

# Summary of Changes

**SUMMARY OF CHANGES**

Key to colour code:  Benefit to the Insured  
 No effect  
 Possible negative effect to the insured


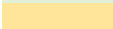

**PREVIOUS POLICY WORDING**  
**SXCL 01/17 (Amended October 2018)**

**NEW POLICY WORDING**  
**SXCL 02/22**

**Effect of change on the Insured**




1.2 Fair Processing Notice	XL Catlin Insurance Company UK Limited compliance@axaxl.com	AXA XL Insurance Company UK Limited dataprivacye@axaxl.com	Company name change Privacy concerns contact details
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.	Added for clarity
1.11 Complaints Procedure	XL Catlin Insurance Company UK Limited xlcatlincomplaints@axaxl.com	XL Catlin Services SE, UK Branch axaxlukcomplaints@axaxl.com	Company name change and contact email address updated
	European Commission on-line dispute resolution		Deleted as no longer applicable post-Brexit
1.13 Regulatory information	XL Catlin Insurance Company UK Limited	AXA XL Insurance Company UK Limited	Company name change
2 Operative Clause	"Underlying Insurance"	"Underlying Limit"	Amended for clarity in clause 2 and where applicable throughout in the Policy Wording (see additional definition)
	2(iii) in the event of partial exhaustion provide cover in excess of the reduced <b>Underlying Insurance</b>	in the event of partial exhaustion provide cover in excess of the reduced <b>aggregate Underlying Limit</b>	Amended for clarity (see additional definition)
	This policy shall not apply to any coverage provided by the <b>Underlying Insurance</b> for which a separate sub-limit applies for an amount less than the <b>Underlying</b> Limit of Liability stated in the <b>Schedule</b> . A "separate sub-limit" for the purposes of this clause means a cover, referred to in the Limit of Liability stated in the <b>Schedule</b> , in respect of which a loss payment will not contribute to the erosion of any aggregate limit specified as the <b>Underlying Insurance</b> .	This policy shall not apply to any coverage provided by the <b>Underlying Insurance</b> for which a separate sub-limit applies for an amount less than the <b>Underlying Limit</b> . A "separate sub-limit" for the purposes of this clause means a cover, referred to in the Limit of Liability stated in the <b>Schedule</b> : (1) for which the <b>Underlying Insurers'</b> limit of liability is less than the <b>Underlying Limit</b> , whether aggregate or not; or (2) to which an aggregate limit of liability applies in the <b>Underlying Insurance</b> , but in respect of which a loss payment will not contribute to the erosion of any aggregate	Amended for clarity (see additional definition)

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		limit specified as the <b>Underlying Limit</b> .	
	Where the <b>Underlying Insurance</b> is subject to an aggregate Limit of Liability that is greater than its each and every <b>Claim</b> limit, no provision of the <b>Underlying Insurance</b> shall operate to make the <b>Insurer</b> liable before the full amount of the <b>Underlying Insurance's</b> aggregate limit has been exhausted except where and to the extent a single loss has exceeded the each and every <b>Claim Underlying Limit of Liability</b> .	Where the <b>Underlying Insurance</b> is subject to an aggregate Limit of Liability that is greater than its each and every <b>Claim</b> limit, no provision of the <b>Underlying Insurance</b> shall operate to make the <b>Insurer</b> liable before the full amount of the <b>Underlying Insurance's</b> aggregate limit has been exhausted except where and to the extent a single loss has exceeded the each and every <b>Claim Limit of Liability applicable to the Underlying Insurance</b>	Amended for clarity (see additional definition)
3.2 Definition		<b>Computer System</b> means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility	Added in support of Cyber exclusion
3.4 Definition	" <b>Insurer / We / Us</b> " means XL Catlin Insurance Company UK Limited	" <b>Insurer / We / Us</b> " means AXA XL Insurance Company UK Limited	Company name change
3.11 Definition		" <b>Underlying Limit</b> " means the amount(s) stated in the <b>Schedule</b> as the limit(s) of liability applicable to the <b>Underlying Insurance</b>	Added for clarity
4.2 Cyber exclusion		This policy does not apply to or include cover for or arising out of or relating to: any actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, fee, expense or any other amount incurred by or accruing to the <b>Insured</b> , including for example any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with: (a) an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or (b) a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or (c) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any <b>Computer System</b> or any data by any person or group of persons.	Added

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4.3 Data Protection exclusion		This policy does not apply to or include cover for or arising out of or relating to: compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules, law or legislation including for example the Data Protection Act 2018, whether the liability of the Insured arises directly or indirectly	Added, but is already likely to be excluded by the Underlying Insurance
	(was 4.5) This policy does not apply to or include cover for or arising out of or relating to: Mould or Fungus exclusion (a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; (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.	Deleted	Exclusion removed
4.4 Contractual Liability and Liquidated Damages etc	(was 4.2) This policy does not apply to or include cover for or arising out of or relating to: liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.	This policy does not apply to or include cover for or arising out of or relating to: (a) liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions. (b) any award of punitive, aggravated or exemplary damages, whether as fines or penalties or multiplication of compensatory awards or damages or in any other form	Title amended and exclusion expanded
4.5 Nuclear and War exclusion	This policy does not apply to or include cover for or arising out of or relating to:	This policy does not apply to or include cover for or arising out of or relating to:	Amended

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	<p>(was 4.4)</p> <p>(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or</p> <p>(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</p> <p>(was 4.6)</p> <p>war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power</p>	<p>any of the following:</p> <p>(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;</p> <p>(b) insurrection, rebellion, civil war, revolution, riot, attempt to usurp power, <b>popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;</b></p> <p>(c) <b>discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.</b></p>	
	<p>(was 4.3)</p> <p><b>Pollution</b> other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the <b>Period of Insurance</b>.</p> <p>Provided that:</p> <p>(a) all <b>Pollution</b> which arises out of such incident shall be understood to have occurred at the time such incident takes place.</p> <p>(b) the liability of the <b>Insurer</b> for all compensation payable in respect of all <b>Pollution</b> which is understood to have occurred during any one <b>Period of Insurance</b> shall not exceed in the aggregate the amount stated in the <b>Schedule</b> as the Limit of Liability for Public and Product Liability.</p>	Deleted	Excluded by the Underlying Insurance
5.2 Claim Notification	"Underlying Insurance"	"Underlying Limit"	Amended for clarity (see additional definition)
	XL Catlin Insurance Company UK Limited	AXA XL Insurance Company UK Limited	Company name change
5.5 Incurring of Costs	"Underlying Insurance"	"Underlying Limit"	Amended for clarity (see additional definition)
5.6 Insolvency	"Underlying Insurance"	"Underlying Limit"	Amended for clarity (see additional definition)