



Significant changes summary

This notice applies to AXA Professionals Insurance customers.

Changes to our policy wordings

The AXA Professionals Insurance policy wording has been relaunched to ensure it remains aligned to market standards and continues to reflect our customers' needs. Our customers will be moved onto the new version of this wording at their next renewal.

The previous policy and the new policy have various differences in definitions, cover, conditions and exclusions but overall, the new policy provides cover more aligned to today's customers' needs.

This document tells you about those changes that will take effect from the renewal date as a result of being moved onto the relaunched policy wording. It details the significant changes to all available sections of the Professionals Insurance policy. Some of the sections may not be covered. The sections of cover that apply to the policy are shown as 'covered' under the cover summary which is in the schedule.

This document does not form part of the policy contract. Please ensure you read the changes below in conjunction with the new policy wording and schedule. If there is a conflict between this document and the new wording, the terms of the policy will apply.

If you have any questions about the policy, whether relating to cover or premium, please speak to your normal AXA contact. They will be able to give you all the information and advice you need to make any decisions about the cover.

With kind regards

Your AXA team

Policy introduction section

New or revised restrictions and exclusions which apply to the new policy:

- 1** Cancellation condition has been amended to clarify our maximum acceptance limits for this policy, and to explain that the policy will be cancelled if these acceptance limits are exceeded.
- 2** Change in risk condition amended to incorporate the previous Number of persons condition. The revised condition clarifies the insured's responsibility to tell us when the number of working days by Occasional additional workers exceeds 50 days. It also sets out what we will do if the insured has not told us of a change in the number of persons at the time a claim is made. The previous Number of persons condition has been deleted.

New or improved covers and benefits which apply to the new policy:

- 1** Definition of Employed person now includes
 - a** drivers of plant
 - b** outworkers/homeworkers
 - c** prospective employees being assessed for employment
 - d** persons seconded from an overseas subsidiary or parent company
 - e** persons engaged in community service working under the Criminal Justice Act.
- 2** Cancellation condition amended to clarify how the Insured and we can cancel the policy. Also the short period surcharge has been removed.
- 3** Instalments condition amended. We will no longer charge an administration fee or a short period payment surcharge.

Other changes or clarifications which apply to the new policy:

- 1** This policy section has been amended to clarify that the policy wording, schedule, statement of fact and any endorsements must be read together.
- 2** Data protection notice has been added to clarify how we use the personal information we collect, and to clarify the insured's rights.
- 3** AXA Claims telephone helpline has been added to Important phone numbers to make it easier to contact us in the event of a claim.
- 4** Emergency helpline information amended to clarify that the helpline is available for emergencies at the insured's business premises.
- 5** Definition of Bona fide sub-contractor added to support the revised cancellation condition.
- 6** Definition of Number of persons added to support the revised Change in risk condition. This clarifies who the Insured should include in the number of persons declared to us.
- 7** Definitions of Occasional additional worker and Working day added to support the revised Occasional additional worker cover.
- 8** Claims procedure condition amended to clarify what we require the Insured to do when a loss has occurred. We have also clarified our communication with the Insured and how we will assess a claim.
- 9** Fraud condition amended to clarify the actions we may take if we identify fraud. This includes options to cancel the policy, refuse to pay a claim or inform the police, fraud prevention agencies and the Insurance Fraud Register.
- 10** Reasonable care condition amended to clarify that risk improvements must remain in place throughout the duration of the policy.

Public and products liability section

New or revised restrictions and exclusions which apply to the new policy:

