



Notice to Policyholders

There are some important changes to your policy which will be effective from your renewal date. These are shown below. Please ensure that you read these changes in conjunction with your policy wording.

The contract of insurance

Law Applicable

This contract is written in English and all communications about it will be in English. Unless We have agreed otherwise this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

General Data Protection Regulation

Who We are

We are the Lloyd's underwriter(s) identified in this contract of insurance.

The basics

We collect and use relevant information about You to provide You with Your insurance cover or the insurance cover that benefits You and to meet Our legal obligations.

This information includes details such as Your name, address and contact details and any other information that We collect about You in connection with the insurance cover from which You benefit. This information may include more sensitive details such as information about Your health and any criminal convictions You may have.

In certain circumstances, We may need Your consent to process certain categories of information about You (including sensitive details such as information about Your health and any criminal convictions You may have). Where We need Your consent, We will ask You for it separately. You do not have to give Your consent and You may withdraw Your consent at any time. However, if You do not give Your consent, or You withdraw Your consent, this may affect Our ability to provide the insurance cover from which You benefit and may prevent us from providing cover for You or handling Your claims.

The way insurance works means that Your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose Your personal information in connection with the insurance cover that We provide and to the extent required or permitted by law.

Other people's details You provide to us

Where You provide us or Your broker with details about other people, You must provide this notice to them.

Want more details?

For more information about how We use Your personal information, please see Our full privacy notice which is available on Our website (and in other formats on request): www.axiscapital.com/who-We-are/about-axis/privacy-policy

Contacting us and Your rights

You have rights in relation to the information We hold about You, including the right to access Your information. If You wish to exercise Your rights, discuss how We use Your information or request a copy of Our full privacy notice, please contact us at:

Address: The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF

Email: dpo@axiscapital.com

Phone: 0207 877 3907

Policy definitions

Declared Value

Your assessment of the cost of reinstatement of the property insured at the level of costs at the inception of the **Period of Insurance** providing allowance for:

- a. the additional cost of reinstatement to comply with the stipulations defined in
 - i. Act of Parliament
 - ii. Bye-Laws of any public authority
- b. professional fees
- c. debris removal costs

Section four: Liability

Where section one: Buildings and/or section two: Contents is shown as covered in the schedule, the insurance will include Your liability as owner of the Building

For the purpose of this section, bodily injury will include death and disease unless specifically excluded elsewhere.

Data Protection Act 1998

We will cover The Insured in respect of

1. legal fees and defence costs
2. legal liability for compensation to an individual

who is the subject of personal data The Insured holds and who suffers Damage or distress caused by

- i. inaccuracy of data
- ii. loss of the data

iii. unauthorised destruction or disclosure of the data

iv. arising from proceedings brought against The Insured under the Data Protection Act 2018 and/or General Data Protection Regulation

arising from proceedings brought against The Insured under section 13 of the Data Protection Act 1998

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000

Excluding:

We will not provide cover in respect of

1.
 - a. personal injury other than as provided by this clause
 - b. Damage to property
 - c. any claim(s) arising as a result of Your fraudulent act, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
 - d. libel, slander or defamation
2. indirect losses
3. liability
 - a. as a result of You having authorised the destruction or disclosure of the data
 - b. which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
4. any fine or statutory payment
5. liability which arises solely by reason of the terms of any agreement
6. liability in respect of **Liquidated Damages** or under any penalty clause
7. legal costs or expenses or financial losses in respect of any order
 - a. for rectification or erasure of data
 - b. requiring the data to be supplemented by any other statements
8. proceedings relating to compensation for any
 - a. employee if the employers Liability Section is not in force
 - b. third party if the Public and Products Liability Section of this policy is not in force

General exclusions

1. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
3. Loss of value after We have made a claim payment
4. Pressure waves from aircraft and other flying objects at or above the speed of sound
5. Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the Period of Insurance

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from Your fixed domestic water or heating systems

6. Cyber Act

Any:

- i. 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; or

- ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount relating to the value of such Data.

but this will not exclude subsequent loss or damage which itself results from a cause which is not otherwise excluded.

