Specific Risk Insurance

Insurance Product Information Document

This insurance product is provided by DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority, number 312593. Registered in England and Wales under company number 4160680 with registered office at One Creechurch Place, London, EC3A 5AF.

Insurer: AXA XL Insurance Company UK Limited

Product: Commercial Real Estate - Specific Risk Policy

This is a summary of key information relating to this insurance policy and it is not personalised to individual cover or needs. You will find all the terms and conditions (along with other important information) in the policy documentation.

What is the type of insurance?

This Specific Risk Policy is a single premium insurance which protects owners, mortgage lenders/heritable creditors, tenants and future property owners against a specified legal defect which affects your ownership, occupation or use of the property. Further details of the specific risk(s) will be described in the insured event(s) section of your certificate of insurance on purchasing the policy, and these will be discussed with you as part of arranging the insurance.

What is insured?

The policy covers you up to the agreed limit (which will be based on the amount you find suitable in connection with your property) for losses that you suffer or incur as a result of the specific legal defect. Specific coverages include:

- ✔ Reduction in the market value of the property after a final order or judgement of the courts
- ✔ Up to the full amount of money, costs or some other remedy that you must pay to someone else, as a result of the specific insured risk.
- ✔ Up to the full amount of rent, service charges and insurance rents that you are required to pay whilst unable to use the property during a claim

What is not insured?

- ✖ Any losses caused or increased by you communicating with a third party
- ✖ Being unable to sell, or having to reduce the price of the property because a risk exists which is insured under the policy, but the buyer refuses to accept the policy
- ✖ Unauthorised legal fees and other expenses.

Are there any restrictions on cover?

- ! The insured property must be used only for the Insured Use (as described in the Certificate of Insurance).

✔ Up to the full amount of increased interest due under a mortgage/standard security due to development works being delayed because of an insured event.

! You must not negotiate, admit fault, make any payment, offer of payment or promise of any payment unless you have our written permission.

Where am I covered?

✔ You are covered for the jurisdiction in which the insured property is situated.

What are my obligations?

You must:

- Ensure that the information you provide us with is accurate as failure to do so may result in your policy becoming invalidated and a claim not being paid.
- Tell us as soon as possible about any event which might lead to a claim, but always within 28 days.

When and how do I pay?

- We normally accept payment through your intermediary for the full premium in advance of the policy's start date. Your intermediary will advise you of the payment methods available through them.

When does the cover start and end?

- The cover starts on the agreed start date and will not end unless expressly noted as part of the purchase process.

How do I cancel the contract?

If you are a natural person who is taking out the Policy for purposes wholly or mainly unrelated to your trade, business or profession, you are entitled (either yourself or through your professional adviser) to cancel this policy by notifying DUAL within fourteen (14) days of the latter of:

- the date you receive this policy; or
- the Policy Commencement Date (as listed in your Certificate of Insurance).

If you are not a natural person, there are no cancellation rights under this policy.

DUAL Legal Indemnity & Title Insurance

Specific Risk Policy

Commercial Real Estate - England And Wales

AXA

XL Insurance

DUAL

Certificate of insurance

Policy Number:	**CP-MLI-732906184**	**Premium:**	**£20.97**
Policy Commencement Date:		**Insurance Premium Tax:**	**£2.52**
		Total:	**£23.49**
Land Registry Number:	CU92588		
Property:	Holmesfoot, Nenthead, Alston, CA9 3LS		
Insured Use:	Continued use of the Property as existing and constructed as at the Policy Commencement Date.		
Who is insured by this Policy, referred to as "you" or "your" in the Policy terms:	**Paul James Liverick and Frances Joyce Richardson** and others who own all or part of the Property after the Policy Commencement Date, together with any mortgagees, chargees or tenants, who have an interest in all or part of the Property including their successors in title (unless otherwise limited by the Additional Conditions).		
The Insurer that provides this insurance, referred to as "the Insurer" or "us" in the Policy terms:	**AXA XL Insurance Company UK Limited**		
Policy Amount, which is the maximum amount of our liability under this Policy:	**£50,000.00**		
Period of Insurance	This Policy protects you forever. It also insures others who own all or part of the Property after the Policy Commencement Date, together with any mortgagees, chargees or tenants who have an interest in all or part of the Property, including their successors in title (unless otherwise limited by the Additional Conditions).		