- 1** What is covered now clarifies that cover is provided within the territorial limits and uses the new definition of territorial limits.
- 2** Limit of indemnity now applies in the aggregate for products. Previously the limit applied per event. Where an action is brought or started in the USA or Canada the maximum we will pay is the limit of indemnity. Previously the limit of indemnity was silent on claims brought within USA or Canada.
- 3** Occasional additional workers cover amended. Previously called Temporary employees cover. Clarifies that cover under the Public and products liability section applies to occasional additional workers for a maximum of 50 days. The revised cover also clarifies what the insured needs to do when the 50 days is exceeded.
- 4** Aircraft and watercraft exclusion has been amended to clarify that liability arising from the use of unmanned aerial devices such as model aircraft or drones is excluded.
- 5** Cyber and data exclusion added. This was previously excluded by endorsement. This exclusion has now been moved into the Public and products liability section of the policy.
- 6** Deliberate act exclusion added. Previously liability was only covered if the act was accidental. This exclusion of deliberate acts adds clarity to when liability is not covered.
- 7** Employment disputes exclusion, Intellectual property exclusion and Libel, slander and defamation exclusion added as we are now using the definition of personal injury under 'What is covered'. The addition of these exclusions mean cover is unchanged from the previous wording.
- 8** Fungal pathogens exclusion added to clarify that cover will not be provided for claims arising from toxic mould/mildew and other Fungal pathogens.
- 9** Overseas establishment exclusion added to clarify that the policy does not cover claims arising from overseas establishments.
- 10** Professional duty exclusion amended. Previously called Design and advice and treatment exclusion.
- 11** Punitive damages exclusion added to clarify that the policy does not provide cover for punitive or aggravated damages awarded by courts outside the UK.
- 12** Road traffic act exclusion amended to also exclude circumstances where cover is provided by another insurance.
- 13** Suspension of cover condition added. This new condition allows us, upon discovery of a defect or danger, to temporarily suspend cover for those specific defects or dangers whilst the insured corrects them whereas previously we could only cancel the whole Public liability section.

New or improved covers and benefits which apply to the new policy:

- 1** The title of this section has been changed to Public and products liability section to clarify that cover for products liability is included.
- 2** Additional business activities cover added. Cover previously provided within the definition of Business. The cover now includes
 - a** organisation of, attendance at and participation in exhibitions and trade shows within the UK and EU
 - b** organisation and sponsorship of fundraising activities and events and sponsorship of individuals.

New or improved covers and benefits which apply to the new policy: *continued*

- 3** Compensation for court attendance cover increased from £250 per day to £500 per person per day.
- 4** Cross liabilities cover amended to clarify how cover applies, and now includes provision for where the insured is a membership organisation.
- 5** Environmental clean up cover added. The Public and products liability section now provides cover for clean up costs following a sudden escape of pollutants. The limit of indemnity applicable to this cover is shown under the Limit of indemnity section.
- 6** Manslaughter costs cover amended. Defence costs cover under the Public and products liability section no longer ends if a claim is settled or withdrawn.
- 7** Munitions of war cover added to provide cover for damage from the detonation of munitions of war.
- 8** Safety legislation costs cover has been improved so that defence costs cover under the Public and products liability section no longer ends if a claim is settled or withdrawn. The cover also uses the new definition of safety legislation costs to provide cover for terrorism legislation.
- 9** Work overseas cover added. Cover was previously detailed within the Foreign manual work exclusion. This clarifies that cover is provided for temporary non-manual work elsewhere in the world.
- 10** Contractual liability exclusion amended. We no longer exclude cover where the Insured's liability is increased provided we have full control over the defence or settlement of any claim.

Other changes or clarifications which apply to the new policy:

- 1** The definition of Additional persons has been removed from the wording. This cover is now provided by Personal liability cover and Principals liability cover. The parts of the wording affected are:
 - a** What is covered
 - b** Claim costs cover
 - c** Definition of Event
 - d** Manslaughter costs cover
 - e** Safety legislation costs cover
 - f** Road traffic act exclusion
- 2** Computer system definition amended. This definition was previously added by endorsement and has now been moved into the Public and products liability section. The definition has been updated to clarify what we mean by computer system.
- 3** Contractual liability definition amended to remove the words 'express or implied' to add clarity to the cover.
- 4** Cyber act, Cyber incident and Data definitions added for use with the Cyber and data exclusion. These were previously applied by endorsement.
- 5** Fungal pathogens definition added to clarify what we mean by Fungal pathogens.
- 6** Property damage is now defined to clarify the cover provided.
- 7** What is covered amended to use the definitions of personal injury, property damage and nuisance or trespass. This includes cover for wrongful arrest, detention, imprisonment or eviction which were previously specified as covered.

