

Professionals

Your Policy

September 2014 edition

redefining / standards



Introducing AXA

One of the world's largest insurers

We are a world leader in financial protection and wealth management. With more than 52 million customers across the globe, AXA is one of the world's largest insurance providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

Care, support and efficiency - when you need it

We offer a wide range of insurance and financial products to meet your business and personal needs, and are committed to delivering consistent care, advice and support when you need it.

We employ 150,000 people worldwide, and are also the fifteenth largest company in the world by revenue (Fortune Global 500, 2007).

AXA helps people to get the best out of life. To achieve this, we provide a wide range of products and services including: 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.

Contents of your policy

Your policy	4
Definitions	6
General conditions	8
Exclusions	11
Section 1 – Public liability	12
Section 2 – Personal accident	17
Section 3 – Employers liability	19
Section 4 – Business equipment	22
Section 5 – Professional indemnity	24
Making a complaint	29

Your policy

Welcome to **your** AXA Professionals policy and thank **you** for choosing AXA. 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.

The information **you** have given forms part of the contract of insurance with **us**. **Your** policy, policy schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your** policy.

Your policy wording is divided into a number of sections and must be read together with **your** policy schedule. Where a section does not apply **your** policy schedule will state that cover is 'Not Insured'.

Important

We recommend **you** read this policy with **your** policy schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us** or **your** insurance adviser.

Please read the complaints procedure in the Making a Complaint section on page 29.

We have designed **your** policy booklet to help **you** understand the cover provided. **You** will find the following headings on many pages:

What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with 'What is not covered' at all times.

What is not covered

Under this heading **we** draw **your** attention to what is not included in **your** policy.

The law which applies 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**.

Important helpline

Legal advice

0870 241 8178*

Our confidential legal and tax advice line. Please quote AXA Commercial when **you** call.

* The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.

* Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.

* Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.

Telephone calls may be monitored and recorded.

Definitions

These definitions apply throughout the policy booklet. Additional definitions exist for the Personal accident and Professional indemnity sections.

Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

The definitions are listed alphabetically:

Asbestos

Asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

Claims costs

1. All costs and expenses incurred by **us** or by **you** with **our** written permission in connection with the investigation defence or settlement of any claim against **you** which this policy covers.
2. If the following people attend court in connection with a claim we will also pay compensation to **you** at the following daily rates for each day attendance is requested:
 - a) any partner principal or director £250
 - b) any **employed person** £150

Employed person(s)

Any person while working for **you** in connection with **the business**:

1. under a contract of service or apprenticeship with **you**
2. who is hired or lent to **you** or borrowed by **you**
3. under a work experience training scheme
4. supplied to **you** or employed by **you** for labour only
5. who is self-employed and working under **your** control or supervision
6. on a voluntary basis.

Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Excess

The amount **you** must pay as the first part of each claim made.

Injury

Bodily injury death illness disease or nervous shock.

Offshore

On or working from or travelling by sea or air to from or between an offshore rig platform or similar offshore installation.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water land or the atmosphere. Loss damage or **injury** directly or indirectly caused by such pollution or contamination.

Territorial limits

Anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Terrorism

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence.

The business

The activities set out in **your** policy schedule under Business Description and:

1. providing and managing the sports social educational and welfare organisations set up for **your employed persons** and first aid ambulance fire and security services
2. owning repairing maintaining and decorating **your** own property or premises **you** use
3. maintaining and repairing vehicles and machinery owned or used by **you**
4. private work by any **employed persons** for any director partner or senior official as long as this work is done with **your** prior permission.

The business must be based in Great Britain the Channel Islands or the Isle of Man.

Virus or similar mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not including but not limited to trojan horses worms and logic bombs.

We/us/our

AXA Insurance UK plc.

You/your/yourself

The person people or company shown in the schedule as the Insured.

General conditions

These conditions apply throughout **your** policy.

General conditions 1 to 5 relate to **your** obligations. **You** must comply with these to have the full protection of **your** policy.

If **you** do not comply with them **we** may at **our** option treat the policy as though it never existed or cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

1. Alteration of risk

You must give **us** notice as soon as practical of any alteration or change affecting the risk insured. If **we** accept any such alteration or change it may affect the premium terms or conditions of the cover. **We** do not have to accept any alteration or change affecting the risk.

