



redefining / standards

## **Here is a copy of the policy wording.**

It displays all cover levels, features and benefits available.

When you have bought AXA Public liability insurance, your own policy document will be tailored to include what you have selected and will be saved in your secure AXA Account. If you have not selected a cover option or section, it will not feature in your policy documents.

All policy documents must be read in conjunction with one another.

# AXA Insurance

## Business Insurance



Essential information

redefining / standards



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# Welcome to AXA

## Thank you for choosing AXA

**Your policy** will be split into more than one document and these will reflect the specific sections and covers **you** have purchased.

They will be shown in **your** schedule.

Where a section or cover does not apply, **your policy** schedule will state that it is 'not covered'. Please carefully read all **your policy** documents together, as they form **your policy** wording and contain the full details of **your** cover.

Please keep any documents **we** have provided in a safe place. If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us**.

## Your policy

This **policy** is a contract of insurance between **you** and **us**.

The information or any declaration which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy**, forms the basis of the contract.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout this **policy**, **we** use defined terms and headings. Defined terms are used to explain what **we** mean when **we** use that word or those words. Details of the defined terms that apply throughout **your policy** can be found on page 5. There will also be defined terms that are specific to covers that **you** have purchased and these will be detailed in each section of **your policy**. Headings have been used for **your** guidance and do not form part of the **policy** wording.

To help **you** understand the cover within each section of **your policy** **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and the section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' at the end of the Essential information document.

# Meaning of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section of cover.

## Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

## Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

## Excess

The first amount of any claim or claims as detailed in **your** schedule for which **you** are responsible.

## Period of insurance

The period from the start date to the end date, shown in **your** schedule.

## Policy

The essential information, cover sections, optional covers, schedule and any endorsements attached or issued.

## Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Terrorist act

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 or other means.

## We / us / our

AXA Insurance UK plc.

## You / your / yourself

- 1 For professional indemnity
  - a The person, firm, company or organisation shown in the schedule as the insured.
  - b Any person, firm, company or organisation shown in the schedule as an additional insured.
  - c Any predecessor in business to any firm, company or organisation that is shown in the schedule.
  - d Any person who is or has been or who becomes a director, partner, member, principal, employee or self-employed person, but only for work undertaken for or on behalf of any person or organisation referred to in a, b, or c above.

## Meaning of defined terms continued

- e Any consultant or former consultant appointed by the person, firm, company or organisation shown in the schedule as the insured, but only for work undertaken for or on behalf of any person or body referred to in a, b, c or d above.
- f Any retired partner, retired director or retired member of the firm, company or organisation shown in the schedule as the insured who remains as a consultant to any person, firm, company or organisation shown in the schedule as the insured.
- g The estate, heirs, executors, legal or personal representatives of any person referred to in a, b, c, d, e or f above in the event of their death or incapacity.
- 2 For insurance other than professional indemnity, the person(s), firm, company or organisation shown in **your** schedule as the insured.

# Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There are additional conditions under each section of cover and within some of the optional professional indemnity covers. If **you** do not comply with a condition **you** may lose all right to cover under **your policy** or to receive payment for a claim.

If **you** are unsure about any of these conditions, or whether **you** need to notify **us** about any matter, please contact **us**.

## Cancellation condition

- 1 **You** may cancel your **policy** within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way before cover has started, **we** will return the full premium **you** have paid. If cover has started, provided that there have been no claims in the current period of insurance **we** will refund part of the premium **you** have paid, proportionate to the time left on **your policy**. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 2 **You** may cancel this **policy** at any time if the business described in the schedule is sold by **you** or **you** cease trading. If **you** cancel this way, provided no claim has been notified, paid or is outstanding in the current **period of insurance**, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee of up to £35.

Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 3 **We** can cancel the **policy** by giving **you** 30 days written notice if
  - a there is a material change in **your** business
  - b the information that forms the basis of this contract changes
  - c following a survey at any of **your** premises or sites and **you** were required to make risk improvements and **you** have not completed these within a reasonable period of time, advised by **us**.

Where the **policy** is cancelled in accordance with the above provision, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided no claim has been notified, paid or is outstanding in the current **period of insurance**. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 4 **We** can cancel the **policy** immediately, if the premium has not been paid. If a claim has been notified, paid or is outstanding in the current **period of insurance** the annual premium remains due in full.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the end date.

## Policy conditions continued

### Applicable Law

**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**.

### Change in risk condition

**We** do not have to accept any alteration or change affecting this insurance. If **we** accept any alteration to **your** business or change in risk, an increase in the premium or different terms or conditions of cover may be required by **us**.

### Changes in your policy condition

By accepting this **policy you** understand that **we** provide an online service. **We** agree to provide **you** with all **your** documents online for **you** to print yourself. It is **your** responsibility to make any changes to **your policy** online.

### Fraud condition

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.

### Misrepresentation and non-disclosure condition

The contract of insurance is formed on the reliance of information which **you** provide to **us**. **You** must:

- 1 disclose all information relevant to this insurance
- 2 not make any statement which is incorrect.