Other changes or clarifications which apply to the new policy: *continued*

- 8** Limit of cover has been renamed Limit of indemnity. This now includes details of limits that apply to specific covers. These were previously detailed within each cover.
- 9** Reference to claim costs has been removed from within individual covers to avoid duplication with the Claim costs cover.
- 10** Contingent motor liabilities cover amended to include the UK now that the UK have left the EU.
- 11** Data protection cover amended. Cover for directors and employed persons has been removed as this is now covered under the extended Employers liability section. The limit of indemnity applicable to this cover is now shown under the Limit of indemnity section.
- 12** Manslaughter costs cover amended. The limit of indemnity is now shown under the Limit of indemnity section. We also clarify that
 - a** we will not pay for defence costs if cover is available from any other source or insurance
 - b** where we provide consent this will be in writing
 - c** fees for intervention are not covered.
- 13** Property in your care cover added. Previously cover was given under Property in your control exclusion which has now been removed. The cover is unchanged.
- 14** Safety legislation costs cover amended. The limit of indemnity is now shown under the Limit of indemnity section. We also clarify that
 - a** we will not pay for defence costs if cover is available from any other source or insurance
 - b** where we provide consent this will be in writing
 - c** fees for intervention are not covered.
- 15** Pollution and contamination exclusion removed. 'What is covered' amended to clarify that the release of pollutants is only covered when caused by a sudden incident. Previously the pollution and contamination exclusion provided that cover was excluded unless it resulted from a sudden incident.
- 16** Rectification of defects exclusion amended to clarify the cover.

Personal accident section

New or revised restrictions and exclusions which apply to the new policy:

- 1** Criminal act exclusion has been amended to clarify that cover will not be provided where the insured person has participated in any crime, riot or civil commotion.
- 2** Drugs and alcohol exclusion has been amended to clarify that no cover is provided where the insured person is taking drugs to treat their own drug addiction or alcoholism.
- 3** Flying exclusion has been amended to clarify that it does not apply when the insured person is a passenger of a recognised airline.
- 4** Hazardous activities exclusion amended. Previously called Hazardous pastimes exclusion. The list of hazardous activities which are excluded from cover has been amended. Cover is no longer provided when the insured participates in aeronautic sports, polo, hunting or participates in sport as a professional.
- 5** Pre existing exclusion amended to exclude conditions which the insured person becomes aware of or has sought a diagnosis for in the 12 months prior to the accident. Previously the exclusion stated 12 months prior to inception.

New or improved covers and benefits which apply to the new policy:

- 1** The insured person age limit has been removed from the Personal accident cover. The age limit was previously noted within the definition of Insured person.
- 2** Financial adviser fees cover added. This new cover provides two sessions of financial advice following a valid claim under this section.
- 3** Optical expenses cover added which provides cover for emergency treatment to prevent long term eyesight damage.
- 4** Trauma counselling cover added. This policy now provides cover for up to 5 sessions of trauma counselling where an insured person is diagnosed as suffering from Post-Traumatic Stress Disorder following certain traumatic events.
- 5** War risks exclusion amended. Cover is no longer excluded if the insured person's journey started before the outbreak of war.
- 6** Change in circumstances condition removed. The Insured no longer has to tell us if any insured person becomes affected with a medical condition.

Other changes or clarifications which apply to the new policy:

- 1** Definition of medical practitioner added to support the new Trauma counselling cover.
- 2** Claims evidence condition amended to clarify our position if the insured does not comply with the condition.

Employers liability section

New or revised restrictions and exclusions which apply to the new policy:

- 1** What is covered amended to remove the requirement that bodily injury is accidental. The amendments also clarify that
 - a** cover is provided within the territorial limits and uses the new definition of territorial limits.
 - b** employed persons must be resident within the policy territories
 - c** cover is in the course of employment.
- 2** Occasional additional workers cover amended. Previously called Temporary employees cover. Clarifies that where Employers' liability section is covered, the cover under this section applies to occasional additional workers for a maximum of 50 days. The revised cover also clarifies what the insured needs to do when the 50 days is exceeded.

