



EXCESS OF LOSS INSURANCE (PUBLIC & PRODUCTS LIABILITY)

Policy Wording

Welcome

Welcome to **your** Excess of Loss Insurance (Public & Products Liability) Policy Wording.

This Policy acts as an additional layer of public and/or products liability coverage above the **underlying policies**. The Schedule will confirm which sections of cover apply and the **limit of indemnity** applicable to those sections.

If **you** have any questions about **your** Policy or would like to make any changes to the cover provided, please contact the broker or agent who arranged **your** Policy. They administer **your** Policy on **our** behalf and will be pleased to help.

Certain words and phrases in this document have special meanings. These are highlighted in **bold** and are explained in the 'Definitions' Section of this document.

The Insurance Contract

This Policy Wording, the Schedule and any Endorsements attached to these documents form the contract of insurance between **you** and **us**. They should be read together as if they are one document. In return for the payment of the insurance premium and subject to the terms and conditions of **your** Policy, **we** will provide the cover explained in **your** Policy documentation for the duration of **your** Policy.

Claims Helpline

To make a claim, please contact Phoenix Loss Adjusters at:

Address:

Phoenix Liability Services
Broncoed House
Broncoed Business Park
Mold
Flintshire
CH7 1HP

Tel: 01352 754761.

Email: axisbinders@phoenixliability.co.uk

You can find more information about claims in the 'General Conditions' Section of this document.

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What is Covered

We will pay any sums that **you** become legally liable to pay in respect of an **insured event** which happens during the **period of insurance**.

We will also pay any costs, fees and expenses incurred with **our** prior consent for the defence, handling or settlement of a claim.

All payments are subject to the **limit of indemnity** which is stated in the Schedule.

In respect of any other costs and expenses relating to any matter which forms the subject of a claim, **we** will pay either:

- a) up to the **limit of indemnity** and in excess of the Underlying Limit of Indemnity stated in the Schedule for damages, compensation, costs and expenses where the **underlying policies** provide for such costs and expenses to be included within the Underlying Limit of Indemnity; or
- b) up to the **limit of indemnity** and in excess of the Underlying Limit of Indemnity stated in the Schedule for damages and compensation, with costs and expenses payable in addition where the **underlying policies** provide for such costs and expenses to be payable in addition to the Underlying Limit of Indemnity. **Our** liability is limited to that proportion which the amount payable under this Policy (excluding such costs and expenses) bears to the total sum payable under all contributing policies excluding the said costs and expenses

Provided that:

- 1) **We** will only provide cover in accordance with the terms of the **underlying policies**; subject always to the terms and conditions of this Policy.
- 2) **We** will not provide indemnity under this Policy:
 - a) unless and until the **underlying insurers** have paid or have been held liable to pay the Underlying Limit of Indemnity in full. This applies to each claim or series or combination of claims as expressed in the **underlying policies**; and
 - b) such payment or liability to pay the Underlying Limit of Indemnity relates solely to an **insured event** which happens during the **period of insurance** of this Policy.

- 3) Irrespective of the number of parties entitled to indemnity or the number of claimants, the total amount payable by **us** for any one claim or series or combination of claims will not exceed the **limit of indemnity** and will only be payable in excess of the Underlying Limit of Indemnity.
- 4) In the event that the **underlying insurers** exercise their right to pay the Underlying Limit of Indemnity and only be liable for costs and expenses which they are responsible for up to the time of such payment, **we** will provide indemnity in respect of costs and expenses for which the **underlying insurers** would have been liable had they not exercised that right.
- 5) If any aggregate limit of indemnity in the **underlying policies** is exhausted by reason of claims paid by the **underlying insurers** (or claims which they have been held liable to pay), **we** will:
 - a) in the event of partial exhaustion, provide indemnity in excess of the reduced Underlying Limit of Indemnity; or
 - b) in the event of total exhaustion, continue this Policy in force as the Primary Insurance subject to the terms of this Policy.