1 Insured event(s)

	Excess:	Limitation:
Searches - Search Validation	Nil	None

Searches have previously been obtained which are 'out-of-date' for the purpose of the purchase and/or mortgage of the Property.You suffer Loss or Damage resulting from an Adverse Entry that existed and would have appeared in any one or more of the following searches had they been obtained on the Policy Commencement Date: LLC1, CON29R and 29O, CON29DW, CON29M or other mining search.

* If '**LENDER ONLY**' shown as a 'Limitation', the Insured Event(s) is limited to protect the mortgage lender only, but may also be subject to such limitation or further restriction by the Additional Conditions

2 Additional uninsured matter(s)

- Any Claim relating to an adverse entry revealed by searches previously obtained by or provided to you and/or of which you have actual knowledge on the Policy Commencement Date.
  Applicable to: **Searches - Search Validation**

3 Additional condition(s)

- 'Adverse Entry' shall mean any matter materially affecting the market value of the Property in accordance with the Insured Use and/or, where you are a mortgage lender, any financial charge registered against the Property taking priority over your mortgage or charge secured on the Property
  Applicable to: **Searches - Search Validation**

- Loss or Damage shall be limited, for a mortgage lender, solely to shortfall in repayment of the outstanding debt due under its mortgage or charge.
  Applicable to: **Searches - Search Validation**

4 Statements of fact

The information that you and/or your conveyancer have given, made up of the questions and the answers that you gave, when you applied for this Policy.

- The Property includes an existing building(s), being sold/purchased and/or mortgaged or subject to grant of a lease, which will continue to be used in accordance with its existing use and no redevelopment is planned.
  Applicable to: **Searches - Search Validation**

- The parties to the transaction are not aware of any matters that would give rise to an Adverse Entry appearing in searches. In particular, you have established that the Property benefits from planning permission for its existing use (unless Planning Permission has been selected as an Insured Event)
  Applicable to: **Searches - Search Validation**

- The searches being relied upon for your purchase and/or mortgage, which are 'out-of-date', are no more than 18 months old at the Policy Commencement Date.
  Applicable to: **Searches - Search Validation**

Simon McGinn, Chief Executive Officer
DUAL Corporate Risks Limited

Definitions

Certain words in the Policy have particular meanings that are described below.

Additional Conditions:	Means any additional terms and conditions contained in the Certificate of Insurance.
Authorised Expenses:	Legal fees, costs, disbursements and expenses that we are obliged to pay (including, but not limited to, expenses related to experts or other relevant third parties), which you or your Legal Representative incur in defending you or pursuing your Claim because of an Insured Event. Authorised Expenses must always be reasonably and properly incurred. We must approve them in writing before they are incurred (such approval not to be unreasonably withheld, conditioned or delayed).
Certificate of Insurance:	The certificate which appears at the beginning of this Policy, issued by DUAL on behalf of the Insurer, which certifies that you will be indemnified in accordance with the terms and conditions of this Policy.
Claim:	A claim brought by or against you, or threatened by or against you, arising out of and/or in connection with any of the Insured Events.
Court:	A court of law, tribunal, panel, public authority or public body in England & Wales, which has the power to make a final legal ruling which affects the Property, for example the Upper Tribunal (Lands Chamber) or a Local Authority.
DUAL Corporate Risks Limited:	DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority, number 312593. Registered in England and Wales number 4160680, registered office: One Creechurch Place, London EC3A 5AF.
Excess:	The amount of Authorised Expenses and/or Loss or Damage which you are required to pay or incur before the Insurer has any liability under this Policy. The relevant amount is stated in the Certificate of Insurance and applies in the aggregate for the Period of Insurance (unless otherwise amended by the Additional Conditions).
Final Judgment:	A judgment of a Court that cannot legally be appealed further.
Hazardous Substance:	Any substance exhibiting any characteristic hazardous to, or having an adverse impact on, the environment or human health or life, including but not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, soil, chemicals and waste materials, air emissions, odour, waste water, oil, oil products, infectious or medical waste, asbestos products, ionising radiation, nuclear fuel or any chemical, biological, bio-chemical or electromagnetic weapon.
Insured Event(s):	The issue or event that has led to, or given rise to, a Claim, as set out in the "Insured Events" section of this Policy and in the Certificate of Insurance.
Insured Use:	The intended use of the Property, as described in the Certificate of Insurance.
Insurer, we, us, our:	AXA XL Insurance Company UK Limited
Legal Representative:	The person or firm that we appoint to represent you and protect your interests in respect of a Claim.
Loss or Damage:	a. Money, costs or some other remedy that you must pay to someone else, as a result of an Insured Event. This includes an award that a Court orders to be

