



# Policy Wording

## Angel Miscellaneous Professions Professional Liability Insurance

Form MEO CIVIL AOC 11/23



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# 1 Introduction

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This policy is a contract between **You** and **Us**. It is arranged through **Angel** on **Our** behalf.

This policy consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined. 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**.

**We** will, in consideration of the payment of the **Premium**, insure **You**, subject to the terms and conditions of this policy, against the events set out in the Insuring Clauses and occurring in connection with **Your Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker 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 **Angel** can provide Braille, audio or large print versions of the policy and the associated documentation including the Policy Summary document. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

## 1.2 Fair Processing Notice

### (a) AXA XL Insurance Company UK Limited

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 United Kingdom and/or 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](mailto:dataprivacy@axaxl.com).

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 relevant Data Protection Authority.

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

### **Brokers, Intermediaries, Partners, Employers and Other Third Parties**

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

(b) **Angel Risk Management Limited**

For information about how Angel Risk Management Limited processes **your** personal information, please see **our** full privacy notice at: <https://www.angelriskmanagement.com/privacypolicy>.

### 1.3 **Third Party Rights Contracts**

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 term of this policy 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 policy. Unless specifically agreed to the contrary this policy shall be governed by English law and 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.

### 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** 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**. 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 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** thirty (30) 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.

Unless **We** have agreed that the **Premium** can be paid via direct debit instalments, the **Premium** must be paid in full within forty-five (45) days of the beginning of the **Period of Insurance**. If the **Premium** has not been received by the due date then **We** will have the right to cancel this policy in accordance with the provisions set out above. If **Premium** due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

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 loss 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** notice that **We** are terminating this policy; or
- (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** as soon as possible if **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**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**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  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487  
E-mail: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

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  
United Kingdom

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**From within the United Kingdom**

Telephone Number: 0800 0234 567                      calls to this number are free on mobiles and landlines  
Telephone Number: 0300 1239 123                      calls to this number costs no more than calls to 01 and 02 numbers



**From outside the United Kingdom**

Telephone Number: +44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

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](http://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 policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://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 No. 423308).

Registered office: 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England No. 5328622.

**(b) Angel Risk Management Limited**

Angel Risk Management Limited are authorised and regulated by the Financial Conduct Authority (Firm Reference No. 718451).

Registered office: 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England No. 2942487.

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

**(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.  
Registered in Ireland Number 659610.

**You** can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate.



## 2 Definitions

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Certain words in this policy have a special meaning, where shown in bold other than headings, the word will have the meaning stated below.

- 2.1 **Angel** means Angel Risk Management Limited
- 2.2 **Claim** means any demand made of, or assertion of a right against, **You** which is communicated to **You** in writing.
- 2.3 **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
- 2.4 **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 the **Insured** or any other party.
- 2.5 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 2.6 **Cyber Incident** means:
- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 2.7 **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**.
- 2.8 **Data Protection Law** means all applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).



- 2.9 **Document or Data** means all and any records arising from **Your Business**, whether kept in paper (excluding stamps, currency, bank notes and instruments, travellers cheques, cheques, postal orders, money orders, securities and the like), magnetic or electronic form, for which **You** are legally responsible, whilst in **Your** custody, or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by **You** in the ordinary course of **Your Business**.
- 2.10 **Employee** means any person, other than **Your** partner, principal, director or member, who has been, is or shall be under a contract of service or apprenticeship, supplied to, hired, or borrowed by **You**, or under any work experience or similar scheme, whilst employed or engaged by and under **Your** control in connection with **Your Business**.
- 2.11 **Endorsement** means a change in the terms and conditions of this policy agreed by **Us** that can extend or restrict cover.
- 2.12 **Insured/You/Your/Yourself** means any firm, company or limited liability partnership named in the **Schedule**, including any of their predecessors in business; its principals, partners, directors or members (including any former partner, director or member) and their legal representatives, estate or heirs in the event of their bankruptcy, incapacity or death.
- 2.13 **Insurer/We/Us/Our** means AXA XL Insurance Company UK Limited.
- 2.14 **Notified/Notifying** means that notice is sent in writing, by email or by telephone by **You** (or **Your** insurance broker) to, and received by, **Us** through **Angel**. For the avoidance of doubt, notice is not valid if given by any third party (other than **Your** insurance broker).
- 2.15 **Period of Insurance** means the period stated in the **Schedule**.
- 2.16 **Premium** means the amount of premium stated in the **Schedule**.
- 2.17 **Proposal** means the written information bearing the date stated in the **Schedule** and containing particulars and statements together with any other information and documents supplied to **Us** by or on **Your** behalf. This does not include any information contained within or linked to **Your** website unless such information is specifically supplied to **Us** by or on **Your** behalf in written form.
- 2.18 **Retroactive Date** means the date (if any) specified in the **Schedule**.
- 2.19 **Schedule** means the document entitled **Schedule** that relates to and forms part of this policy.
- 2.20 **Terrorism** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 2.21 **Wrongful Act** means any negligent act, negligent error, negligent omission or negligent breach of duty.
- 2.22 **Your Business** means the professional services performed or the advice given by **You** in relation to those activities declared in the **Proposal**, and as described in the **Schedule**.



