy or insolvency risks;

master policies issued to a group, association, organisation or club for the benefit of its members under a group or mass



marketed programme;

AXA XL Sanctions and Arms Watchlist

AXA XL SANCTIONS AND ARMS WATCHLIST

(LAST UPDATED DECEMBER 2022. FOR USE BY THIRD PARTIES AUTHORISED TO UNDERWRITE OR PAY CLAIMS ON BEHALF OF AN ENTITY IN THE AXA XL DIVISION)

Prior approval from AXA XL's Legal & Compliance team is required for all transactions having any connection to or associated with:

(A) The **following countries** :

AFGHANISTAN
BELARUS
CUBA
IRAN
MYANMAR
NORTH KOREA
RUSSIA
SYRIA
UKRAINE (INCLUDING THE REGIONS OF CRIMEA INCLUDING SEVASTOPOL; DONETSK; AND LUHANSK)
VENEZUELA

(B) regardless of territory/location, any connection to **ARMS OR MILITARY EQUIPMENT**, including **DUAL USE ITEMS** (goods, software, technology and other items which can be used for both civil and military applications)

In the case of a claim, the requirement for approval from an AXA XL sanctions contact is triggered as soon as the claims adjuster is aware that the claim involves one of the above watchlist countries and has sufficient basic information about the circumstances of the loss (to allow an assessment of the sanctions risk to take place).

Please direct all requests or queries through Sutton Specialist Risks Ltd at info@ssr.co.uk or 0117 9300100

See our AXA XL Code for Representatives (which can be found at <https://axaxl.com/-/media/axaxl/files/pdfs/about-us/corporate-responsibility/axa-xl-code-for-representatives.pdf>) and the terms of our written agreement for more information concerning sanctions and due diligence.

Notification of Claims and Circumstances to

Claims Department
AXA XL Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG

E-mail: ukliabilityclaims@axaxl.com

Signed:

Sean McGovern
Director
On behalf of AXA XL Insurance Company UK Limited

Date: 30th April 2025



STATEMENTS OF FACT for risk number: SFXS0001968

Dated: 25th April 2025

Applicant: Universal Fire and Security Ltd

IMPORTANT INFORMATION FOR YOU

Please read the following information carefully as it is a record of the information given by **You** and/or **Your** behalf. This information has been used to decide the premium to charge **You** and the terms on which to provide cover to **You**. If the information is correct, to the best of **Your** knowledge and belief, **You** need take no further action. However, if any of the following details appear to be incomplete or incorrect, please contact **Us** as soon as practicably possible. **You** will be advised of any changes to **Your** policy, or to the premium payable and will be issued with a replacement Statement of Facts. Providing the information, contained in this document is accurate and correct, **You** should retain this document and keep it in a safe place.

YOU CAN CONFIRM THAT

You are domiciled / registered in the United Kingdom, Isle of Man or the Channel Islands	Yes
You do not undertake rail work within 5 metres of a rail track	Yes
You do not undertake close protection work	Yes
You have no airport airside liability exposures	Yes
You do not undertake work with the use of firearms	Yes
You have a primary policy in force with QBE UK Limited or QBE Europe SA/NV or QBE Insurance (Europe) Ltd for public and products liability	Yes

YOU CAN CONFIRM THAT

After full enquiry all paid or outstanding claims total less than £250,000 in any one period from the ground up, in respect of the last 5 years	True
After full enquiry You are NOT aware of any fraud, dishonesty, bankruptcy or administration order applicable to any past or present partner, principal, director or employee	True
After full enquiry You have NOT had a proposal for similar insurance declined in the past, or had a similar insurance cancelled or renewal refused or had special terms imposed by other insurers.	True
If any of the above are "False" details are provided here:	

Not Applicable



Policy Wording

Sutton Excess Combined Liability Insurance



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Policy

1. Introduction

This policy is administered by **SSR** under a facility granted by **Us**.

This policy consists of the **Schedule**, Operative Clause, Definitions, Exclusions and Conditions and Endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary

You should contact **SSR** through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

1.1 Accessibility

Upon request **SSR** can provide audio or large print versions of the policy and the associated documentation including the Summary of Insurance document. If **You** require an alternative format **You** should contact **SSR** through whom this policy was arranged.

1.2 Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, “**we**”, “**us**” or the “**Insurer**”) collect and use the personal information of insureds, claimants and other parties (“**you**”) when **we** are providing **our** insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this policy, will be used by the **Insurer** for the purposes of determining **your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer **your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact: dataprivacy@axaxl.com



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We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **we** process **your** personal information, please see **our** full privacy notice at: <http://axaxl.com/privacy-and-cookies>

1.3 Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.4 Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

1.5 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or Endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

1.6 Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **Us** in writing within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of**

Insurance; whichever is the later.

