

# **COMMERCIAL COMBINED**

**Your Policy Terms and Conditions**  
November 2004 Edition



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*Be Life Confident*

# Introducing AXA

### **One of the world's largest insurers**

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

### **Care, advice & support – when you need it**

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care, advice and support as and when you need it.

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003).

AXA provides products that help people to get the best out of life. Our products and services include: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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## Your Policy

The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability for injury or damage occurring at any time during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy

The Policy and the Schedule should be read together as one contract and the Proposal/Statement of Fact made by the Insured is the basis of the contract

### **Important**

We recommend that You read this Policy in conjunction with Your Schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Your Insurance Adviser Your attention is drawn to the Complaints Procedure on page 8

### **The law applicable to this Policy**

You are free to choose the law applicable to this Policy Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise

### **Definitions**

The following words will have the same meanings wherever they appear in the Policy or Schedule

**AXA Insurance/We/Company/Our/Us**  
AXA Insurance UK plc

**Insured/You/Your(s)/Yourself**  
The person(s) or company named in the Schedule

# General Conditions

## **1 Policy Voidable**

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

## **2 Alteration**

This Policy shall be avoided with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance

- a) by removal or
- b) whereby the risk of loss or damage is increased or
- c) whereby the interest of the Insured ceases except by will or operation of law unless admitted to the Company in writing

## **3 Claims Conditions**

- 1) In the event of any loss destruction or damage or event likely to give rise to a claim under this Policy the Insured shall
  - a) notify the Company immediately
  - b) notify the Police Authority immediately if it becomes evident that any loss or damage has been caused by theft or malicious persons
  - c) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage
  - d) deliver to the Company at the Insureds expense
    - i) full information in writing of the property lost destroyed or damaged and of the amount of loss destruction or damage
    - ii) details of any other insurances on any property hereby insured within 30 days after such loss destruction or damage or such further time as the Company may allow
    - iii) all such proofs and information relating to the claim as may be reasonably required

- iv) if demanded a statutory declaration of the truth of the claim and of any matters connected with it

- 2) No claim under this Policy shall be payable unless the terms of this condition have been complied with

## **4 Fraud**

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy or if any destruction loss or damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

## **5 Reinstatement**

If any property is to be reinstated or replaced by the Company the Insured shall at their own expense provide all such plans documents books and information as may reasonably be required The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured

## **6 Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent the loss destruction or damage

## **7 The Companys rights following a claim**

On the happening of any loss destruction or damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Companys rights under this Policy enter take or keep possession of the premises where such loss destruction or damage has occurred and take possession of or require to be delivered to the Company any property insured and deal with such property for all reasonable purposes and in any reasonable manner No claim under this Policy shall be payable unless the terms of this condition

have been complied with No property may be abandoned to the Company whether taken possession of by the Company or not

### **8 Contribution and Average**

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If at the time of any loss destruction or damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or damaged the liability of the Company hereunder shall be limited to its rateable proportion of such loss destruction or damage If any such other insurance shall be subject to any average condition this Policy if not already subject to any such condition of average shall be subject to average in like manner

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably the liability of the Company under this Policy shall be limited to that proportion of the loss destruction or damage which the Sum Insured under this Policy bears to the value of the property

### **9 Subrogation**

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Any claimant under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

### **10 Cancellation**

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#### **Our Rights**

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration

- no incidents likely to give rise to a claim but are yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

#### **Your Rights**

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy schedule **This right does not apply at the first or any subsequent renewal of the Policy**

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

## **11 Instalments**

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the Budget Plan agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

## **12 Proceedings**

The Insured shall not except at their own cost negotiate pay settle admit or repudiate any claim without the written consent of the Company The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and any settlement of the same The Insured shall render to the Company all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings

## **13 Warranties**

Every warranty to which this Policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy Non-compliance with any such warranty in so far as it increases the risk of loss destruction or damage shall be a bar to any claim in respect of such loss destruction or damage provided that whenever this Policy is renewed a claim in respect of loss destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

## **14 Arbitration**

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Company

## **15 Condition Precedent**

It is a condition precedent to any liability on the part of the Company under this Policy that a) the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy b) the statements made and the answers given in the proposal herein before referred to are true and complete

# Making Yourself Heard

If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected When this happens We want to hear about it so We can try to put things right

## **Who to contact?**

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are

- to be sure You are talking to the right person and
- that You are giving them the right information

## **When You contact Us**

- Please give Us Your name and a contact telephone number
- Please quote Your Policy and/or claim number and the type of Policy You hold
- Please explain clearly and concisely the reason for Your complaint

So We begin by establishing Your first point of contact

## **Step One - Initiating Your complaint**

Does Your complaint relate to

A: Your Policy?

B: a claim on Your Policy?

If A You need to contact the agent or AXA office who sold You Your Policy Call the number on Your Policy document and state Your complaint

If B You need to contact whoever is currently dealing with Your claim and state Your complaint

In either case if You wish to provide written details the following checklist has been prepared for You to use when drafting Your letter

- Head Your letter 'COMPLAINT'
- Give Your full name postcode and contact telephone number(s)
- Quote the type of Policy and Your Policy and /or claim number
- Advise the name of Your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for Your complaint

The letter should be sent to the person dealing with Your complaint along with any other material required

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if You are not satisfied You can take the issue further



### **Step Two - If You are still unhappy**

Should the response You receive be unsatisfactory please refer the matter using the relevant details below

Does Your complaint relate to:

A: Your Policy

B: a claim on Your Policy?

If A, ask to speak to the Branch Manager Where they cannot assist they will ensure You are put into contact with the person who can resolve Your complaint

If, B, please contact the relevant Claims Office, details of which You will have received following notifying Us of Your claim

### **Step Three - Contacting AXA Insurance Head Office**

If Your complaint is one of the few that cannot be resolved by this stage write to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
Suffolk  
IP1 2AN

Tel: 01473 205926  
Fax: 01473 205101  
email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

### **Step Four - Beyond AXA**

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS) The FOS is an independent body that arbitrates on complaints about general insurance products It will only consider complaints if

- We have provided You with written confirmation that Our internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

The Ombudsman can be contacted at

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800  
Fax: 020 7964 1001

Referral to the Ombudsman will not affect Your right to take legal action against Us

### **Our promise to You**

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use the information from complaints to continuously improve Our service





AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 50 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

**With our expertise and commitment to customer service and consistent, quality care, you can rely on AXA for lasting security.**



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HOME AND MOTOR INSURANCE PRODUCTS**



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