## 3 Insuring Clauses

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### 3.1 Civil Liability

**We** shall reimburse **You** in respect of any settlement, damages, interest and claimant's costs arising from any **Claim** first made against **You** and **Notified** during the **Period of Insurance** and which arises out of the conduct of **Your Business** by reason of:

- (a) a **Wrongful Act** committed by **You** or by any **Employee**, or by any other person, firm or company directly appointed by and acting for or on **Your** behalf;
- (b) any dishonest or fraudulent act or omission on the part of any **Employee**;
- (c) libel or slander committed unintentionally by **You** or by any **Employee**;
- (d) any unintentional breach of confidentiality committed by **You** or by any **Employee**, or by any other person, firm or company directly appointed by and acting for or on **Your** behalf;
- (e) any passing-off or infringement of copyright, design right, registered design, trademark or patent committed unintentionally and in good faith by **You** or by any **Employee**;
- (f) any other civil liability unless excluded under this policy.

### 3.2 Loss of Documents or Data

**We** shall reimburse **You** for:

- (a) costs, incurred with **Our** prior written consent, of repair, replacement or reconstitution of, and
- (b) any settlement, damages, interest and claimant's costs arising from a **Wrongful Act** involving

any **Document or Data** which has been unintentionally destroyed, damaged, lost or mislaid during the **Period of Insurance** (and which after diligent search cannot be found) the occurrence of which has been **Notified** during the **Period of Insurance**.

### 3.3 Data Protection Act 1998

Notwithstanding 6.3 Cyber Exclusion, **We** shall reimburse **You** for defence costs and expenses resulting from any prosecution first brought against **You** and/or any **Employee** and **Notified** during the **Period of Insurance** which arises out of the conduct of **Your Business** in respect of any offences or alleged offences under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998.

### 3.4 Data Protection Act 2018

Notwithstanding 6.3 Cyber Exclusion and subject to the other terms, exclusions and conditions this policy, **We** shall cover **You** for legal liability in respect of any **Claim** for compensation as a result of injury and/or damage under Section 168 of the Data Protection Act 2018.

Cover in respect of such **Claims** shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material damage which is the subject of such **Claim** shall be considered as injury and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that injury.



This extension applies where **Claims** are made against **You** during the **Period of Insurance** arising from injury and/or damage occurring on or after the **Retroactive Date** specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the **Retroactive Date** and before the expiry date of the policy is notified to **Us** in accordance with Condition 7.1 –Notification, **We** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

**Our** liability under this extension shall be limited to GBP 50,000 any one occurrence and in the aggregate, inclusive of defence costs, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The deductible under this extension shall be 10% of each **Claim** subject to a minimum of GBP 1,000 and shall be applicable to defence costs.

#### **Additional Exclusions**

This extension shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

#### **Fee Payment Condition**

**We** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if **You** have not paid any fees required to be paid by any data protection authority.

### 3.5 **Criminal Prosecution**

**We** will reimburse **You** for defence costs and expenses incurred during the **Period of Insurance** with **Our** prior written consent in the defence of any criminal proceedings against **You** or any of **Your Employees** which arises from the alleged breach of any statutory regulation in any legal jurisdiction stated in the **Schedule** where such alleged breach arises out of the conduct of **Your Business**.