A full refund of any premium paid will be made unless **You** have made a **Claim** in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long



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the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

(c) **Our Right to Cancel**

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

1.7 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** fourteen (14) days' notice that **We** are terminating this policy; or



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- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy

in accordance with the Cancellation and Cooling-Off Period Provisions..

1.8 Changes We Need to Know About

You must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You**

have provided to **Us** which happen before or during any **Period of Insurance**.

When **We** are notified of a change, **We** will tell **You** if this affects **Your** policy. For example, **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change, it may affect any **Claim** **You** make or could result in **Your** insurance being invalid.

1.9 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and.
- (ii) **We** need not return any of the premium paid.

1.10 Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.11 Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch



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20 Gracechurch Street London
EC3V 0BG

Telephone Number: 020 7743 8487

E-mail: axaxlukcomplaints@axaxl.com

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 0500
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

1.12 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: <https://www.fscs.org.uk/>

1.13 Regulatory Information

(a) AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 423308.)

Registered Office: 20 Gracechurch Street, London, EC3V 0BG
Registered in England: Company Number 5328622

(b) Sutton Specialist Risks Limited

Sutton Specialist Risks Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 306946.)



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Registered Office: Bull Wharf, Redcliff Street, Bristol, BS1 6QR Registered in
England: Company Number 02409309

Email: info@ssr.co.uk

Telephone: 0117 9300100

Further details can be found on the Financial Services Register at www.fca.org.uk

(c) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland. 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.



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2 Operative Clause

In consideration of the payment of the premium stated in the **Schedule**, the **Insurer** will cover the **Insured** against their legal liability to pay damages or compensation for or arising out of any **Insured Event** covered by the **Underlying Insurance** and in the manner and to the extent stated herein.

When a loss is notified under the **Underlying Insurance** such that the loss falls within the period of the **Underlying Insurance**, that date is determinative of whether the loss falls within the **Period of Insurance**.

Except as otherwise provided in this policy, the terms, conditions and exclusions of the **Underlying Insurance** which applied at the time of the **Insured Event** for which cover is sought under this policy shall also be applicable unless they conflict with any of the terms of this policy, including the **Schedule**, in which case the terms of this policy shall prevail.

The **Insurer** will cover the **Insured** either:

- (a) up to the Limit of Liability stated in the **Schedule** for all damages or compensation including costs, fees and expenses where the **Underlying Insurance** provides for costs and expenses to be inclusive of the **Underlying Limit**; or
- (b) up to the Limit of Liability stated in the **Schedule** for all damages or compensation with costs, fees and expenses payable in addition where the **Underlying Insurance** provides for costs and expenses to be in addition to the **Underlying Limit**. The liability of the **Insurer** for such costs, fees and expenses shall be limited to that proportion which the amount payable under this policy, excluding such costs, fees and expenses, bears to the total sum payable under all contributing policies, excluding such costs, fees and expenses;

provided always that:

- (i) liability under this policy shall not attach unless and until the **Underlying Insurers** have paid or have admitted liability or have been held liable to pay the **Underlying Limit** and the **Insured** has been adjudged liable to pay a sum which exceeds the **Underlying Limit**.
- (ii) if the **Underlying Insurers** exercise a right under their policies to pay the **Underlying Limit** and are liable only for costs, fees and expenses incurred up to the time of such payment then the **Insurer** will only pay that proportion of the costs, fees and expenses for which it would have been liable had the **Underlying Insurers** not exercised that right.
- (iii) in the event of exhaustion of any aggregate **Underlying Limit** whether partial or total by reason of claims paid, or which they have been held liable to pay, the **Insurer** shall:
 - (1) in the event of partial exhaustion provide cover in excess of the reduced aggregate **Underlying Limit**; or
 - (2) in the event of total exhaustion continue this policy in force as the **Underlying Insurance**
subject to the terms and conditions of this policy.



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- (iv) where the **Underlying Insurance** is not concurrent with this policy and the aggregate limit of the **Underlying Insurance**, if any, has been eroded before this policy inception, the **Insurer** will accept the erosion only where it has been previously advised to the **Insurer**. In any case, the aggregate limit of this policy, if any, will continue to apply.
 - (v) any decision of the **Underlying Insurers** to accept a claim ex-gratia or without the prior written acceptance of the **Insurer**:
 - (1) shall not be binding on the **Insurer**;
 - (2) shall not operate to erode any aggregate **Underlying Limit**.
 - (vi) any action or decision of the **Underlying Insurers** which prejudices the **Insurer** in the conduct or settlement of any claim under this policy shall not be binding on the **Insurer**.