	paid to settle your Claim, or a term of a Settlement requiring you to make a payment, or expenses that you incur complying with an order of a Court or a term of a Settlement, including an injunction. b. The difference between the value of your Property immediately before a Final Judgment or Settlement resulting from an Insured Event (on the basis that no Claims have ever been or will be brought and no Settlements have ever been or will be entered into in respect of an Insured Event) and the value once there has been a Final Judgment or a Settlement resulting from an Insured Event, such values to be determined by a Valuer. c. Demolition, alteration and/or reinstatement costs resulting from an Insured Event. d. Costs and expenses (including, but not limited to, architects', planners' and surveyors' fees) that you have already incurred or contracted to incur on any development works permitted in accordance with the Insured Use, which are wasted because of an Insured Event. e. Interest due under the terms of a mortgage on your Property, if any development works, permitted in accordance with the Insured Use, are delayed by an order of a Court, a term of a Settlement or at our request, because of an Insured Event. f. Rent, service charges and insurance rents that you, as a tenant under a lease of the Property, are legally required to pay under the terms of a lease over any period of time in which you are prevented from using the Property for the Insured Use, as a result of an injunction granted on the basis of an Insured Event, until the date that the lease is lawfully determined.
Period of Insurance:	The Policy, and the cover afforded by it, starts on the Policy Commencement Date, which is stated in the Certificate of Insurance. The Policy continues to protect you and the Property for as long as the Property is affected by the Insured Events unless otherwise limited by the Certificate of Insurance or elsewhere in this Policy.
Policy:	This Asset Protection Insurance policy, which includes the Certificate of Insurance, the Definitions, the Policy Terms & Conditions and any endorsements.
Policy Amount:	The maximum amount of our liability under this Policy, which is stated in the Certificate of Insurance. Any payment of Authorised Expenses will not reduce the Policy Amount
Policy Commencement Date:	The date this insurance contract commences, which is stated in the Certificate of Insurance.
Property:	The real estate described in the Certificate of Insurance, which will be used in accordance with the Insured Use. Please contact us immediately if the property details described in the Certificate are not correct.
Settlement:	An out of court settlement of any Claim reached by us on your behalf or reached by you with our prior written consent, to settle a dispute between you and a third party.
Uninsured Matters:	Risks and events, for which we will not be liable, as set out in the "Uninsured Matters" section of this Policy.
Valuer:	The valuer appointed jointly by us and you to value the Property following a Final Judgment or Settlement resulting from an Insured Event or, in the absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors.

You, your, Insured:	The person(s), company, partnership or other legal entity specifically named in the Certificate of Insurance, and others who own all or part of the Property after the Policy Commencement Date, together with any mortgagees, chargees or tenants who have an interest in all or part of the Property, including their successors in title (unless otherwise limited by the Certificate of Insurance or elsewhere in this Policy).

Policy terms & conditions

1 Insured events

We will indemnify you above the Excess (if applicable), in aggregate up to the Policy Amount, for Loss or Damage caused by any of the Insured Events. We will also pay your Authorised Expenses above the Excess (if applicable), which will not reduce the Policy Amount. Authorised Expenses incurred in relation to an Insured Event shall reduce the Excess. In order to claim on this indemnity, you must have paid the premium within 28 days of the Policy Commencement Date.

Our indemnity is based upon the terms and conditions of this Policy, the Uninsured Matters listed below and any Additional Conditions. If there is any inconsistency between the Policy Terms & Conditions and any Additional Conditions, then the Additional Conditions will prevail to the extent of the relevant inconsistency.

2 Uninsured matters

We will not indemnify you for Loss or Damage or pay Authorised Expenses, in respect of the following Uninsured Matters, unless specifically insured against as an Insured Event(s):

a. Loss or Damage caused or increased by:

    i. you communicating with a third party, in respect of an Insured Event(s), without our prior written consent (which we will not unreasonably withhold or delay); or

    ii. any action of someone to whom you have disclosed the existence of this Policy without our consent (which we will not unreasonably withhold or delay).

