Policy Summary

Commercial Combined

Incorporating DAS Legal Expenses

This is a summary of your policy, giving important information about the cover provided so you can check that it is right for you.
Arch Commercial Combined Policy Summary

Policy Summary
This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to us and read the policy document carefully when you receive it.

Insurance Provider
Your insurer will be Arch Insurance (UK) Limited, Registered address:
5th Floor,
Plantation Place South,
60 Great Tower Street,
London,
EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887, with the exception of certain sections within your policy wording, which may be covered by another named insurer.

Key Covers, Features and Exceptions
Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

Type of Insurance
This policy provides a comprehensive range of covers with the flexibility to select from a range of covers aimed at general industry to meet your needs.

Policy Term
The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule.
Commercial Combined Policy

Property Damage Section

Cover, Features and Benefits

Covers damage to material property belonging to the business caused by one of the following optional contingencies:

- Fire
- Lightning
- Explosion
- Aircraft
- Earthquake
- Riot, Civil Commotion
- Malicious Damage
- Theft
- Storm, Tempest and Falling Trees
- Flood
- Escape of Water
- Impact
- Sprinkler Leakage
- Accidental Damage
- Subsidence, Ground Heave and Landslip

Cover Extensions

- Architects, surveyors and other professional fees
- Automatic sum insured reinstatement (subject to additional premium payment)
- Day one reinstatement basis available
- Debris removal and machinery re-erection costs
- Stock declaration available
- Index linking provided as standard
- Fire brigade damage up to £10,000
- Fire extinguishing expenses
- Theft damage to buildings
- Internal and external fixed glass if buildings insured (otherwise see separate section)

Significant Exceptions and Limitations - Please refer to your Policy document

- Wear and tear, corrosion, gradual deterioration, faulty or defective design and materials
- Mechanical and electrical breakdown or derangement
- Faulty of defective workmanship, operational error or omission by you or your employees
- Pollution or contamination
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire or explosion) in respect of vacant or disused buildings
- Theft or attempted theft other than as a result of forcible and violent entry or exit
- Theft involving dishonest or fraudulent action by your employees or persons lawfully on the premises
- Unexplained disappearance, shortage or misplacing of information
• Consequential loss or damage
• Damage by fire involving the application of heat
• Minimum standards of security apply
• The first part of any claim where an excess applies as detailed in the schedule
• Subsidence caused by new structures bedding down or newly made up ground settling
• Property in transit (see separate section)

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**Business Interruption Section**

**Cover, Features and Benefits**

Interruption to your business following an insured loss under the Property Damage section which results in reduced income and increased running costs

Optional covers

• Prevention of access
• Interruption to your business as a result of damage at your suppliers –
• Damage to land based property at your electricity, telecommunications, water or gas supplier which interrupts your supply
• Failure of public utilities (electricity, water or gas) lasting more than 4 hours or telecommunications lasting longer than 24 hours
• Interruption to Your business following Damage to Your Property Stored
• Interruption to Your business following Damage to Your Patterns
• Interruption to Your business following Damage to Your property whilst in transit
• Interruption to Your business following Damage to Your Motor Vehicles
• Interruption to Your business following Damage any site where you are carrying out a contract
• Interruption to Your business following Damage to any situation within the territorial limits where You are exhibiting
• Declaration Linked to profit or revenue basis (133 1/3rd uplift)

**Significant Exceptions and Limitations** - Please refer to your Policy document

• Losses excluded under the Property Damage Section
• In respect of Book Debts
  • Erasure or distortion of information on computer systems or records
  • Deliberate falsification of business records
  • Keep a copy of your outstanding debit balances in a fire resistant safe or away from the premises
Glass Section

Cover, Features and Benefits

Provides cover for the breakage of

- plain plate and sheet glass in windows and doors
- glass in furniture displays, show cases, counters or shelves
- fixed sanitary ware

Subject to a maximum limit of £5,000 unless otherwise agreed

Cover includes

- Reasonable costs in boarding up damaged glass
- Damage to lettering and ornamental work on glass up to a limit of £2,500
- Damage to goods displayed up to a limit of £1,000

Significant Exceptions and Limitations - Please refer to your Policy document

- Breakage of glass in light fittings, stock, vehicles, vending machines or signs
- The first part of any claim - your excess
- Breakage while premises are vacant or disused
- Breakage caused by fire, lightning, explosion or storm