Provided always that:

- (a) the proceedings are likely to give rise to a **Claim** against **You** that would be reimbursable under this policy,
- (b) in **Our** reasonable belief the defence of such proceedings would assist in the defence of any **Claim** against **You** arising from such proceedings that would be reimbursable under this policy,
- (c) any subsequent or concurrent **Claim** that would be reimbursable under this policy and that arises out of any proceedings **Notified** under this insuring clause, shall be subject to the notification obligations of condition 7.1
- (d) any appeal against the outcome of any initial proceedings shall be deemed to be "proceedings" for the purpose of this insuring clause.



3.6 **Reimbursement to Principals**

**We** shall reimburse any of **Your** principals for any loss which they become liable to pay as a result of a **Claim** made against the principal by any person or entity (other than **You**) which results directly from an act, error or omission of **You** or any **Employee** in the conduct of **Your Business**.

3.7 **Payment of Outstanding Fees**

**We** shall reimburse **You** in respect of any **Claim** first **Notified** by **You** during the **Period of Insurance** relating to amounts owed to **You**, including amounts legally owed by **You** to sub-contractors or suppliers, due to the refusal by a client to pay for work undertaken by **You** where such client has reasonable grounds for being dissatisfied with the work and threatens to bring a **Claim** in excess of the amount owed. In such circumstances, if it is possible to settle the dispute by agreeing not to pursue the outstanding amount, **We** agree to pay the amount owed if, at **Our** sole discretion, **We** consider that a legitimate **Claim** for a greater amount will be avoided. If a **Claim** subsequently arises then the amount paid under this insuring clause will be deducted from the limit of liability. If **You** eventually recover the amount owed then the amount paid by **Us** must be repaid less **Your** expenses incurred in such recovery.

3.8 **Defence Costs and Expenses**

**We** shall reimburse **You** for all defence costs and expenses in:

- (a) the defence, investigation or settlement of any **Claim** which falls to be dealt with under insuring clause 3.1, 3.2(b), 3.6 or 3.7; or
- (b) the investigation of any circumstance **Notified** to **Us** under condition 7.1 which may give rise to a **Claim**,

incurred by or on **Your** behalf with **Our** prior written and continuing consent (such consent not to be unreasonably withheld) but not including **Your** own costs and expenses or any value attributable to the time spent by **You** or any **Employee** in dealing with a **Claim** or a circumstance.



## 4 Limit of Liability

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- 4.1 The limit of liability of this policy is the maximum amount **We** shall be called upon to pay under this policy in respect of any one **Claim** under insuring clauses 3.1, 3.2(b), 3.6 and 3.7 and the aggregate of all **Claims** under insuring clauses 3.2(a), 3.3, 3.4 and 3.5, but with defence costs and expenses under insuring clause 3.8 in addition.
- 4.2 The limit of liability shall be the amount stated in the **Schedule**. In respect of insuring clauses 3.2(a), 3.3, 3.4 and 3.5 an aggregate sub-limit of liability in the amount stated in the **Schedule** shall apply.
- 4.3 All payments made by **Us** in respect of any insuring clause, or any **Endorsement** or otherwise (except for the payment under insuring clause 3.8 of defence costs and expenses) relating to the same **Claim** (as ascertained under clause 4.5 below) shall erode the limit of liability in respect of any one **Claim** under this policy.
- 4.4 If a payment is required or made in settlement of any **Claim** or circumstance which exceeds the limit of liability available under this policy, **Our** liability for defence costs and expenses shall be limited to such proportion as the amount of the limit of liability available in respect of such **Claim** or circumstance bears to the amount required or paid in settlement and **You** hereby agree to make any consequent repayment due to **Us** immediately upon demand, failing which **We** will be entitled to deduct the amount of repayment from any **Claim** settlement monies due from them under this policy.
- 4.5 All **Claims** (including costs sought under insuring clause 3.2(a), 3.3, 3.4 or 3.5 whether made against or sought by one or more **Insured**, wholly or substantially arising from or having any connection with or relation to:
- (a) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause, or
  - (b) a series of events, occurrences, acts, errors, omissions or breaches of duty having the same originating or underlying cause, or
  - (c) the acts, errors, omissions or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated,

shall be deemed to be one **Claim** or single application for costs under insuring clause 3.2(a), 3.3, 3.4 or 3.5 for the purposes of deciding the applicable limit of liability and the application of the deductible under this policy. **We** shall be the sole judge as to whether the provisions of this sub-clause shall operate in relation to any **Claim** or application for costs under insuring clause 3.2(a), 3.3, 3.4 or 3.5.