    However, you are permitted to disclose the Policy to, or communicate about Insured Event(s) with: a potential purchaser with whom you are negotiating a sale of the Property, a mortgage lender or tenant or your or their advisors or anyone to whom you are required by law to show this Policy or required by law to communicate with, regarding the Insured Event(s).

b. Claims against you (and resulting Loss or Damage), to the extent caused or increased by you using the Property for a use which is different to the Insured Use.

c. Your inability to sell the whole or any part of the Property, or any reduction in its sale price, because a risk exists that has not yet led to a Claim and a purchaser refuses to accept this Policy to protect it against the relevant risk.

d. Legal fees and other expenses included in the definition of Authorised Expenses, which we did not authorise in writing before they were incurred, unless we have backdated approval for these Authorised Expenses.

e. Loss or Damage caused by or arising from any (i) malicious or non-malicious electronic data activity, Hazardous Substance, terrorism, war, invasion, riot, civil commotion, revolution or a similar event and (ii) pollution, contamination, the environment, hazardous materials, biodiversity conservation, building energy efficiency or similar unless specifically insured as an Insured Event(s).

f. Loss or Damage or Authorised Expenses resulting from a fraudulent, deliberately exaggerated or dishonest Claim made by you or arising from untrue or incomplete information provided by you when you applied for this Policy.

g. Loss or Damage (such as, but not limited to, the risks of fire or flood) that would be covered by a buildings and/or contents insurance policy.

h. Loss or Damage resulting from a governmental body or public utility company exercising statutory rights over your Property, unless specifically insured for under the Insured Event(s).

i. Any Loss or Damage, Claims or expenses directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof. This exclusion also applies to any Claim, Loss or Damage or expenses of whatever nature directly or indirectly arising out of, contributed to by or resulting from: (i) any fear or threat (whether actual or perceived) of; or (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

j. Any additional Uninsured Matter described in the Certificate of Insurance.

3 Contract of insurance

3.1 Duty of fair presentation

The Insured acknowledges its duty to make a fair presentation of the risk to the Insurer in accordance with the Insurance Act 2015. At inception of this Policy and whenever changes are made to it at your request, you must disclose to us all material facts in a clear and accessible manner and not misrepresent any material facts. If you do not comply with this duty, we may exercise the rights set out in this clause.

However, if you are an individual buying this Policy wholly or mainly for purposes unrelated to your trade, business or profession, the obligation above does not apply. In such circumstances, you have a duty to take reasonable care to answer all of the Insurer's questions fully and accurately and to ensure that any information that you provide is not misleading. This duty exists whilst arranging the policy, when it is renewed and any time that it is varied.

Nothing in this clause 3 limits or varies the application of the Insurance Act 2015, the Consumer Insurance (Disclosure and Representations) Act 2012 or other legislation which is relevant and applicable.

3.2 Deliberate or reckless breach

If we establish that you deliberately or recklessly breached the obligations in clause 3.1, we may avoid this Policy, decline all Claims and retain the premium. We may also recover any amounts that we have already paid under this Policy, along with any costs or expenses we have incurred.

3.3 Breach which is neither deliberate nor reckless

If we establish that your breach of the obligations in clause 3.1 was neither deliberate nor reckless then we can exercise the rights set out below.

a. If we would not have entered into this Policy, we may avoid this Policy and decline all Claims, but will return the premium to you. We may also recover any amounts that we have already paid under this Policy, along with any costs or expenses we have incurred.

b. If we would have entered into the Policy but on different terms (other than terms relating to the premium), we can treat this Policy as if it had been entered into on those different terms.

c. In addition, if we would have entered into the Policy, but would have charged a higher premium, we may reduce proportionately the amount to be paid on a Claim (and, if applicable, the amount already paid on prior Claims). In these circumstances, we will only pay X% of what we would have otherwise been required to pay, where X = (the premium actually charged ÷ the premium we would have charged) x 100.

4 The term of this policy and how to cancel your policy

4.1 Period of Insurance

The Policy, and the cover afforded by it, starts on the Policy Commencement Date, which is stated in the Certificate of Insurance. The Policy continues to protect you for as long as the Insured Events cause a risk to the Property.

4.2 Cooling off period

The cancellation right in this clause applies only if the Insured is a natural person who has entered into this Policy for purposes outside their trade, business or profession.