Money and Personal Accident Assault Section

Cover, Features and Benefits

- Loss of money belonging to your business on your premises, in transit, on contract sites, at private homes of key staff and at any bank night safe
- Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to the business
- Loss destruction of damage to cases, bags, containers, belts or waistcoats up to £1000
- Loss destruction or damage to clothing and personal effects up to £500
- Loss destruction or damage to safes and strong rooms up to £10,000

Significant Exceptions and Limitations - Please refer to your Policy document

- Accompaniment condition
- Loss due to the fraud or dishonesty of your employees unless discovered within 7 days
- Shortages due to errors or omissions
- Losses from unattended vehicles, gaming machines, vending machines or automated teller machines
- Loss arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
Goods in Transit Section

Cover, Features and Benefits

Cover for your general merchandise whilst in transit over land or water anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Cover includes:
- Property on approval with customers at their premises anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man subject to a limit of £10,000
- Cover for employees personal belongings up to £500
- Losses to sheets, ropes, tarpaulins and packing materials
- Tools subject to a limit of £500

Significant Exceptions and Limitations - Please refer to your policy document

- Losses due to defective or inadequate packing, insulation or labelling
- Theft or attempted theft of goods from unattended vehicles unless certain guidelines are met
- Losses due to delay, disappearance or inventory shortage
- The first part of any claim - your excess

Legal Liabilities Section

Employers' Liability sub-section

Cover, Features and Benefits

Protection against your legal liabilities to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses

Cover includes:
- Injury to Working Partners
- Indemnity to Principal
- Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1million)
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation up to Your limit of Indemnity
- Trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in your employment by third parties
- Compensation for court attendance as a witness in connection with any claim under this section
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas
Significant Exceptions and Limitations - Please refer to your Policy document

- Cover for acts of terrorism is limited to £5,000,000 any one event
- Work in or on or travel to or from any offshore installation
- Injury to an employee for which compulsory motor insurance is required under Road Traffic Acts legislation

Public Liability sub-section

Cover, Features and Benefits

Protection against your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction or interference up to the limit stated in the schedule including costs and expenses.

Cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation up to Your limit of Indemnity
- Defective Premises Act liability
- Indemnity to Principals
- Data Protection Legislation up to £250,000
- Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1million)
- Personal liability of employees, directors or partners whilst they are overseas on your business
- Employees’ and visitors’ personal belongings
- Compensation for court attendance as a witness in connection with any claim under this section

Significant Exceptions and Limitations - Please refer to your policy document

- Loss or damage to property in your custody or control or to products supplied
- Pollution unless caused by a sudden and identifiable incident
- Territorial Limits exclude USA and Canada unless specifically agreed
- Work in or on or travel to or from any offshore installation
- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Fines penalties or punitive damages
- The first part of any claim - your excess
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos
Products Liability sub-section

Cover, Features and Benefits
Protection against your legal liability compensation costs and expenses following injury or damage by goods that you have sold, supplied, repaired, tested or delivered up to the limit stated in the schedule
Cover is extended to include:

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation
- Compensation for court attendance as a witness in connection with any claim under this section
- Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1 million)

Significant Exceptions and Limitations - Please refer to your policy document

- Pollution unless caused by a sudden and identifiable incident
- Territorial limits exclude USA and Canada unless specifically agreed
- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Liability arising out of products supplied which to your knowledge is for use in or on any aircraft or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
- Fines penalties or punitive damages
- Territorial limit for products supplied is worldwide other than those that are known to be sold, supplied, erected, repaired, altered, treated or installed by you in the USA or Canada

Management Liability Portfolio

Directors and Officers Liability incorporating Company Reimbursement Sub-Section

Covers

- defence costs of health and safety (including corporate manslaughter), trading standards, environment or other regulatory claims
- defence costs and awards of claims by individual shareholders (including other directors and family members with no percentage holding limitation) – see exclusion 9
- defence costs and awards of claims arising from administration of any company pension or employee benefit scheme
- defence costs and awards of claims arising from pollution
- 120 months run off cover after a director retires but see provisions in clause
- defence costs and awards of claims arising from any failed public or private offering – see exclusion 11
- 30 days automatic cover in the event of a management buy out

Significant Exceptions and Limitations - Please refer to your policy document

- Fraudulent or dishonest acts
- Prior litigation
- Bodily injury or property damage
Corporate Legal Liability Sub Section