2. Claims procedure

- a) **You** must give **us** notice as soon as practical of any event which might lead to a claim under this policy. **You** must give **us** all the information **we** need and send **us** every letter writ summons or other document. **You** must tell **us** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication in connection with any event for which there may be liability under this policy.
- b) **You** must not admit liability or agree to accept the decision of any adjudication without **our** written permission. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or compensation against anyone else.

3. Reasonable precautions

You must take all reasonable steps to prevent accidents **injury** or loss of or damage to **your** property or the property of others.

4. Basis of rating

- a) The premium is based on the total number of people shown in **your** policy schedule. **You** must tell **us** immediately if this number changes and pay any extra premium which may be necessary.
- b) If **employed persons** are engaged in connection with **the business** on a temporary basis **you** must allow for such persons under the total number of people shown in **your** policy schedule. However if the total number of working days for all temporarily **employed persons** in any one period of insurance is less than 50 days cover will automatically be provided and **you** do not need to tell **us**.

5. Fraud

If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your policy**;
2. knowingly makes 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.

6. Cancellation

Your rights

You may cancel this policy within 14 days of the policy start date in the first year of insurance by giving written notice to **your** insurance adviser at the address shown in their correspondence or to AXA Insurance at the address shown on **your** policy schedule. This right does not apply to any renewal of the policy.

We will keep an amount of premium (£50 minimum) in proportion to the time **you** have been on cover and refund the rest to **you** as long as 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 lead to a claim but are yet to be reported to **us**.

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance **we** will not refund the unused part of the premium.

Our rights

We do not have to accept any renewal of this policy and can cancel the policy by providing 21 days prior written notice by registered post to **your** last known address.

As long as **you** have not incurred eligible claims during the period **we** have been on cover **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance **we** will not refund the unused part of the premium.

This cancellation will not affect any claims or rights **you** or **we** may have before the end of the notice period.

7. Policy administration fees condition

We may charge **you** an administration fee if **we**

- a) make any changes to **your policy** on **your** behalf
- b) agree to cancel **your policy**, or
- c) are requested to print and re-send **your policy** documents to **you**.

We will not make a charge without informing **you**.

8. Instalments

If the premium on this policy is paid by **our** budget plan and **you** do not pay each instalment on the due date all cover under the policy is cancelled from the date the instalment was due.

If the premium on this policy is paid by **our** 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 happened which is likely to lead to a claim but is yet to be reported to **us**

the annual premium remains due in full.

In this case monthly collections must continue or a one-off payment agreed to settle the outstanding amount.

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf. **We** will keep any instalments taken before the cancellation notice for the budget agreement. Any refund of premium will be for any collections taken between the time of the notice and cancellation.

9. Non-disclosure/misrepresentation

You must disclose all facts and information that might be relevant to **our** assessment of the risk and all material representations made to **us** must be true and accurate otherwise **we** are entitled to treat the insurance as if it had never existed.

10. Other insurance

If at the time of any incident which results in a claim under this policy there is any other insurance covering the same legal liability loss or damage **we** will not pay more than **our** rateable proportional share.

Exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

General exclusions are set out below and apply throughout **your** policy under more than one section of cover.

Where exclusions apply to one specific section of **your** policy they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by endorsement and if so they will be stated in **your** policy schedule.

General exclusions

We will not pay for:

1. Radioactive contamination

- a) loss or damage to any property or any loss or expense resulting or arising there from or any consequential loss and
- b) any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

General exclusion 1 will not apply to Section 2 (Personal accident) or Section 3 (Employers liability) except in relation to the liability of any principal for whom **you** are carrying out a contract or liability **you** have assumed under a contract or agreement which would not have attached in the absence of the contract or agreement.

2. War risk

any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power.

General exclusion 2 does not apply to Section 3 (Employers liability).

3. Date recognition

failure by equipment (including hardware or software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

General exclusion 3 does not apply to Section 2 (Personal accident) and Section 3 (Employers liability) of the policy.