What is Not Covered

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

- 1) Asbestos, asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres; or the cost of removing, nullifying or cleaning up asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.
- 2) Any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the threat and/or the use of violence 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 to put the public or any section of the public in fear.

This Exclusion also applies to injury, damage, cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If **we** allege that by reason of this Exclusion any injury, damage, cost or expense is not covered by this Policy, the burden of proving otherwise will be upon **you**.

- 3) War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or the confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- 4) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
- 5) Any judgement, award or settlement made within a country which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), unless **you** have expressly requested that there is no such limitation and accepted the terms offered by **us** to grant such cover.
- 6) Liquidated damages clauses, penalty clauses or performance warranties unless it can be proved that liability would have attached in the absence of such clauses or warranties.

Liquidated damages are specific damages agreed at the time a contract is made which act as compensation in the event of a breach of contract.

- 7) **We** will not cover **you** for any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from:
 - i) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2)
 - ii) Other disease caused by any mutation or variant of SARS-CoV-2;
 - iii) Any novel infectious disease caused by a newly identified agent; or,
 - iv) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above.

This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

- 8) Any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any **PFAS**, such as **any perfluoroalkyl or polyfluoroalkyl substances** for example.

For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any **PFAS**, such as **any perfluoroalkyl or polyfluoroalkyl substances** for example.

If **we** allege that this Exclusion applies to any claim under this **POLICY** the burden of proving the contrary shall be upon you.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- a. perfluorinated methyl group (-CF₃); or
- b. perfluorinated methylene group (-CF₂-).

- 9) If **you** make a fraudulent claim under this insurance, **we**:

- i) will not pay the claim; and
- ii) may recover (from **you**) any sums already paid by **us** in respect of the fraudulent claim; and
- iii) may terminate this insurance from the time of the fraudulent act.

If **we** exercise **our** right under point iii) above:

- iv) **we** will not pay any claim which occurs after the time of the fraudulent act; and
- v) will not return any of the premiums paid.

We will not provide any cover under any circumstances for any loss, damage, liability, claim, fine, penalty, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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**.

This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of **defence costs**).

This endorsement 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 endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary will fall upon **you**.

In the event any portion of this endorsement 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**.

General Conditions

Some of the conditions below are conditions precedent to **our** liability to provide insurance cover under **your** Policy. These will be clearly marked where applicable. Breaching these conditions may affect the cover provided and/or the settlement of any claim.

Underlying Policies

This Policy is subject to all of the terms of the **underlying policies**, unless they conflict with any of the terms of this Policy in which case the terms of this Policy will prevail.

It is a condition precedent to **our** liability under this insurance that the **underlying policies** are maintained in full force and effect during the **period of insurance**. It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition.

Scope of Cover

If the **underlying insurers** require **you** to pay an additional premium or bear any part of a claim by way of an excess or co-insurance, the scope of cover provided by this Policy will not be extended without **our** prior consent.

Notification of a Claim

It is a condition precedent to **our** liability under this insurance that **you** give notice, as soon as practicable, of any claim which could involve more than 25% of the Underlying Limit and provide all information, documentation and assistance that **we** require.

It is a further condition precedent to **our** liability under this insurance that **you** do not agree to settle a claim for a sum in excess of the Underlying Limit without **our** prior consent.

To make a claim, please contact Phoenix Loss Adjusters at:

Address: Phoenix Liability Services, Broncoed House, Broncoed Business Park, Mold, Flintshire, CH7 1HP

Tel: 01352 754761.

Email: axisbinders@phoenixliability.co.uk

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with these conditions.

Claim Recovery

Any amount recovered or received after the payment of a claim under this Policy will be treated as if recovered or received prior to the settlement of such claim. Such amount will be applied first towards the repayment of any sums paid by **us** in respect of that claim and then between **you** and the **underlying insurers** in accordance with the terms of the **underlying policies**.

Any costs incurred in relation to such recoveries will be adjusted between **us**, the **underlying insurers** and **you** in proportion to the actual amounts paid by each.