Cover, Features and Benefits

- defence costs of health and safety (including corporate manslaughter), trading standards, environment or other regulatory claims
- defence costs and awards of claims by individual shareholders (including other directors and family members with no percentage holding limitation) – but see Major Shareholders exclusion
- defence costs and awards of claims arising from administration of any company pension or employee benefit scheme
- defence costs and awards of claims arising from pollution – sub limited
- defence costs and awards of claims alleging breach of data protection legislation
- defence costs of taxation claims
- defence costs and awards of identity crime claims
- direct financial loss arising from employee dishonesty – sub limited
- defence costs and awards of claims arising from any failed public or private offering – see share offering exclusion
- 30 days automatic cover in the event of a management buy out

Significant Exceptions and Limitations - Please refer to your policy document

- Fraudulent or dishonest acts
- Prior litigation
- Bodily injury or property damage
- Claims bought in the USA
- Defined benefit pension schemes
- Failure to fund pension and employee benefit schemes
- Breach of professional duty
- Contractual liability
- Takeovers and mergers
- Share offerings

Employment Practices Liability Sub Section

Cover, Features and Benefits

Covers the company for:

- defence costs and awards of claims arising from allegations by employees including wrongful dismissal, harassment, discrimination, breach of contract and even failure to employ
- defence costs and awards of claims by third parties for claims arising from harassment or discrimination by an employee
- defence costs of assumed liability claims (including TUPE)
- defence costs of pension and employee benefit claims
- costs of legal representation at an investigation where no allegation of a wrongful act is made
Significant Exceptions and Limitations - Please refer to your policy document

- Fraudulent or dishonest acts
- Prior litigation
- Claims bought in the USA

Arch Business Protection Section

As an Arch Policyholder you have access to a range of risk management services and legal expenses insurance.

Risk Management Services

Cover, Features and Benefits

Risk Management Services provides a range of online risk solutions to enable businesses to effectively manage all aspects of workplace safety and staff employment.

Features include:

- Business Continuity
- Health & Safety Management
- Human Resources Support
- E-Learning
- Unlimited remote support from the helpdesk team
- Onsite consultancy available at an additional cost

All of these services can be accessed via our dedicated Risk Management website

www.arch.businessprotection.co.uk

Legal Expenses - (Included with Business Protection)

Cover, Features and Benefits

Cover up to £500,000 for your legal costs and expenses for the following:

- Personal Injury
- Contract Disputes covering actions relating to the purchase, hire purchase, or sale of goods or services providing the amount in dispute exceeds £250 (including VAT)
- Employment Disputes
- Employment Compensation Awards
- Employee Civil Legal Defence including Service Occupancy
- Legal Defence, costs and expenses to defend an insured persons legal rights
  - Criminal Pre-Proceedings Cover
  - Criminal Prosecution Defence
  - Data Protection
  - Wrongful Arrest
  - Statutory Notice Appeals
  - Jury Service and Court Attendance we will pay net salary or wages for the time absent less any amount paid by the court or tribunal
• Property Protection
• Statutory Licence Appeals
• Tax Protection
• Tenancy Disputes
• Debt Recovery, provided the debt exceeds £500 (including VAT)
• Crisis Containment, provided that costs do not exceed £10,000
• Commercial and Residential Leased or Let Property, provided that this policy includes a Property Damage Section and the amount in dispute exceeds £1,000
• Property Disputes

**Significant Exceptions and Limitations** - Please refer to your Policy document

• Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidential agreements
• Any insured incident deliberately or intentionally caused by an insured person
• Any claim relating to rights under a franchise or agency agreement entered into by you
• A dispute with us not otherwise dealt with under arbitration
• Any claim relating to a shareholding or partnership share in your business
• Costs and expenses arising from or relating to judicial review, coroner’s inquest or fatal accident enquiry
• Nuclear war and terrorism risks
• Bankruptcy
• Any claim relating to written or verbal remarks that damage the insured person’s reputation
• Any claim where an insured person is not represented by a law firm, barrister or tax expert
• The date of the insured incident occurs during the period of insurance
• Civil cases where the lawyer we appoint does not believe you will be more likely than not to win your case (this does not apply to Crisis Containment)

This cover is underwritten by DAS Legal Expenses Insurance Company Limited

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**Business Machines All Risks (Specified Items) Section**