## 5 Deductible

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- 5.1 A separate deductible being the first part of any **Claim** which is payable by **You** before **We** shall have any liability to reimburse under this policy shall apply to each and every **Claim**. Payment of the deductible by **You** is an important condition under this policy.
- 5.2 The deductible in respect of any **Claim** shall be in the amount stated in the **Schedule**, and shall be applicable to defence costs and expenses.



## 6 Exclusions

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

6.1 **Asbestos**

any actual or alleged liability whatsoever arising out of, resulting from or in consequence of, or in any way involving or connected with asbestos, or any materials containing asbestos in whatever form or quantity;

6.2 **Communicable Disease**

any 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 a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

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 or test for a **Communicable Disease**.

6.3 **Cyber**

(a) any actual or alleged loss, damage, liability, claim, fine, penalty, cost (including, but not limited to, defence cost and mitigation cost) or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

(i) a **Cyber Incident**, unless subject to the provisions of paragraph 6.3(c);

(ii) a **Cyber Act**; or

(iii) a breach of **Data Protection Law** by the **Insured**, or parties acting for the **Insured**, involving access to, processing of, use of or operation of any **Computer System** or **Data**, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services.

(b) Any cover for the costs of reconstituting or recovering lost or damaged documents owned or controlled by the **Insured** in this Policy shall not apply to **Data**. This exclusion shall not apply to cover as provided under insuring clause 3.2 (Loss of Documents or Data).

(c) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, sub-paragraph 6.3(a) shall not apply to any otherwise covered claim arising out of any actual or alleged breach of Professional Duty by the **Insured** involving access to, processing of, use of or operation of any **Computer System** or **Data** unless such actual or alleged breach of Professional Duty by the **Insured** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**.



6.4 **Data Protection**

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

This exclusion does not apply to insuring clauses 3.3 Data Protection Act 1998 and the 3.4 Data Protection Act 2018.

6.5 **Death or Bodily Injury**

bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person, unless caused directly by a **Wrongful Act**;

6.6 **Director and Officer**

**Your** liability as a director, officer and/or trustee in **Your** respective capacities as a director, officer and/or trustee;

6.7 **Documents or Data**

any repair, replacement or reconstitution cost of any **Document or Data**, occasioned by any government or public or **local** authority action or order, or resulting from wear or tear (reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by lack of maintenance or damage which happens gradually over a period of time), the action of vermin, gradual deterioration, or magnetic flux or loss of magnetism (except where caused by lightning).

6.8 **Employers Liability**

any breach of any obligation owed by **You** as an employer to any **Employee** or former **Employee** or applicant for employment;

6.9 **Fines and Penalties**

any regulatory or disciplinary investigations or proceedings (apart from the reimbursement provided under insuring clause 3.3 or 3.4) or any fines, penalties or penal, punitive, exemplary, restitutionary, non-compensatory or aggravated damages, or the additional award of damages consequent upon or by reason of any multiplication of compensatory damages;

6.10 **Fraud and Dishonesty**

any **Claim** or circumstance arising from or connected with the dishonest or fraudulent act or omission of any of **Your** former or present partner, principal, director, member, consultant or sub-contractor:

- (a) in respect of any person committing or condoning such dishonest or fraudulent act or omission, or
- (b) in the amount recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives, or
- (c) arising after the discovery of reasonable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons, or



- (d) in the amount equivalent to,
  - (i) any monies owed by **You** to any person committing, condoning or contributing to the dishonest or fraudulent act or omission, and
  - (ii) any monies held by **You** and belonging to such person,
  - (iii) any monies recovered in accordance with condition 7.4 of this policy;

6.11 **Goods and Services**

any contract for provision of goods or services to **You** or any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on **Your** behalf, unless such **Claim** or circumstance is a direct result of **Your**, or any **Employee**, or any other person firm, or company directly appointed by and acting for or on **Your** behalf, negligent design and/or negligent specification;