This exclusion supersedes any other wording in the policy or any endorsement having a bearing on a Cyber Act, Cyber Incident or Data and if in conflict with such wording, replaces it.

If We allege that by reason of this exclusion that a loss is not covered by this policy, the burden of proving the contrary will fall upon You.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will continue in full force and effect.

Definitions applicable to this exclusion:

A. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, 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, owned or operated by You or any other party.

B. Cyber Act means:

- i. a deliberate, unauthorised, malicious or criminal act;
- ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
- iii. any threat or hoax relating to i and/or ii above,

regardless of time and place, involving access to or the processing, use or operation of any Computer System.

C. Cyber Incident means:

- i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any Computer System; or
- ii. 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.

D. Data means 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.

12. Despite anything to the contrary in your contract of insurance, we will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which: is notifiable to the government or a local authority under any law, order, act or statute; and/or is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization.

or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

12. Despite anything to the contrary in your contract of insurance, we will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which: is notifiable to the government or a local authority under any law, order, act or statute; and/or is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization.

General Conditions

Severability of Interest

Applicable to all Sections other than the Employers Liability Section and Property Owners Liability Section in respect of which the Cross Liabilities clause shall apply. If The Insured comprises more than one party each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the Loss Limit, Total Sum Insured, Sum Insured, Limits of Liability, any other limit of liability and/or any amount payable stated in The Schedule or elsewhere in this policy(as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

(1) The insurer named on the schedule as one party

and

(2) The Insured as the other party

1. Fraudulent claims

You must not act in a fraudulent way. If You or anyone acting for You:

- . makes a claim under the policy, knowing the claim is false or exaggerated in any way
- . makes a statement to support a claim, knowing the statement is false
- . submits a document in support of a claim knowing the document to be forged or false in any way
- . makes a claim for any loss or Damage which You knew about or deliberately caused

We:

will not pay the claim and all cover under this policy will cease

will not pay any other claim which has been or will be made under the policy

may at Our option declare the policy cancelled from the date the fraudulent act

may be entitled to recover from You, the amount of any claim We have already paid under the policy since the last renewal date will not return any premiums You have paid

and

may inform the police

9. Your duty to disclose information

1) If, prior to entering into this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.

a) If the breach of the duty of fair presentation is deliberate or reckless:

i) We may avoid the contract, and refuse to pay all claims; and

ii) We need not return any of the premiums paid.

b) If the breach of the duty of fair presentation is not deliberate or reckless, Our remedy will depend upon what We would have done if You had complied with the duty of fair presentation:

i) If We would not have entered into the contract at all, We may avoid the contract and refuse all claims, but must return the premiums paid.

ii) If We would have entered into the contract but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if We so require.

iii) In addition, if We would have entered into the contract but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, We will pay only X% of what We would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

2) If, prior to entering into a variation to this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.

a) If Your breach of the duty of fair presentation is deliberate or reckless:

i) We may, by notice to You, treat the contract as having been terminated from the time when the variation was concluded; and

ii) We need not return any of the premiums paid.

b) If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:

i) If We would not have agreed to the variation at all, We may treat the contract as if the variation was never made, but must in that event return any extra premium paid.

ii) If We would have agreed to the variation to the contract but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so require.

iii) If We would have increased the premium by more than it did or at all, We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We will pay only X% of what We would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

iv) If We would not have reduced the premium as much as We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances We will pay only X% of what We would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

Nothing in these clauses is intended to vary Our position under the Insurance Act 2015.

How to complain

If You wish to make a complaint, please contact:

Portus Underwriting

Birch House

Parklands Business Park

Forest Road

Denmead

Hampshire

PO7 6XP

Telephone: 023 9224 8500

Fax: 023 9224 8799

Email: info@portusunderwriting.co.uk In the event that You remain dissatisfied, it may be possible in certain circumstances for You to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