**Cover, Features and Benefits**

• Cover for specified business equipment following accidental loss or damage
• Cover can be extended to anywhere in the world

**Significant Exceptions and Limitations** - Please refer to your policy document

• Wear and tear, gradual deterioration, frost, faulty or defective design or materials or workmanship
• Mechanical or electrical breakdown or derangement
• Losses from unattended vehicles unless certain conditions are met
• The first part of any claim - your excess
Engineering – Machinery Damage

Cover, Features and Benefits

Covers ‘sudden and unforeseen’ damage to Machinery subject to a limit of liability of £100,000 unless otherwise stated

- ‘sudden and unforeseen’ damage includes
  - breakdown from internal defects,
  - explosion or collapse, caused by internal steam or fluid pressure
  - accidental damage by extraneous cause
- Loss avoidance costs incurred in taking exceptional measures to prevent impeding loss or damage
- Repair costs investigation up to £25,000 in any one period of insurance
- Statutory Inspection of Plant and Machinery is required to be carried out by HSB Engineering Insurance Services Limited
- Schedule of Plant required

Significant Exceptions and Limitations - Please refer to your policy document

- Loss or damage to Machinery caused by fire lightning explosion (other than explosion provided by this cover) earthquake flood storm inundation escape of water aircraft or other aerial devices dropped therefrom theft or attempted theft
- Wear and tear, gradual deterioration or rust, gradually developing defects
- Intentional act or wilful omission by you
- Consequential losses

Engineering Inspection Section

Cover, Features and Benefits

- Carried out by HSB Engineering Insurance Services Limited
- Provides a thorough examination of plant in accordance with the requirements of such statutory regulations as apply to Plant
- A written report is produced

Significant Exceptions and Limitations - Please refer to your policy document

- Inspections to take place during normal working hours
- Covers only plant specified in the Plant Schedule
Loss of Licence Section

Cover, Features and Benefits

Provides cover for the reduction in value of your business or premises as a result liquor licence not being renewed or withdrawn due to causes beyond your control

Significant Exceptions and Limitations - Please refer to your policy document

Losses arising out of:

- planning improvement or redevelopment
- a change in law
- compulsory purchase or surrender
- a reduction or redistribution of licences

Computer Insurance

Cover, Features and Benefits

Cover

• Hardware
• Reinstatement of data
• Increased cost of working
• Virus hacking and denial of service attack

Extensions to cover

• Automatic cover for newly acquired hardware at premises shown in the schedule (up to £300,000 or 25% whichever is less)
• Waste electrical and electronic equipment directive (up to £25,000 in addition to standard debris removal)
• Portable computer equipment in transit (up to limit stated in schedule or £5000 any one loss for theft of attempted theft/£25,000 any other loss whichever is less)
• Data carrying materials
• Incompatibility of records (up to 50% of the aggregate of the sums insured of sub-sections Hardware sub-section & Reinstatement of data or £50,000 whichever is the less)
• Research and developments costs (up to £25,000) (Reinstatement of data sub-section)
• Reasonable auditors fees (Increased Cost of Working Sub-Section)
• Additional Rental fees up to £25,000 (Increased Cost of Working Sub-Section)
• Virus seek and destroy costs
Significant Exceptions and Limitations - Please refer to your policy document

- Loss or damage to hardware which is recoverable under any maintenance agreement if one is in place or any warranty or guarantee if applicable.
- Loss or damage to hardware whilst hired or loaned out.
- Failure of electricity supply or any communications network caused by
  - Deliberate act by supplier
  - Rationing
  - Strike or lockout
- Indirect Loss
- Application of excess
- Bespoke software
- Operation of protective devices
- Parts requiring periodic renewal

Terrorism Section

Cover, Features and Benefits

Covers damage to material property and business interruption caused by acts of terrorism or sabotage

Significant Exceptions and Limitations - Please refer to your policy document

- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution, insurrection, rebellion, military or usurped power
- Loss or damage by electronic means
- Biological or chemical pollution or contamination
- Nuclear detonation nuclear reaction nuclear radiation or radioactive contamination
- Damage to residential property in the name of a private individual
- Cover limited to England, Wales and Scotland

Marine Cargo Section

This Section provides cover for physical loss or damage to goods during the ordinary course of transit or in store, as applicable.