Section 1 – Public liability

What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses in respect of accidental:

- a) **injury** to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **territorial limits** during the period of insurance in connection with **the business**.

We will also pay **claims costs**.

2. Safety legislation costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with a prosecution (including appealing against any judgement given) brought for breach of

- i) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- ii) Part II of the Consumer Protection Act 1987
- iii) Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991.

We will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy
- b) prosecution costs awarded as a result of any conviction for such an offence.

What is covered (continued)

The maximum amount we will pay in total during any one period of insurance is £1,000,000

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other policy
- vii) costs and expenses of any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

4. Data Protection Act

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will cover **you** in respect of **your** legal liability to pay compensation for damage or distress occurring during the period of insurance in the course of **the business**.

We will not cover:

- a) recording or providing information for reward or for working out the financial status of any person
- b) a deliberate act or failure

The maximum amount **we** will pay in total during any one period of insurance inclusive of **claims costs** is £250,000.

5. Defective Premises Act

We will cover **you** in respect of legal liability for **injury** or loss of or damage to material property occurring after **you** have disposed of premises previously owned in connection with **the business** arising under Section 3 of the Defective Premises Act 1972.

We will not cover loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability for which **you** are covered under any other policy of insurance.

6. Additional persons

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
 - ii) any **employed persons**
- against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**
- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
 - ii) anyone authorised by **you** to provide first aid ambulance fire or security services
- against legal liability arising from providing such services or facilities

What is covered (continued)

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) any director or partner of **yours** or any **employed person** or their spouse or civil partner against legal liability incurred in a personal capacity in connection with a temporary visit outside the **territorial limits** other than legal liability arising out of the ownership or occupation of land or building
- e) anyone for whom **you** are carrying out a contract in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract
- f) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person.

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims.

If **we** have to provide cover for more than one person **we** will not pay more than the limit of indemnity.

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule:

- a) this is the maximum amount **we** will pay in respect of any one **event**
- b) **we** will pay **claim costs** in addition to the limit of indemnity
- c) the cover will apply to each Insured named in the schedule as if a separate policy had been issued to each. If **we** cover more than one Insured **our** liability will not be more than the limit of indemnity
- d) **we** may at any time pay the limit of indemnity (after taking off any amount or amounts already paid) or any lesser amount for which a claim or claims can be settled. **We** will have no further liability in respect of such claim or claims except for **claims costs** incurred before the date of payment
- e) **we** will treat the limit of indemnity as the maximum total limit for all claims and **claims costs** during the period of insurance in connection with **pollution or contamination** and/or **terrorism**. Upon paying the limit of indemnity in respect of one or more such claims **we** will have no further liability in respect of **pollution or contamination** and/or **terrorism** during the period of insurance.

What is not covered

We will not pay for:

1. Excess

the **excess** shown in **your** policy schedule for loss of or damage to property.

2. Injury to employed persons

injury sustained by any **employed persons** arising out of and in the course of their employment with **you**.

3. Liability arising outside the territorial limits

legal liability arising outside the **territorial limits** except in respect of temporary visits elsewhere undertaken by **you** or any person on **your** behalf normally resident within the **territorial limits** where no manual work is involved.

4. Liability arising offshore

legal liability arising in connection with any person while **offshore**.

5. Property under your control

loss or damage to property owned by **you** or which is held in **your** care custody or control.

This exclusion does not apply to:

- a) premises which are leased let rented hired or lent to **you** as long as a tenancy or other agreement does not:
 - i) give rise to legal liability that would not have attached in the absence of such agreement
 - ii) say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf
- b) premises including contents which are not owned or rented by **you** where **you** are temporarily carrying out work in connection with **the business**
- c) **employed persons** or visitors vehicles or effects while on **your** premises.

6. Aircraft and watercraft

legal liability arising from **you** owning possessing or using any:

- a) aircraft
- b) watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).

7. Motor vehicles

legal liability arising from any mechanically propelled vehicles or trailers attached to them:

- a) in circumstances where it is compulsory that **you** have insurance or security under Road Traffic Act legislation or where insurance is provided by another policy
- b) whilst taking part in competitive sport or trials or tests
- c) outside the **territorial limits**.