Other Insurance

If another valid and collectible insurance is available for a claim which is covered by this Policy (other than insurance which is specifically stated to be in excess of this Policy), the cover provided by this Policy will be in excess of and will not contribute with such other insurance. Nothing in this condition will be construed to make this Policy subject to the terms, conditions and limitations of any other insurance.

Claim Costs and Expenses

If the settlement of a claim is practicable for a sum not exceeding the Underlying Limit of Indemnity before a dispute is taken to court (whether by compromise or otherwise), **we** will not make any contribution towards legal costs or expenses which would otherwise be covered on the basis stated in the 'What is Covered' Section of this document.

Insolvency, Bankruptcy and Receivership

The insolvency, bankruptcy or receivership or the refusal or inability to pay by **you** or **us** will not operate to reduce or exhaust the Underlying Limit of Indemnity or increase **our** liability under this Policy.

Reasonable Precautions

It is a condition precedent to **our** liability under this insurance that, at **your** own expense, **you**:

- a) take all reasonable steps to avoid bodily injury or damage and prevent the sale or supply of products which are defective in any way;
- b) before the commencement of the employment of an employee, **you** use **your** best endeavours to ensure that references are taken up and qualifications checked, that any gaps in employment history are checked and all relevant local authority and police checks are undertaken;
- c) ensure an appropriate level of supervision for all employees;
- d) as soon as possible after discovering a defect or danger, make good or remedy that defect or danger and take additional precautions as may be necessary;
- e) cease any activity that has resulted in damage or bodily injury and which may give rise to further damage or bodily injury;
- f) comply with all statutory requirements and other safety regulations imposed by any authority;
- g) comply with all the terms and conditions of this insurance and the **Underlying Insurance** and ensure that any actions required by these have been completed.
- h) You must give us the information and assistance we need to administer your Policy and handle any claims

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition and this has a negative effect on **our** ability to defend that claim.

Change of Risk

You must inform **us**, as soon as practicable, of:

- a) any alternation or change of circumstance which could increase the risk of a claim under this insurance; and/or
- b) any change to the information provided in **your** Proposal; and
- c) any inaccuracies, errors, or omissions within **your Proposal** and of any changes to **your** details or circumstances.

Premium Payment

It is a condition precedent to **our** liability under this insurance that the premium is paid within 60 days of inception or where the premium is payable by instalments, at the time the instalment is due. If the premium is not paid, **we** or **your** broker or agent may cancel **your** insurance by sending 14 days' notice, in writing, to **your** last known address.

We will make a proportionate charge for the time **we** have provided cover (based on the number of days this insurance was in force), with the full premium being payable if **you** have made a claim, including a claim which is under consideration, or if **you** are aware of an incident which is likely to result in a claim.

If the premium is paid before the notice period expires **we** will automatically revoke notice of cancellation. If not, the insurance will automatically terminate at the end of the notice period.

In the event that the premium is not paid within 60 days of inception, **you** will be in breach of this condition and **we** will have no liability under this insurance in respect of losses occurring or attributable to something happening between the date of the breach and the date that the breach is remedied.

Adjustment of Premium

If the premium for **your** Policy has been calculated on estimates provided by **you**, **you** must keep an accurate record of all relevant particulars which is available to **us** for inspection.

Within one month of the expiry date of each **period of insurance** **you** must provide **us** with an accurate statement in the form required so the premium for that period can be calculated and the difference paid by or allowed to **you**.

If **you** fail to provide such statement within the specified timeframe **we** may charge an additional premium for that **period of insurance**.

Cancellation by You

You may cancel this insurance at any time by contacting the broker or agent who arranged **your** Policy.

If **you** cancel this insurance before cover has commenced, **we** will allow a full refund of premium.

You may cancel this insurance at any other time and **we** will consider an appropriate refund noting that this Policy is based on a minimum and deposit premium.