6.12 **Insolvency**

the insolvency or bankruptcy of the **Insured**;

6.13 **Joint Venture**

any association or joint venture conducted with any third party other than in respect of any **Claim** or circumstance arising from **Your Business**, provided that such **Claim** or circumstance emanates from a wholly independent third party;

6.14 **Jurisdiction and Territorial Limits**

any:

- (a) legal proceedings brought in a court of law outside the jurisdictions stated in the **Schedule** or brought in a court of law within the stated jurisdictions to enforce a judgement or order made in any court of law outside those jurisdictions; or
- (b) liability arising from **Your Business** undertaken outside the territorial limits shown in the **Schedule**;

6.15 **Known Claim or Circumstances**

any **Claim** or circumstance which may give rise to a **Claim** which was or ought to have been known to **You** prior to the **Period of Insurance**;

6.16 **Land and Vehicles**

the ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile);

6.17 **Market Fluctuation**

any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets, and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments, or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority;



6.18 **Other Insurance**

any matter in respect of which **You** are, or but for the existence of this policy would be, entitled to reimbursement under any other contract of insurance, except where such other insurance is written as specific excess insurance to this policy; in any event this policy shall only apply to the extent of such part of the limit of liability as exceeds the limit of the other policy;

6.19 **Pollution and Contamination**

any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example to material to be recycled, reconditioned or reclaimed) or contamination of any kind;

6.20 **Property Damage**

any damage to or destruction or loss of any property (except as provided under insuring clause 3.2 (a)) including loss of use, unless caused directly by a **Wrongful Act**;

6.21 **Related Companies**

any circumstance concerning, or **Claim** brought by or on **Your** behalf, by **You** or any of **Your** parent or subsidiary company(s), or any person having a financial, executive or controlling interest in **You** (unless the financial interest is less than 5%), or by or on behalf of any entity controlled or managed by **You** or where **You** have greater than a 5% financial interest, or where **You** have accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred;

6.22 **Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons**

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon;

6.23 **Retroactive Date**

any act error or omission committed, or any loss suffered, or costs incurred, or any liability arising prior to the **Retroactive Date** specified in the **Schedule**;

6.24 **Terrorism**

**Terrorism** (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing **Terrorism**.



6.25 **Toxic Mould**

any actual or alleged liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving;

- (a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
- (b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
- (c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins;

6.26 **Trading Losses**

any trading losses or trading liabilities incurred by **You** or any business managed by or carried on by or on **Your** behalf;

6.27 **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) 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

6.28 **Warranties and Guarantees**

any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless **Your** liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision;



## 7 Conditions

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### 7.1 Claim Notification

**We** must be **Notified** during the **Period of Insurance** at the Notification Address stated below, or shown in the **Schedule** as soon as practicably possible:

- (a) of any **Claim** made against **You** or any person insured which is likely to fall within the scope of this policy;
- (b) regardless of any previous notice, of receipt of any **Claim** Form, Particulars of **Claim**, Arbitration Notice or any other formal document commencing legal proceedings, copies of all such documents being provided with such notification;
- (c) of any circumstance of which **You** shall become aware which may give rise to a **Claim**;
- (d) of any circumstance of which **You** shall become aware which may give rise to an entitlement to be reimbursed under this policy.

In the event that **We** are **Notified** during the **Period of Insurance** of any circumstance which in **Our** opinion may give rise to a **Claim** then any subsequent **Claim** which arises directly from the circumstance so **Notified** shall be deemed to have been made during the **Period of Insurance**.

Notification Address: Angel Risk Management Limited  
Marlborough House  
Victoria Road South  
Chelmsford  
Essex  
CM1 1LN

Tel No: 01245 343630

Email: [claims@angelriskmanagement.com](mailto:claims@angelriskmanagement.com)

### 7.2 Duty to Cooperate

It is an important condition to **Our** liability under this policy that **You** must provide to **Us** full details concerning any **Claim** and any circumstance which may give rise to a **Claim** and any circumstance where **You** have requested to be reimbursed under this policy and provide such co-operation and assistance as **We** and **Our** representatives, legal advisers or broker may require as soon as practicably possible. It is an important condition under this policy that **You** and any **Employee** (or any person, firm or company acting for or on **Your** behalf) shall ensure that all documents relevant to any **Claim** and any circumstance which may give rise to a **Claim** shall not be destroyed or otherwise disposed of.