What is not covered (continued)

8. Damage to works/rectification of defects

- a) loss of or damage to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous contract
- b) the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken
- c) expenditure incurred by anyone in:
 - i) investigating or providing a remedy for
 - ii) removing reinstating replacing reapplying or rectifyingany defective harmful or unsuitable goods materials or work supplied used or undertaken.

9. Recall/refunds

loss or expenditure incurred by anyone in recalling modifying disposing of or making a refund in respect of goods or materials supplied or used.

10. Design and advice/treatment

legal liability arising from:

- a) advice instruction consultancy design formula specification inspection certification or testing undertaken or given for a fee
- b) physical mental or cosmetic treatment of any person (other than first aid treatment).

11. Pollution and contamination

legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the period of insurance. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

12. Asbestos

legal liability in any way arising from or contributed to by:

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating managing removing controlling or remediation of **asbestos**.

13. Liability under agreement

legal liability assumed under agreement unless **you** allow **us** to undertake the conduct and control of claims.

14. Fines and penalties

liquidated damages fines or penalties.

15. Hazardous locations

legal liability arising in connection with work undertaken in or on:

- a) aircraft or watercraft
- b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access.

Section 2 – Personal accident

Definitions

Where **we** explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general definitions that have already been described elsewhere in this policy booklet.

Bodily injury

A physical injury caused by an identifiable accident which within 12 months of the accident results in death disability or loss described under 'What is covered'.

Insured person

Each of **your** principals partners or directors under 75 years of age.

Loss of limb

Total loss by physical separation or permanent loss of use at or above the wrist or ankle.

Loss of sight

Total and irrecoverable loss of sight in one or both eyes.

Permanent total disability

Disability which having lasted for a continuous period of two years prevents the **insured person** from doing any work and that in the opinion of an independent medical referee will not improve.

Temporary total disability

Disability which temporarily prevents the **insured person** from pursuing their normal occupation.

What is covered

We will pay the benefits set out in **your** policy schedule to the **insured person** (or their legal representatives) if during the period of insurance they suffer **bodily injury**.

Benefit A

- Death
- **Loss of sight**
- **Loss of limb**
- **Permanent total disability.**

We will not pay benefits for more than one of the benefits shown.

Benefit A will only be payable if **bodily injury** arises out of the **insured person's** occupation in the course of **the business**.

Benefit B

Temporary total disability

Benefit will be paid for a maximum of 104 weeks from the date of disability excluding the first 14 days of disability. Payments under Benefit B will stop as soon as Benefit A becomes payable or the **insured person** is able to work (whether full-time or part-time).

Any payment made for Benefit B will be deducted from the payment made for Benefit A.

What is not covered

We will not pay for:

1. Self inflicted injury

self inflicted **bodily injury** deliberately caused by the **insured person** except in an attempt to save someones life.

2. Pre-existing injury

bodily injury arising from or contributed to by any physical or mental condition which the **insured person** is or has been suffering from at any time during the two years before:

- a) the start of this section or
- b) commencement of cover for such **insured person**.

3. Illness/gradual causes

bodily injury due to sickness or disease or any gradually developing bodily deterioration.

4. Alcohol/drugs

bodily injury arising from or contributed to by the use of alcohol or drugs (other than drugs taken under medical supervision and not for treating drug addiction).

5. Hazardous pursuits

bodily injury caused by engaging in or practising for:

- a) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
- b) motor or horse racing rugby soccer motor cycling or pillion riding or underwater activities involving the use of breathing apparatus
- c) mountaineering rock climbing or potholing
- d) any sport undertaken on a professional or semi-professional basis
- e) operational duties as a member of the Armed Forces.

6. Terrorism

bodily injury arising directly or indirectly from **terrorism**.

Conditions relating to benefit payments:

1. The maximum amount **we** will pay under Benefit B will not be more than 75% of the average weekly income of the **insured person** (excluding overtime commission and bonuses) over the 12 months prior to the benefit becoming payable.
2. **We** will not presume accidental death if the **insured person** disappears.
3. If an event happens which may lead to a claim under this section the **insured person** must go to a qualified medical practitioner as soon as possible.
4. The **insured person** must give **us** reports certificates and information **we** ask for in support of a claim. The **insured person** must have a medical examination at **our** expense if **we** ask.
5. **We** do not have to accept or be affected by any trust charge or assignment relating to this insurance.