New or improved covers and benefits which apply to the new policy:

- 1** Additional business activities cover added. Cover previously provided within the definition of Business. The cover now includes
 - a** organisation of, attendance at and participation in exhibitions and trade shows within the UK and EU
 - b** organisation and sponsorship of fundraising activities and events and sponsorship of individuals.

New or improved covers and benefits which apply to the new policy: *continued*

- 2** Compensation for court attendance cover increased from £250 per day to £500 per person per day.
- 3** Data protection cover added to provide cover for loss of employee's data under the Employers liability section giving a £1,000,000 limit. The limit of indemnity applicable to this cover is now shown under the Limit of indemnity section.
- 4** Manslaughter costs cover amended. Defence costs cover under the Public and products liability section no longer ends if a claim is settled or withdrawn.
- 5** Safety legislation costs cover has been improved so that defence costs cover under the Public and products liability section no longer ends if a claim is settled or withdrawn. The cover also uses the new definition of safety legislation costs to provide cover for terrorism legislation.
- 6** Work overseas cover added. Cover was previously detailed within the Foreign manual work exclusion. This clarifies that cover is provided for temporary non-manual work elsewhere in the world.

Other changes or clarifications which apply to the new policy:

- 1** The definition of Additional persons has been removed from the wording. This cover is now provided by Personal liability cover and Principals liability cover. The parts of the wording affected are:
 - a** What is covered
 - b** Claim costs cover
 - c** Manslaughter costs cover
 - d** Safety legislation costs cover
- 2** Contractual liability definition amended to remove the words 'express or implied' to add clarity to the cover.
- 3** Limit of cover has been renamed Limit of indemnity. This now includes details of limits that apply to specific covers. These were previously detailed within each cover.
- 4** Manslaughter costs cover amended. The limit of indemnity is now shown under the Limit of indemnity section. We also clarify that
 - a** we will not pay for defence costs if cover is available from any other source or insurance
 - b** where we provide consent this will be in writing
 - c** fees for intervention are not covered.
- 5** Safety legislation costs cover amended. The limit of indemnity is now shown under the Limit of indemnity section. We also clarify that
 - a** we will not pay for defence costs if cover is available from any other source or insurance
 - b** where we provide consent this will be in writing
 - c** fees for intervention are not covered.
- 6** Unsatisfied court judgements cover amended to remove reference to personal representatives. This is no longer needed given the new Personal liability cover.
- 7** Right of recovery condition amended. An explanatory note has been added to provide clarity to the insured of what this condition means.

Business equipment section

New or revised restrictions and exclusions which apply to the new policy:

- 1** What is covered amended to clarify that cover is provided within the policy territories.
- 2** Aircraft and watercraft exclusion amended to clarify that unmanned aerial vehicles such as model aircraft, helicopters and drones are also excluded.
- 3** Cyber exclusion. Revised exclusion previously called Electronic equipment exclusion. The wording has been clarified and now uses the new definitions of cyber act and cyber incident.
- 4** Date recognition exclusion amended. The revised exclusion uses the new definition of computer systems and clarifies that cover is not excluded when the loss results from a defined peril.
- 5** Deliberate loss or damage exclusion added. Previously damage was only covered if it was accidental. This exclusion of deliberate loss or damage adds clarity to when damage is not covered.
- 6** Disease exclusion added. Diseases were previously excluded by an endorsement to the policy. This exclusion has now been moved into the Business tools, plant and equipment section of the policy wording. The exclusion has been amended to clarify that it does not apply where loss arises from a defined peril.
- 7** Pollution or contamination exclusion added. The policy no longer provides cover for pollution or contamination unless it is caused by a defined peril.
- 8** Pressure waves exclusion amended. Previously called Sonic bangs exclusion. Pressure waves caused by aircraft and other aerial devices are now excluded regardless of the speed the aircraft is travelling at.
- 9** Radioactive contamination exclusion. Revised exclusion clarifies what we mean by radioactive contamination and the causes of loss that are not covered.
- 10** Terrorism and Northern Ireland exclusion amended. Previously called Terrorist Act exclusion. This now excludes cover for riot and civil commotion in Northern Ireland.