**We** shall be entitled to refuse to pay, or reduce the amount **We** pay, for any claim under this policy if **You** do not comply with this condition.



7.3

#### **No Admission of Liability**

It is an important condition to **Our** liability under this policy (or any **Employee** or any person, firm or company acting for or on **Your** behalf) shall not, without **Our** prior written approval; admit liability for, compromise, settle, or make any offer or payment in respect of any **Claim** or any circumstance likely to give rise to a **Claim** or any circumstance where **You** have requested to be reimbursed under this policy.

**We** shall be entitled to refuse to pay, or reduce the amount **We** pay, for any claim under this policy if **You** do not comply with this condition.

7.4

#### **Dishonest or Fraudulent Claim Recovery**

Where a **Claim** or circumstance against **You** involves the dishonest or fraudulent act or omission of any of **Your Employees**:

- (a) **You** shall at **Our** request and expense take all practical steps to obtain reimbursement from such person;
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from the **Insured** or any monies of such persons held by **You** shall not be repaid;
- (c) nothing in this policy shall preclude **Us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
- (d) no payment shall be made by **Us** under this policy until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives.

7.5

#### **Discharge of Policy Liability**

**We** may at **Our** absolute discretion, at any time, after deduction of such sums **We** have already paid, agreed to pay or be responsible for, in respect of any settlement, damages, interest and claimant's costs or costs for which **You** are liable in respect of any **Claim** or circumstance, tender to **You**:

- (a) the remaining amount of the limit of liability available under this policy, or
- (b) such lesser amount for which **We** believe the **Claim** or circumstance can be settled (to include claimants' costs and interest)

and thereafter **We** will cease to have any further liability under this policy.

7.6

#### **Conduct of Claim**

**We** shall be entitled, but not obliged, to take over the investigation, defence and settlement of any **Claim** and any circumstance likely to give rise to a **Claim** and any circumstance where **You** have requested to be reimbursed under this policy. **We** shall have full discretion in the handling thereof (despite any disputes that may have arisen between **You** and the **Us** provided always that **You** shall not be obliged to defend any legal proceedings unless a King's Counsel (to be mutually decided upon by **Us** and **You**) shall advise that such proceedings can be contested with a reasonable prospect of success.



7.7 **Subrogation**

**We** shall be subrogated to all **Your** rights of recovery against any third party provided always that **We** shall not exercise any such rights against any **Employee** or former **Employee** unless the loss in respect of which reimbursement is provided under this policy was caused or contributed to by a fraudulent, dishonest or malicious act or omission by the **Employee** or former **Employee**. **You** shall, without charge, provide such assistance as **We** may reasonably require in any subrogation and shall at all times protect and preserve any rights of recovery to which **We** would become subrogated under this policy. **You** agree that at **Our** option, **We** may have the conduct of any proceedings to recover monies paid or payable by **Us**, whether or not **You** have an interest in such proceedings by reason of any uninsured losses

7.8 **Avoidance by Us**

If **We** are entitled, for any reason, to avoid this policy from inception, **We** may at **Our** absolute discretion elect instead to give notice to **You** that it regards this policy as being in full force and effect, except that no reimbursement will be given under this policy that arises from or is related to the grounds that entitled **Us** to avoid this policy.

7.9 **Immediate Cancellation**

This policy will immediately and automatically be cancelled in the event of any of the following:

- (a) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over **You** or the making of any court order to that effect;
- (b) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver, or administrator over any of **Your** assets;
- (c) **Your** suspension of payment of **Your** debts or any threat by **You** to do so or the entering into of a voluntary arrangement by **You** or other scheme of composition with **Your** creditors;

or the equivalent court application, order, appointment or arrangement in any jurisdiction in which **You** may be domiciled or any territory within the territorial limits. For the purpose of this condition alone **You** shall mean only the firm or company.



**[axaxl.com](https://www.axaxl.com)**

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