You are entitled (either yourself or through your professional adviser) to cancel this Policy by notifying DUAL using any of the contact details shown in this Policy within fourteen (14) days of either:

a. the date you receive this Policy; or

b. the Policy Commencement Date,

whichever is later.

A full refund of any premium paid will be made, unless you have made a Claim, in which case the full premium is due.

You cannot make a Claim after cancelling this Policy.

4.3 Our Right to Cancel

We are entitled to cancel this Policy, if there is a valid reason to do so, including for example:

a. any failure by you to pay the premium; or

b. as permitted under clause 3.

5 Making a claim

You must tell DUAL within 28 days of you (and if you are a company or partnership then one of your directors, officers, partners or senior managers) becoming aware of anything that may result in a Claim under this Policy, even if you are not sure you want or need to make a Claim.

To make a Claim, please contact DUAL.

In writing:	By email:	By phone:
DUAL, One Creechurch Place, London EC3A 5AF	dualtitleclaims@dualgroup.com	+44 (0)20 3318 8391

Once we have received your Claim we will:

a. register your Claim;

b. give you a reference number to quote; and

c. explain the Claim process (including confirming whether you are covered and explaining the next steps).

Remember, once your Claim has been accepted by us, it is our aim to defend you, at our expense, to resolve the Claim as efficiently as possible.

6 Dealing with claims under this policy

You must not negotiate, admit fault, make any payment, offer of payment or promise of any payment unless you have our written permission. Such written permission will not be unreasonably withheld or unduly delayed. We have the right to refuse to indemnify you for any payment, offer or promise of payment that does not have our permission.

You must co-operate with us at all times and we have the right to reduce your Claim to the extent that a material non-co-operation affects our ability to assist you and increases Loss or Damage.

In dealing with any Claim, we will choose whether to defend you or pay you a cash amount equal to the Loss or Damage you have suffered. At any time, we can pay you an amount equal to the Policy Amount or any lower amount for which the Claim can be settled, after deduction of any money already paid. We may then give up control of and have no further liability in connection with the Claim.

We may carry out the defence or settlement of your Claim and:

a. take any legal action in the name of any person covered by this Policy; and

b. if necessary, choose a Legal Representative, who will act for you in any legal action.

If we decide to take legal action, we will not be obliged to pay your Claim until there is a Final Judgment or Settlement. Whilst we are taking legal action on your behalf, if we believe that it is likely that we will not be successful, we have the discretion to agree a reasonable settlement with you to resolve your Claim.

Unless otherwise permitted under this Policy, we will only pay Authorised Expenses that we have first agreed to in writing, such approval not to be unreasonably withheld or delayed. Authorised Expenses will be promptly paid by us on a monthly basis, following production of the relevant invoices by you on a monthly basis.

In the following circumstances, your Claim will be referred to an arbitrator:

a. if we cannot agree how a Claim should be managed;

b. if we accept liability, but you disagree with the amount we offer to pay; and/or

c. if you disagree with our decision to pursue litigation to a Final Judgment.

The arbitrator will be jointly appointed. The arbitrator will be a barrister or a chartered surveyor with not less than 10 years' experience of such disputes. Should we and you be unable to jointly appoint an arbitrator within 45 days of beginning any such attempts, either party will be entitled to apply to The London Court of International Arbitration or the Royal Institution of Chartered Surveyors who shall make the appointment.

When the extent of your Claim and our liability to you under this Policy has been finally determined, we will pay you within 60 days of that determination. All payments made under this Policy will reduce the Policy Amount.
The exception to this are payments of Authorised Expenses, which are paid in addition to the Policy Amount and do not reduce it.

7 Other insurance

If any incident that leads to a valid Claim is covered under any other insurance policy, we will only pay our share of the Claim.

8 Non-vitiation clause

Any behaviour of an Insured which invalidates or vitiates the cover provided by this Policy shall not prejudice the interest of any mortgagee, chargee, lessee, lessor or other successor in title in this Policy or invalidate a claim by it.

9 Your agreements with others

You may not assign any of the rights under this Policy without our express written permission (such permission not to be unreasonably withheld, conditioned or delayed). However, this does not prevent assignment of rights as and between any of the persons or entities included within the definition of “You, your, Insured” in the Definitions.