New or improved covers and benefits which apply to the new policy:

- 1** Munitions of war cover added to provide cover for damage from the detonation of World War II munitions of war.
- 2** Reinstatement of sum insured after loss cover added. This cover was previously noted within the Basis of settlement. It is now shown as a cover and we have clarified the action the insured will need to take if this cover operates.
- 3** Work overseas cover added. Cover was previously detailed within the Foreign manual work exclusion. This clarifies that business equipment is covered within the European Union up to a maximum of 180 days.

Other changes or clarifications which apply to the new policy:

- 1** Definition of business equipment added to clarify what we provide cover for. Previously called property insured definition.
- 2** Computer systems definition added to support the Date recognition exclusion.

Other changes or clarifications which apply to the new policy: *continued*

- 3** Cyber act, Cyber incident, Denial of service attack and Phishing definitions added to support the Cyber exclusion.
- 4** Damage definition amended to clarify what we mean by damage.
- 5** Data definition added to support the definition of Computer systems.
- 6** Hacking definition amended. Uses the new definition of computer systems and clarifies what we mean by hacking.
- 7** Virus or similar mechanism definition amended. Uses the new definition of computer systems and clarifies what we mean by virus.
- 8** Theft from unattended vehicle exclusion. Revised exclusion previously called unattended vehicle exclusion clarifies the intent.
- 9** Wear and tear, deterioration exclusion. Revised exclusion previously called Wear and tear exclusion. Clarifies what we mean by wear and tear.

Professional indemnity section

New or revised restrictions and exclusions which apply to the new policy:

- 1** Documents cover amended. Cover will only operate where we have provided written consent in advance.
- 2** Cyber and data protection law exclusion added. Cover is no longer provided for cyber related acts or similar.

Other changes or clarifications which apply to the new policy:

- 1** Definition of documents has been amended to remove reference to electronic documents and data, linked to the new Cyber and data protection law exclusion.
- 2** Limit of cover section has been renamed Limit of indemnity.
- 3** Date recognition exclusion deleted. This now forms part of the new Cyber and data protection law exclusion.

Legal expenses section

New or revised restrictions and exclusions which apply to the new policy:

- 1** Bodily injury cover amended. New exclusions apply for sickness, disease, defence of bodily injury claims and medical negligence.
- 2** Contract disputes cover amended. Where the contract started before the first period of insurance certain conditions must be met in order for cover to operate. We now exclude contracts relating to motor vehicles or computer equipment, and the recovery of debt where the customer does not dispute that the money is owed, however there is now no requirement to refer the matter to the debt collection service.
- 3** Data protection and information commissioner registration cover amended. Previously called Data protection cover. The cover now clarifies that it excludes failure to register as a data controller, alleged contempt of the Data Protection Tribunal, failure to respond to notices and failure to comply with legislative requirements.

New or revised restrictions and exclusions which apply to the new policy: *continued*