This policy shall not apply to any coverage provided by the **Underlying Insurance** for which a separate sub-limit applies for an amount less than the **Underlying Limit**. A "separate sub-limit" for the purposes of this clause means a cover, referred to in the Limit of Liability stated in the **Schedule**:

- (1) for which the **Underlying Insurers'** limit of liability is less than the **Underlying Limit**, whether aggregate or not; or
- (2) to which an aggregate limit of liability applies in the **Underlying Insurance**, but in respect of which a loss payment will not contribute to the erosion of any aggregate limit specified as the **Underlying Limit**.

This policy shall not apply to any coverage provided by the **Underlying Insurance** for which a sub-limit applies for an amount less than the **Underlying Limit** of Liability stated in the **Schedule**. However, in the event of the exhaustion of the **Underlying Limit**, this policy will provide insurance in respect of the cover provided by the sub-limit to the extent that the sub-limit has not been eroded by a covered loss. A "sub-limit" for the purposes of this clause means a cover, not referred to in the Limit of Liability stated in the **Schedule**, in respect of which a loss payment will contribute to the erosion of any aggregate limit specified as the **Underlying Limit**, including any insurance cover which does not require a **Claim** by a third party to have been made against the **Insured**.

This policy shall not apply to any coverage provided by the **Underlying Insurance** for which an unlimited amount of cover or any unlimited insurance period applies, nor shall any payment in respect to such coverage operate to reduce the attachment point of this policy through an erosion of any aggregate limit of liability of the **Underlying Insurance**.

Where the **Underlying Insurance** is subject to an aggregate Limit of Liability that is greater than its each and every **Claim** limit, no provision of the **Underlying Insurance** shall operate to make the **Insurer** liable before the full amount of the **Underlying Insurance's** aggregate limit has been exhausted except where and to the extent a single loss has exceeded the each and every **Claim** Limit of Liability applicable to the **Underlying Insurance**.



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3 Definitions

- 3.1 **"Claim"** shall have the same meaning as defined in the **Underlying Insurance** or, if not defined in the **Underlying Insurance**, shall mean:
- (a) a written demand for damages or other remedy made by a third party in accordance with the laws of the **United Kingdom**; or
 - (b) where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within the **United Kingdom**; or
 - (c) an award made by a competent court or tribunal anywhere in the world to enforce a judgement, award or settlement made in accordance with the laws of or under the jurisdiction of the **United Kingdom**.
- 3.2 **"Computer System"** means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.
- 3.3 **"Insured / You / Your"** means the person, persons or corporate body or other entity named in the **Schedule** and as covered by the **Underlying Insurance** but excluding any entity registered under the laws of the United States of America or Canada or domiciled or operating in those countries.
- 3.4 **"Insured Event"** means
- (a) in respect of Public and Product Liability:
 - (i) bodily injury to or death, disease or illness of any person;
 - (ii) loss of or damage to property;
 - (iii) any other event in respect of which the **Insurer** has agreed to provide cover;;
all as more specifically defined in the **Underlying Insurance**.
 - (b) in respect of Employers' Liability:
 - (i) bodily injury sustained by an employee arising out of and in the course of employment by the **Insured** in the business stated in the **Schedule**;
 - (ii) any other event in respect of which the **Insurer** has agreed to provide cover;
all as more specifically defined in the **Underlying Insurance**.
 - (c) in respect of Motor Third Party Property Damage Liability, accidental damage to property caused by and arising out of the ownership, possession or operation by the **Insured** of vehicles.
- 3.5 **"Insurer / We / Us"** means AXA XL Insurance Company UK Limited
- 3.6 **"Period of Insurance"** means the period stated in the **Schedule**.
- 3.7 **" Underlying Insurance**, shall mean:
- (a) any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for



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example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property; and

- (b) any loss, damage or bodily injury directly or indirectly caused by or arising from the above.

- 3.8 "**Schedule**" means the document entitled **Schedule** that relates to and forms part of this policy.
- 3.9 "**SSR**" means Sutton Specialist Risks Limited.
- 3.10 "**Underlying Insurance**" means the primary policy and all policies providing cover in excess of the primary policy up to the Underlying Limit of Liability stated in the **Schedule**.
- 3.11 "**Underlying Insurers**" means the primary policy insurer and all insurers providing cover in excess of the primary policy insurer up to the Underlying Limit of Liability stated in the **Schedule**.
- 3.12 "**Underlying Limit**" means the amount(s) stated in the **Schedule** as the limit(s) of liability applicable to the **Underlying Insurance**
- 3.13 "**United Kingdom**" means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.



Policy

4. Policy Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

4.1 Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

4.2 Cyber

any actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to the **Insured**, including for example any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- (a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- (b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- (c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any **Computer System** or any data by any person or group of persons.

4.3 Data Protection

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules, law or legislation including for example the Data Protection Act 2018, whether the liability of the **Insured** arises directly or indirectly.