10 Fraud

If you, or anyone acting for you, makes a Claim under this Policy which is fraudulent, intentionally exaggerated and/or supported by a fraudulent statement or other device, we will not pay any part of that Claim and, if we have already paid money pursuant to that fraudulent Claim, we may recover from you any such amounts paid. We may also notify the relevant authorities, so that they may consider criminal proceedings.

In addition, we may terminate the Policy with effect from the time of the fraudulent act and retain the premium. Any such termination does not affect your and our rights and obligations regarding any event occurring before the time of the fraudulent act.

11 Notices, changes to policy terms and governing law

Every notice that needs to be given under this Policy must be given in writing either by email or post and should include your Policy Number. If you give us notice, please email us at online@dualgroup.com or send it to the address that is detailed in your Certificate of Insurance. If we give you notice, we will send it to your last known address.

To be effective, any change to the terms of this Policy must be made by way of an endorsement issued by the Insurer. If you wish to request an amendment, please email your request to online@dualgroup.com or send it to the address that is detailed in your Certificate of Insurance.

English and Welsh law and the English language will apply to this Policy and, subject to clauses 6 and 14, the courts of England & Wales will deal with disputes that arise from its terms, unless agreed otherwise in writing with us.

12 Sanctions

No insurer shall be deemed to provide cover and no 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 insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

13 Several liability notice

If there are multiple parties that comprise the Insurer, each subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. Each subscribing insurer is not responsible for the subscription of any co-subscribing insurer, who for any reason does not satisfy all or part of its obligations.

14 What to do if you have a complaint

14.1 Making a complaint

If there is any occasion where service does not meet your expectations, please contact your legal representative or broker in the first instance by any means convenient to you.

If you remain dissatisfied, please direct your complaint:

In writing:	By email:	By phone:
Head of Compliance DUAL Corporate Risks Limited One Creechurch Place London EC3A 5AF	complaints@dualgroup.com	+44 (0)20 7337 9888

In the first instance, DUAL Corporate Risks Limited will review your complaint and hope to resolve the matter. DUAL Corporate Risks Limited will investigate the circumstances regarding your complaint and we will endeavour to resolve your complaint at the earliest possible stage.

14.2 Financial Ombudsman Service

If you remain dissatisfied after DUAL Corporate Risks Limited has considered your complaint, or you have not received a final decision within eight (8) weeks, you may be able to refer your complaint to the Financial Ombudsman Service (**FOS**).

The FOS can be contacted:

In writing:	By email:	By phone:
The Financial Ombudsman Service Exchange Tower London E14 9SR	complaint.info@financial-ombudsman.org.uk	0800 023 4567 / 0300 123 9123

You can find information on the FOS at www.financial-ombudsman.org.uk

14.3 Financial Services Compensation Scheme

DUAL Corporate Risks Limited is covered under the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if obligations under this contract of insurance are not met. If you are entitled to compensation under the FSCS, the level and extent of compensation available depends on a range of factors, including the nature of this contract of insurance and the type of business operated by the Insured. Further information about the FSCS (including contact details) is available at www.fscs.org.uk.

15 Personal information

15.1 Personal Information

This clause applies if this Policy provides cover for individuals who are either insureds or beneficiaries under the Policy ("**Individual Insureds**").

The Insurer and other insurance market participants collect and use relevant information about Individual Insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes Individual Insured's details, such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

DUAL will process Individual Insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with the privacy notice available on DUAL's website and applicable data protection laws.

For more information about how AXA XL Insurance Company UK Limited processes your personal information, please see its full privacy notice at: axaxl.com/privacy-and-cookies.

15.2 Minimisation and notification

The Insurer and DUAL are committed to using only the personal information needed to provide you with your insurance cover. To help achieve this, you should only provide information about Individual Insureds that is requested from time to time. You must promptly notify DUAL if an Individual Insured covered by this Policy contacts you about how their personal details are used in relation to your insurance cover, so that DUAL can deal with their queries.

Asset protection insurance
Commercial real estate - England And Wales
Specific risk policy

Insurer's Agent

DUAL
One Creechurch Place
London
EC3A 5AF
United Kingdom
(Registered in England and Wales as a trading name of DUAL Corporate Risks Limited, Registered number: 4160680)

Email Address: online@dualgroup.com

Telephone Number: +44 (0)203 808 6030

Insurer

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 Address:

20 Gracechurch Street, London, EC3V 0BG United Kingdom