Cover, Features and Benefits

Covers transit by land, sea and air for all approved modes of transport including inland transits, imports and exports by Commercial Customers in the United Kingdom.

- The basis of cover, unless otherwise agreed, is the London Insurance market standard and internationally recognised Institute Cargo Clauses (ICC). These clauses are standard in international trade and provide cover against all risks of physical loss or damage to goods whilst in the ordinary course of transit by road, rail, sea, air or post.
- This Section also covers War and Strikes (including Terrorism) risks.
  - War risks cover provides protection against physical loss of or damage to your goods caused
by acts of war. War risks cover is only provided whilst your goods are waterborne or airborne. War risks cannot be provided when your goods are in transit on land or while they are in storage or where losses are caused by Nuclear Weapons.

- Strikes risks cover provides protection against physical loss of or damage to your goods caused strikers or other persons taking part in labour disturbances, as well as riots and civil commotions.
- Terrorism cover is also provided but cover is only available whilst the goods are in the ordinary course of transit. We do not provide any terrorism cover whilst goods are in store.

- Unless otherwise stated in your Incoterms or the policy schedule the duration of the cover is from the seller’s warehouse to the buyer’s warehouse. Cover for goods in storage is provided whilst in the ordinary course of transit (i.e. before goods have reached their final destination), including loading and unloading. Cover is extended to include replacement of damaged goods by air.

- Cover can be extended to include:
  - goods in transit to and from any exhibition or demonstration in the UK or Overseas, including packing, unpacking, assembly and dismantling. In addition we will cover display materials, stands, fixtures and fittings and equipment.
  - loss of or damage to your tools of trade, representatives samples while in a conveyance owned and operated by you.
  - Cover for your goods stored at specified warehouses.

**Significant Exceptions and Limitations** - Please refer to your policy document

- Sea/Ocean going vessels must be seaworthy and comply with the Institute Classification Clause and hold a valid security certificate. If any standards are not met you must notify us as soon as possible. Failure to notify us may invalidate your cover.
- Ordinary leakage wear and tear, losses attributable to insufficient or unsuitable packing, inherent vice or breakdown of refrigeration equipment
- Maximum 60 days storage at a destination seaport is included (30 days in respect of airports).
- Loss, damage or expenses proximately caused by delay, whether the delay is caused by a risk insured against or not.
- Transits to, from or within any excluded territories
- Loss, damage or expense arising from the insolvency or financial default of the owners, managers, charterers or operators of any vessel or aircraft.
- Losses caused by Radioactive Contamination or Cyber risks.
- This cover is not available for shipments of Livestock, Money, Jewellery, Precious Stones, Precious Metals, Bullion, Furs, Antiques, Curiosities, Works of Art, Objet D’art or Rare Books, Tobacco, Cigarettes, Cigars, Household Goods or Personal Effects, Bulk Oil, Coal, Caravans, Yachts or other Watercraft, Railway Rolling Stock
Cancellation
If this cover does not meet with your requirements please return all your documents and any Employers Liability Certificate(s) to your insurance agent who has arranged the cover within 14 days of receipt and We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance.

We may cancel this policy or any part thereof by giving 30 days notice to your last known address

Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, you shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

If you wish to terminate the cover at any other time please contact your insurance agent who arranged it and any return premium will be at the discretion of Arch Insurance (UK) Limited.

How to Make a Claim
To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

To register a claim under any other Section You should email full details of the claim including your Arch policy number to commercial.claims@archinsurance.co.uk or call 0345 258 3880.

For policyholders who have elected to purchase the Management Liability Section, You should email full details of the claim or circumstance along with your Arch policy number to smedo@archinsurance.co.uk or call 020 7621 4500.

Please contact DAS in the event that you need to make a Legal Expenses claim including if you are considering carrying out a redundancy.
Claims telephone Number: For Legal Expenses Claims phone 0370 755 3111
For Crisis Containment Claims phone 0344 893 9314

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so.

How to Complain
Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you

If you have a complaint please write to the Complaints Manager, Arch Insurance (UK) Ltd, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ
complaints@archinsurance.co.uk

After this action if you are still not satisfied with the way a complaint has been dealt with Your complaint may be referred to the Financial Ombudsman Service (FOS) The address is
www.financial-ombudsman.org.uk, complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect Your rights to take legal proceedings
**Financial Services Compensation Scheme**

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)
Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.