- 4** Employment disputes and compensation awards cover amended. Previously called Employment disputes cover. The insured no longer needs to seek specific authorisation from the legal helpline, however they must handle any dismissal in accordance with the advice provided by the helpline or by the formal ACAS procedure. The cover now excludes the protection of employees rights when transferring to a new employer, equal terms, awards of compensation relating to trade union activities, pregnancy, maternity or paternity rights, awards of compensation where the insured fails to provide written reasons for dismissal, compensatory awards specified in a reinstatement or re-engagement order, or as a result of failing to provide written reasons for dismissal, awards relating to contractual rights prior to the breach of contract, or relating to pension rights.
- 5** Property damage cover added. Previously covered under part 3 of the Property disputes cover. This cover now excludes claims involving goods in transit, goods hired or lent, goods at third party premises or claims involving motor vehicles.
- 6** Cover is no longer provided in relation to the physical possession of property.
- 7** Tax disputes cover amended. Previously called Tax protection cover. The cover now excludes damages, interest and fines the insured is ordered to pay, and disputes as to whether remuneration should be under PAYE or sub contract rules. The cover now sets out conditions that the insured must comply with in order to make a claim.
- 8** Avoidable correspondence exclusion added to exclude costs incurred in avoidable correspondence.
- 9** Communicable disease exclusion added to exclude claims related to communicable diseases.
- 10** Computer software exclusion added to exclude claims caused by computer software.
- 11** Cyber exclusion added to exclude claims related to cyber incidents.
- 12** Fire safety defects exclusion added to exclude claims related to the fire safety composite panels, cladding and similar.
- 13** Government order exclusion added to exclude claims caused by works under the order of government or public authority.
- 14** Group litigation exclusion added to exclude claims where the insured is one of a number of people involved in a legal action.
- 15** Property exclusion added to exclude claims relating to planning law or the construction or alteration of buildings.
- 16** Radioactive contamination exclusion added to exclude claims from ionising radiation or contamination by radioactivity or the hazardous properties of any nuclear assembly or component.
- 17** Recoverable costs exclusion added to exclude costs recoverable from a court, tribunal or elsewhere.
- 18** Subsidence exclusion added to exclude claims from subsidence, mining or quarrying activities.
- 19** Test case exclusion added to exclude claims related to the defence or pursuit of legal test cases.
- 20** War and terrorism exclusion added. Previously terrorist acts were excluded under What is not covered - B part 18. Now war is also excluded.
- 21** Change in law condition added to clarify that cover is based on the laws and regulations in force at the start of the period of insurance. This also sets out our rights if those laws or regulations change.
- 22** Claims condition amended to clarify the claims procedure. The insured is now responsible for all costs if they withdraw from proceedings without our consent.

New or improved covers and benefits which apply to the new policy:

- 1** Bodily injury cover amended. Previously called Personal injury cover. The cover now applies to members of an employees family where they are injured at the same time as the employee.
- 2** Contract disputes cover amended. Cover now applies to any contract for the supply of goods or services or the hire of goods. Previously the contracting party had to be based in the policy territories. Also, the insured no longer needs to refer debts to the debt collection service.
- 3** Commercial identity fraud cover added to provide cover to defend legal rights in relation to commercial identity fraud, deal with organisations that have been fraudulently applied to for credit, goods or services, and to liaise with credit reference agencies.
- 4** Jury service cover added. We now cover loss of earnings of an employee whilst they are on Jury service. We will pay up to £50 for up to 4 hours in any one day and up to £100 for more than 4 hours in any one day.
- 5** Social media defamation cover added. We now provide cover for the cost of writing to request defamatory comments are removed from a web site.
- 6** Excess exclusion amended to clarify we will not cover the excesses shown in the schedule. Previously excesses were detailed in the relevant covers. We no longer apply an increased excess for legal representatives chosen by the insured.
- 7** Choice of appointed representation condition amended. This clarifies that we will only agree to the insured's choice of representative where the adviser's costs are acceptable to us. Previously the insured was responsible for any charges in excess of our standard costs.
- 8** Notification of claims condition amended to clarify that the insured must telephone the legal helpline and comply with the advice given. Claims must now be notified to the legal helpline within (and no later than 30 days after) the period of insurance. Previously we required you to notify claims within the period of insurance.

Other changes or clarifications which apply to the new policy:

- 1** The aggregate limit of indemnity has been amended. The aggregate limit shown in the schedule now applies to all claims for all insured events during the period of insurance. Previously the aggregate applied to all claims notified in the period of insurance.
- 2** Attendance expenses cover added. This was previously included within the definition of legal expenses. Previously we paid up to £100 a day, we now pay up to £50 for up to 4 hours in any one day and up to £100 for more than 4 hours in any one day.
- 3** Property infringement cover added. Previously covered under part 3 of Property disputes cover.
- 4** Prosecution defence for employers and employees amended. Previously called Criminal prosecution cover.
- 5** Tenancy disputes cover added. Previously covered under part 2 of Property disputes cover.