Section 3 – Employers liability

What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses together with **claims costs** in respect of **injury** to any **employed person** caused within the **territorial limits** during the period of insurance in connection with **the business**.

2. Safety legislation costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with prosecution (including appealing against any judgement given) brought for breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy
- b) prosecution costs awarded as a result of any conviction for such an offence.

The maximum amount **we** will pay in total during any one period of insurance is £1,000,000.

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success

What is covered (continued)

- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order.

4. Unsatisfied court judgements

We will at **your** request pay an **employed person** or their personal representative the amount of any award to such person as a result of a judgement which has been obtained for **injury** against any company partnership or individual conducting a business within the **territorial limits** and which remains unpaid six months after the date of the judgement.

We will only provide cover if:

- a) there is no outstanding appeal
- b) the **injury** was sustained during the period of insurance by the **employed person** while working in connection with **the business**.
- c) the judgement was obtained in a court within the **territorial limits**
- d) the **employed person** or their personal representative assigns the judgement to **us**.

5. Additional persons insured

If **you** ask **we** will also provide cover for:

- a) (i) any director or partner of **yours**
(ii) any **employed persons**
against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**
- b) (i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
(ii) anyone authorised by **you** to provide first aid ambulance fire or security services against legal liability arising from providing such services or facilities
- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) anyone who **you** are carrying out a contract for in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract
- e) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person.

We will only provide cover if:

- (i) each person who is covered under this section keeps to the terms exclusions and conditions
- (ii) **we** have control of all claims.

If **we** have to provide cover for more than one person **our** liability for any one **event** will not be more than the limit of indemnity specified in the policy schedule.

6. Injury to working partners

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as:

- a) **injury** is sustained while **you** are working in connection with **the business**
- b) **injury** is caused by another partner or **employed person** while working in connection with **the business**
- c) **you** have a valid right of action for negligence against the other partner or **employed person**.

What is covered (continued)

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule.

- a) This is the maximum **we** will pay in respect of any one **event** inclusive of **claims costs**.
- b) In respect of claims arising from **terrorism** the maximum amount **we** will pay in respect of one **event** is limited to £5,000,000 inclusive of **claims costs**.

What is not covered

We will not pay for:

1. Road Traffic Act legislation

legal liability in respect of **injury** to any **employed person** when they are carried in or on or getting into or out of a vehicle where compulsory insurance or security is needed under Road Traffic Act legislation.

2. Liability arising outside the territorial limits

legal liability in respect of **injury** to any **employed person** arising outside the **territorial limits** except in respect of temporary visits elsewhere undertaken by any **employed person** normally resident within the **territorial limits**.

3. Liability arising offshore

legal liability in respect of **injury** to any **employed person** arising while **offshore**.

Avoiding certain terms and the right of recovery

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to people employed in Great Britain Northern Ireland the Isle of Man or the Channel Islands. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Section 4 – Business equipment

What is covered

1. Loss or damage to property insured

We will pay **you** or at **our** option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum we will pay is the sum insured shown in **your** policy schedule.

The property insured is:

Machinery and equipment for office use including portable electronic equipment belonging to or borrowed or leased by **you** or **your** partners principals directors or **employed persons** up to £2,500 any one item of property used in connection with **the business** anywhere within the **territorial limits**.

2. Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Breakdown

mechanical or electrical breakdown or derangement.

3. Theft from unattended vehicles

theft or attempted theft of property insured while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer.

4. Computer programmes/virus:

loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether **your** property or not where such loss or damage is caused by programming or operator error **virus or similar mechanism** or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data).

5. Terrorism:

any loss damage cost or expense directly or indirectly caused by resulting from or in connection with **terrorism**.

What is not covered (continued)

6. Shortages:

unexplained disappearance or inventory shortage.

7. Wear and tear of equipment:

- a) loss or damage due to wear and tear or gradual deterioration rust action of light or atmospheric conditions
- b) the cost of normal upkeep cleaning or normal repairs.