Cancellation by Us

We may cancel this insurance at any time by sending 30 days' notice, in writing, to **your** last known address. This action will only be taken for a valid reason such as:

- a) a change in the risk which means **we** can no longer provide insurance cover;
- b) **your** non-cooperation or **your** failure to supply any information or documentation that **we** request; or
- c) **your** use of threatening or abusive behaviour.

We will make a proportionate charge for the time **we** have provided cover (based on the number of days this insurance was in force), with the full premium being payable if **you** have made a claim, including a claim which is under consideration, or are aware of an incident which is likely to result in a claim.

Cross Liability

Where there is more than one party named in the Schedule as the **Insured**, this Policy will apply separately to each **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured**.

We agree to waive all rights of subrogation against any of these parties, provided that the total amount payable in respect of all parties will not exceed in total the **limit of indemnity**.

Legal, Regulatory and Other Information

About AXIS Specialty Europe SE

AXIS Specialty Europe SE is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request.

Law and Jurisdiction

This insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

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

Duty of Fair Presentation

Before this insurance contract is entered into, **you** must make a fair presentation of the risk to **us**, in accordance with Section 3 of the Insurance Act 2015. In summary, **you** must:

- (a) Disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give to **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
- (b) Make the disclosure in clause (a) above in a reasonably clear and accessible way; and

- (c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause (a) above, **you** are expected to know the following:

1. If **you** are an individual, what is known to the individual and anybody who is responsible for arranging **your** insurance.
2. If **you** are not an individual, what is known to anybody who is part of **your** senior management; or anybody who is responsible for arranging **your** insurance.
3. Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in **your** enquiries, and that **you** will inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **you** breach **your** duty of fair presentation before entering into this insurance contract, the remedies available to **us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **we** may avoid the contract and refuse to pay a claim; and
 - ii) **we** do not need to return any of the premiums paid.
- b) If the breach is not deliberate or reckless, the remedy depends on 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, refuse all claims or losses and return any premiums paid.
 - ii) If **we** would have entered into the contract but on different terms (other than terms relating to the premium), the contract will be treated as if it had been entered into on those different terms from the outset.
 - iii) If **we** would have entered into the contract but charged a higher premium, **we** may reduce the amount **we** pay for a claim by a proportional amount (and, if applicable, the amount already paid for previous claims). In these circumstances **we** will pay X% of the amount **we** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

If **you** breach **your** duty of fair presentation before entering into a variation to this insurance contract, the remedies available to **us** are explained below.

- a) If the breach is deliberate or reckless:
 - i) **we** may terminate the contract from the date the variation was concluded; and
 - ii) **we** do not need to return any of the premiums paid.
- b) If the breach is not deliberate or reckless, the remedy depends on 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 and return any extra premium paid for that variation.
- ii) If **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms.
- iii) If **we** would have increased the premium by more than **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **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), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

Acts and Statutes

The reference to any Act, statute or statutory provision includes any amendment, re-enactment or replacement of that Act, statute or statutory provision.

Where appropriate, the reference to any Act, statute or provision includes reference to any equivalent international legislation.

Sections, Terms, Conditions and Exclusions

If any section, term, condition or exclusion which forms part of **your** Policy is found to be invalid or unenforceable, the remaining sections, terms, conditions and exclusions will be in full force and effect.

If part of a section, term, condition or exclusion which forms part of **your** Policy is found to be invalid or unenforceable, the remainder of that section, term, condition or exclusion will be in full force and effect.

References to the Singular

References to the singular include the plural.

Contracts (Rights of Third Parties) Act 1999

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

Sanctions

We will not provide any benefit under this insurance 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.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

AXIS Privacy Notice

What is this notice?

This is the short form version of "AXIS UK-EU Privacy Notice". This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group ("AXIS") or benefitting from an insurance policy purchased by an employer or third party on their behalf ("you").

In this Notice, **we** provide **you** with a summary of when, why and how **we** collect and use **your** personal data, the conditions under which we may disclose it to others, how **we** keep it secure and **your** rights under UK and EU data protection laws.

Who collects your personal data?