4.4 Contractual Liability and Liquidated Damages etc

- (a) liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions;
- (b) any award of punitive, aggravated or exemplary damages, whether as fines or penalties or multiplication of compensatory awards or damages or in any other form.

4.5 Nuclear and War

any of the following:

- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, civil war, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- (c) discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

4.6 Radioactive Contamination



Policy

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.



Policy

5. Policy Conditions

5.1 Assistance and Co-operation

The **Insured** and any person insured must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or his representative may request. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety or reduce the amount of **Claim** payable in respect of which the **Insured** or any person insured fails to do so.

5.2 Claim Notification

The **Insured** must give to the **Insurer** notice in writing to the Notification Address set out below as soon as practicably possible, and at the latest within thirty (30) days, after becoming aware of the happening of any **Insured Event** or a **Claim** being made against the **Insured**, or any circumstance which may give rise to a **Claim**, which is likely to involve an amount in excess of 75% of the **Underlying Limit**.

The **Insurer** shall be entitled to and shall, upon request of the **Insured**, be given the right to full co-operation with the **Underlying Insurers** in their conduct in the defence or settlement of any **Claim** in excess of 75% of the **Underlying Limit**.

Upon the **Insured** or **Insurer** becoming aware of the happening of any **Insured Event** or a **Claim** being made against the **Insured**, or any circumstance which may give rise to a **Claim**, which is likely to involve an amount in excess of 75% of the **Underlying Limit**, the **Insurer** shall be entitled, but not obligated, to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any claim for compensation or damages or otherwise and shall have full discretion in the conduct of any proceedings. The **Insurer**, however, shall not defend a **Claim** against the wishes of the **Insured** unless a King's Counsel to be mutually decided upon by the **Insurer** and the **Insured** and whose expenses shall be assumed by the **Insurer** shall advise that such proceedings can be contested with a likely prospect of success.

Notification Address:

Claims Department
AXA XL Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG

The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety or reduce the amount of **Claim** payable if such notice is not received.

5.3 Documents Relevant to a Claim

The **Insured** or any person insured must ensure that all documents relevant to any **Claim** and any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety or reduce the amount of **Claim** payable if the **Insured** or any person insured fails to do so.

5.4 Following Form



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This policy is subject to the same terms and conditions (except as regards to the premium, settlements, limits of liability and as otherwise provided herein to the contrary) as the **Underlying Insurance** at the inception of this policy. No amendment to the **Underlying Insurance** for which an

additional premium or rate is charged during the **Period of Insurance** shall be effective in extending the scope of this policy without the written acceptance of the **Insurer**.

The **Insurer** shall not be bound by any provision of the **Underlying Insurance** in relation to any:

- (a) renewal agreement or extension of period;
- (b) long term agreement;
- (c) extended reporting period option exercisable by either party;
- (d) no or low claims or good experience bonus;
- (e) arbitration agreement or choice of law or jurisdiction clause; or
- (f) duty to defend provision;

unless the explicit prior consent of the **Insurer** is obtained in writing.

5.5 Incurring of Costs

In the event of a **Claim** arising to which the **Insurer** may be liable to contribute, no costs, fees or expenses shall be incurred on its behalf without its written consent being first obtained and if it so consents it shall contribute to the said costs, fees or expenses on the basis stated in the Operative Clause. If, however, a settlement of the **Claim** is practicable prior to taking the case into court, whether by compromise or otherwise, for a sum not exceeding the **Underlying Limit**, no costs, fees or expenses shall be payable by the **Insurer**. No settlement of any **Claim** by agreement shall be effected by the **Insured** for a sum in excess of the **Underlying Limit** without the written consent of the **Insurer**.

5.6 Insolvency

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the **Insured** and/or any insurer shall not operate to:

- (a) reduce or exhaust the **Underlying Limit**; or
- (b) increase the **Insurer's** liability under this policy.

5.7 Maintenance of Underlying Insurance

The **Underlying Insurance** shall be maintained in full effect during the **Period of Insurance** except for any reduction of any aggregate **Underlying Limit** solely by payment of **Claims** by the **Underlying Insurers**.

5.8 Non-Admission of Liability

No admission, offer, promise or payment is to be made or given by or on behalf of the **Insured** or any person insured without the written consent of the **Insurer**. The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety or reduce the amount of **Claim** payable if any such admission, offer, promise or payment is made.

5.9 Recoveries



Policy

All recoveries or payments recovered or received subsequent to payment of a loss under this policy shall be applied as if recovered or received prior to such payment and all necessary adjustments shall then be made between the **Insurer**, the **Underlying Insurers** and the **Insured**. The **Insurer** will contribute its share and no more of the costs of any recovery in the proportion of the benefit it has received from the recovery.