8. Sonic bangs:

loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

9. Confiscation risks:

confiscation or loss of or damage to property by or under the order of any government or public or local authority.

Section 5 – Professional indemnity

Important

This section operates on a claims made basis. This means that **we** will only provide cover in respect of claims or losses made against **you** and notified to **us** during the period of insurance. Special conditions apply in respect of notification of claims under this section and are stated below. **You** should read these carefully.

Definitions

Where **we** explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general definitions that have already been described elsewhere in the policy.

Claim(s)

Any verbal or written demand notice or communication:

- a) making a claim counter claim allegation assertion of civil liability or application for legal remedy
- b) containing reference to or serving notice of intent to start legal proceedings
- c) invoking any pre-action protocol as set under the Civil Procedure Rules
- d) referring to arbitration adjudication or complaint proceedings.

Claims circumstances

Any incident occurrence fact matter or act of which **you** become aware that may give rise to a loss or **claim** against **you**.

Documents

Any documents information or data including computer systems records and electronic data which are **your** property or are looked after by or deposited with **you** in the ordinary course of **the business** and for which **you** are responsible excluding bearer bonds coupons bank or currency notes and negotiable instruments.

Professional business activity

The professional services undertaken in connection with **the business** by **you** or on **your** behalf or by any person or partner **you** have succeeded in **the business**.

What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity set out in **your** policy schedule if a **claim** is made against **you** and notified to **us** during the period of insurance in respect of civil liability including liability for claimants costs and expenses and also **claims costs** arising out of the conduct of the **professional business activity**.

2. Documents

We will pay reasonable costs and expenses for replacing or restoring **documents** that have become lost or damaged in the conduct of the **professional business activity** provided that such loss or damage:

- a) occurs whilst the **documents** are in **your** custody or control in transit or entrusted by **you** to another party
- b) is discovered by **you** and notified to **us** during the period of insurance.

We will not pay for **documents** which are stored on a computer system unless such **documents** are duplicated on at least a daily basis with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

The maximum **we** will pay during any one period of insurance is £50,000.

Limit of indemnity

The amount of the limit of indemnity is set out in **your** policy schedule:

- a) This is the maximum **we** will pay in respect of any one **claim** made against **you**.
- b) All **claims** attributable to the same act error or omission or series of acts errors or omissions consequent upon or arising directly or indirectly from the same source or original cause will be regarded as one **claim**.
- c) Any dishonesty or fraud committed by a person or people acting together will be regarded as one **claim**.
- d) **Claims costs** will be paid in addition to the limit of indemnity. If a payment greater than the limit of indemnity has to be made in respect of any claim **our** payment will be limited to the same proportion that the limit of indemnity bears to the total amount paid.
- e) **We** may at any stage pay **you** the limit of indemnity at which time **we** will then have no further liability for that **claim** or its **claims costs** except those already incurred at the date of payment of the limit of indemnity.

Special conditions precedent to cover operating

You must comply with the following special conditions. Failure to do so means that **you** will lose **your** right to be covered and **we** will refuse to deal with **your** claim.

1. Claims notification

You must notify **us** as soon as possible within the period of insurance of:

- a) any **claim** or possible **claim** against **you**
- b) the discovery of or any reasonable suspicion that a person has acted dishonestly
- c) the discovery of any loss of or damage to **documents**.

2. Claims circumstances

You must inform **us** as soon as possible within the period of insurance of **claims circumstances**. Any loss or **claim** to which those **claims circumstances** have given rise which is subsequently made after the expiration of the period of insurance shall be deemed to have been made against **you** during the period of insurance in which notification is first made.

What is covered (continued)

3. Expiry of period of insurance

If **you** first become aware of a problem in the seven days prior to expiry of the period of insurance and **you** are unable to notify **us** prior to expiry of the period of insurance notification of a **claim** loss or **claims circumstances** within seven days after expiry will be considered as notification within the period of insurance in which **you** first became aware of the problem. Notification of such a problem any later than seven days after expiry of the period of insurance will not be accepted as a **claim** under the policy.