The AXIS entity that originally collected **your** personal data is responsible for managing **your** personal data ("Data Controller") and is responsible for deciding how **your** personal data is held and used. To find out the identity of the Data Controller, **you** can contact the AXIS company **you** contracted with, **your** broker or **your** employer.

What type of personal data do we collect about you?

We process personal data **you** provide **us** and personal data which is provided to **us** by third parties. **We** process personal data **you** provide to **us**, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information
- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:

- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where **we** will process special category personal data about **you**, **we** will apply safeguards in accordance with the applicable data protection legislation.

How do we collect personal data about you?

If **you** are an insured or potential insured, **we** collect data from **you** or **your** representative through the policy application process. **We** may also collect data about **you** from **your** family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If **you** are a claimant, **we** collect data about **you** when **you** notify **us** of a claim, or if the claim is made by someone with a close relationship to **you** or who otherwise has authority to make a claim on **your** behalf. **We** may also collect personal data about **you** from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, **we** may consult other public sources to validate the claim or protect against fraud or other financial crime.

If **you** decide not to supply personal data that **we** have requested and as a result **we** are unable to comply with **our** professional, legal or regulatory obligations, then **we** may be unable to enter into a relevant contract with **you**. Where **we** already have a contractual relationship with **you**, a decision by **you** not to provide the requested personal data may cause delay in fulfilment of our contractual obligations or may result in **our** being unable to continue the relationship.

Why do we collect personal data about you?

We collect **your** personal data for the following purposes:

- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]
- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

How long do we keep your personal data?

We will retain **your** personal data in accordance with **our** retention policies and, in any case, for no longer than necessary to provide the services agreed in **your** contract with **us** or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

Where does your personal data go?

We may need to transfer **your** personal data to third parties or to other AXIS group companies.

Transferring your personal data outside the UK or EEA

We may transfer **your** personal data to other companies in AXIS and to **our** agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever **we** transfer **your** personal data outside the UK or EEA, **we** take appropriate steps to ensure **your** personal data and **your** privacy rights are adequately protected.

Your Rights

Under UK and EU data protection laws, **you** have certain rights in relation to **your** personal data. **You** may also file a complaint with a local supervisory authority regarding how **your** personal data is collected and processed. **We** aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing **your** request.

How to Contact Us

Please address all inquiries, requests, and other communications regarding **your** personal information or this Privacy Notice to:

Contact: Data Protection Officer

Email: dpo@axiscapital.com

Address: 52 Lime Street, London EC3M 7AF

Phone: +44-20-7877-3800

<https://www.axiscapital.com/who-we-are/privacy>

How to Make a Complaint

If **we** haven't delivered the service **you** expect, **you** can make a complaint by contacting **us** at:

Address: Complaints, AXIS Specialty Europe SE, 52 Lime Street, London EC3M 7AF

Tel: 0207 050 8399

E-mail: complaints@axiscapital.com

If **you** are unhappy with the outcome of **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service.

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567 (calls are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This does not affect **your** right to take legal action.

Definitions

Words and phrases have the meaning shown below where they appear in bold.

Insured Event

- a) Physical bodily injury including accidental death, disease or illness.
- b) The loss of or damage to tangible property.
- c) Any other event for which **we** have agreed to provide indemnity.

All as more specifically defined in and covered by the **underlying policies**.

Limit of Indemnity

The applicable limit stated in the Schedule.

Period of Insurance

The period for which this insurance is valid, which is stated in the Schedule.

Underlying Policies

The Primary Policy and all policies providing indemnity in excess of the Primary Policy up to the Underlying Limit of Indemnity specified in the Schedule.

Underlying Insurers

The Primary Insurer and all insurers providing indemnity in excess of the Primary Policy Insurer up to the Underlying Limit of Indemnity specified in the Schedule.

We / Us / Our

AXIS Specialty Europe SE and/or any other subscribing insurers noted in this Policy.

You / Your / Insured

The person, persons or corporate bodies named as the Insured in the **underlying policies**.