



COMMERCIAL COMBINED

Your Policy Terms and Conditions
September 2014 Edition

redefining / standards





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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768

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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 and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy

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 You or anyone acting for You

- 1) knowingly make a fraudulent or exaggerated claim under Your Policy
- 2) knowingly make a false statement in support of a claim (whether or not the claim itself is genuine) or
- 3) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

We will:

- a) refuse to pay the claim
- b) declare the Policy void, treating it as if it had never existed without any refund of premium and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims

We may also inform the police of the circumstances

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

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

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

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 Policy Administration Fees Condition

We may charge You an administration fee if We

- make any changes to the Policy on Your behalf
- agree to cancel the Policy or
- are requested to print and re-send the Policy documents to You

We will not make a charge without informing You

12 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

13 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

14 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

15 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

16 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 A Complaint

AXA Insurance aims to provide the highest standard of service to every customer

If Our service does not meet Your expectations We want to hear about it so We can try to put things right

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly

Alternatively You can write to Us at

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01204 815359

Email
commercial.complaints@axa-insurance.co.uk

When You make contact please tell Us the following information

- Name address and postcode, telephone number and e-mail address (if You have one)
- Your policy and/or claim number, and the type of policy You hold
- The name of Your insurance agent/firm (if applicable)

- The reason for Your complaint

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material

Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001

Email:
complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to You

We will

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

Telephone calls may be monitored and recorded

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

Legal and tax advice complaints

If You have a complaint about the telephone legal or tax advice services You should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd
The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE

Tel: 0844 770 9000

If You are unhappy with the written response from Arc Legal Assistance Ltd, You may contact the Legal Ombudsman at:

PO Box 6806
Wolverhampton
WV1 9WJ

Tel: 0300 555 0333

Web: www.legalombudsman.org.uk

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales

- a) within one year from the act/omission complained of
- b) within one year from when the Client should reasonably have known there was cause for a complaint, without taking advice from a third party and
- c) within six months of the Client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint

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.

**ASK ABOUT AXA'S EXCELLENT RANGE OF BUSINESS,
HOME AND MOTOR INSURANCE PRODUCTS**

www.axa.co.uk



AXA Insurance UK plc

Registered in England and Wales No 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD.

A member of the AXA Group of Companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Telephone calls may be monitored and recorded.

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