What is not covered

We will not pay for:

1. Excess

the amount of **excess** shown in **your** policy schedule. All **claims** attributable to the same act error or omission or series of acts errors or omissions consequent upon or arising directly or indirectly from the same source or original cause will be regarded as one **claim** in which case **you** will only pay one **excess**. The **excess** does not apply to **claims costs** or to the cover for lost or damaged **documents**.

2. Retroactive claims

any **claim** arising from the provision of the **professional business activity** caused by or due to an act error or omission prior to the retroactive date set out in **your** policy schedule.

3. Previous claims

any **claim** loss or any **claims circumstances**

- a) which has been notified under any other policy before the start of this policy
- b) known to **you** or for which **you** should have been aware before the start of this policy.

4. Dishonesty/deliberate acts

- a) any fraudulent or dishonest act or omission committed or condoned by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person. **We** will not make payment to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- b) defamation unless it can be shown that **you** acted in good faith or **you** could not reasonably have known of or prevented a defamatory statement
- c) any other act error or omission that **you** deliberately spitefully or recklessly commit condone or ignore.

5. Liability under agreement

your liability under a contract or an agreement that is greater than the liability **you** would have had in the absence of such an agreement in respect of any:

- a) representation promise or express warranty or guarantee as to the performance or outcome of the conduct of the **professional business activity**
- b) express contractual penalty or acceptance of liquidated damages
- c) restriction as to **your** rights of recovery from another party.

6. Fines and penalties

any fines penalties punitive multiple aggravated or exemplary damages where such can be identified separately within any award of a Court.

What is not covered (continued)

7. North American jurisdiction

any **claim** instituted or pursued:

- a) within the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada or in which it is contended that the laws of the United States of America and/or Canada should apply
- b) to enforce a judgment obtained in any Court of the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada.

8. Controlling interest

any **claim** arising from or brought by a firm company or organisation:

- a) with a financial interest in **you**
- b) in which any of **your** partners directors or principals have a controlling interest unless such **claim** is brought against **you** by a source independent of such firm company or organisation.

9. Joint venture

any **claim** arising from a partnership venture or joint venture of which **you** are a member.

10. Insolvency

any **claim** arising out of or in connection with **your** insolvency or bankruptcy (including any **claim** made by **your** liquidator provisional liquidator or administrator).

11. Trading losses

any **claim** arising out of trading losses or trading liabilities incurred by **you** or any business managed or carried on by **you**.

12. Directors liabilities

any **claim** made against **you** or **your** directors officers or trustees in respect of a breach of their duties.

13. Pension schemes

any **claim** arising from any fund plan or scheme established or maintained to provide pension trust or financial benefits to **you** or **employed persons**.

14. Injury

liability arising out of **injury**:

- a) to **employed persons** in the course of their employment by **you**
- b) directly caused to any person as a result of any physical mental or cosmetic treatment provided by **you**
- c) to any person in circumstances not mentioned above unless arising directly from a breach of a duty of care in the **professional business activity**.

15. Employment

any **claim** arising out of any kind of employment related dispute or any kind of defamation discrimination harassment or unfair treatment relating to any current former or prospective **employed persons**.

What is not covered (continued)

16. Property damage

any **claim** for loss of or damage to property unless directly arising from a breach of a duty of care in the **professional business activity**.

17. Property ownership

any **claim** arising from the ownership possession leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

18. Goods supplied

any **claim** arising out of any goods or materials **you** have supplied or used or made arrangements to supply or use or the manufacture repair sale installation or maintenance of any product by **you** or on **your** behalf.

19. Construction/installation

any **claim** arising from the conduct of the **professional business activity** where **you** contract to undertake any construction erection installation or maintenance works or manufacture or supply materials or equipment (other than project models or displays) in connection with such works.

20. Pollution or contamination

any **claim** directly or indirectly involving **pollution or contamination**.

21. Asbestos

any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

22. Terrorism

any **claim** directly or indirectly involving **terrorism**.

23. Virus

any **claim** arising out of the transmission or receipt of a **virus or similar mechanism**.

24. Internet activity

any **claim** arising out of:

- a) the management of financial transactions
 - b) obscene blasphemous or pornographic material
- on the Internet.

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

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

* 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

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.

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