If **you** fail to disclose information relevant to this insurance or make any statement which is incorrect **we** will, at **our** option, either

- a make the **policy** void from the date of formation of the contract
- b refuse to pay **your** claim.

### Other insurance condition

If a claim is made under this **policy** and there is other insurance cover which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim or
- 2 an amount beyond that which is or would be payable under the other insurance.

### Policy administration fees condition

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

- 1 make any changes to **your policy** on **your** behalf



## Policy conditions continued

- 2 agree to cancel **your policy**, or
- 3 are requested to print and re-send **your policy** documents to **you**.

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

### Payment of premium condition

**You** can choose to pay **your** premium either in full or by instalments.

#### Payment in full

If **you** choose to pay in full **your** payment will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days. **We** will also debit **your** payment card for any additional premium including administration fees that may arise from any alterations made to **your policy**.

Any refund of premium due as a result of changes made to **your policy** will be credited to **your** payment card within 3 working days.

#### Payment by instalments

If **you** choose to pay by instalments **you** will enter into a credit agreement with AXA Insurance. Further details will be available if **you** select this payment option. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days.

If **you** make any change to **your policy** that affects **your** premium, **you** will receive written notice of the changes to **your** payments.

Any related administration fees that may arise from these changes will be debited from **your** payment card immediately and will show on **your** statement within 3 working days.

**You** may change **your** payment method from instalments to payment in full at any point during the **period of insurance**.

If **you** fail to make **your** monthly payment(s) in full by the due date, **we** will seek to recover all monies and may

- 1 charge an administration fee for instalments rejected by **your** bank
- 2 terminate **your** instalment agreement with immediate effect
- 3 cancel **your policy** from the missed instalment date. **You** will not be entitled to any return premium where this happens
- 4 apply an administration fee
- 5 refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record the outstanding debt. **We** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

### Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after payment is made by **us**.

### Third party rights condition

The rights of this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

# 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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

Web : [www.financial-ombudsman.org.uk](http://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**

Telephone calls may be monitored or recorded.

## 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.

## 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](http://www.fscs.org.uk)).

**This document is available in  
other formats.**

If **you** would like a Braille, large print  
or audio version, please contact **us**.

**[www.axainsurance.com](http://www.axainsurance.com)**



# Business Insurance

## Public liability section

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### Public liability

**Your policy** schedule will show if this section is covered.

### Meanings of defined terms

These definitions apply to the public liability section and are in addition to the **policy** definitions that have already been described in the Essential Information document. If a word or phrase has a defined meaning it will be highlighted in **bold blue print** and will have the same meaning wherever it is used in the public liability section.

### Additional persons insured

- 1 The personal representative of any deceased person entitled to the cover provided by this section
- 2 At **your** request
  - a any principal for whom **you** are completing a contract for the performance of work, to the

## Public liability section *continued*

extent required by the contract conditions

- b any director or **employed person** of **yours** in connection with the **business**
- c any officer or member whilst undertaking their duties in connection with **your**
  - i canteen, sports, social, educational or welfare organisations
  - ii fire, security, first aid, medical or ambulance services
- d any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

**We** will only provide cover if each person keeps to the terms, exclusions and conditions of this **policy**.

### **Bodily injury**

Death, bodily injury, illness or disease

### **Business**

The **business**, shown in **your policy** schedule including

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

### **Claim costs**

Costs and expenses

- 1 of any claimant whom **you** or any of the **additional persons insured** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitor's fees at
  - a any coroner's inquest or fatal accident inquiry
  - b summary court proceedings.

### **Contractual liability**

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### **Electronic data**

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and

## Public liability section *continued*

this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**
- 2 Anyone who is
  - a employed by **you** or on **your** behalf on a labour only basis
  - b self employed
  - c hired to **you** or borrowed by **you** from another employer
  - d a voluntary helper or taking part in a work experience or training schemeand under **your** control or supervision.

### Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Limit of indemnity

The amount shown in **your policy** schedule as the limit of indemnity.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### 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 **bodily injury** directly or indirectly caused by such pollution or contamination

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **territorial limits**.

## What is covered

### Awards of damages cover

**We** will pay the amount of damages for which **you**, or any of the **additional persons insured**, are liable at law and **claim costs** in respect of accidental

- 1 **bodily injury** to any person
- 2 loss of or damage to material property
- 3 obstruction, trespass, nuisance or interference with any right of way, air, light or water
- 4 wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

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

### Claims costs cover

**We** will pay **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £250 per day for each day that **your** attendance is required at court, if **we** request any director, partner or **employed person** to attend as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

**We** will pay the amount of damages for which **you** are liable at law and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 loss of or damage to material property not owned or held in trust by **you** or in **your** custody or control

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working and the Road Traffic Act exclusion in this section will not apply to such liability provided that **we** will not make any payment
  - i for loss of or damage to any motor vehicle referred to in a or b above
  - ii unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
  - iii where cover is provided by another insurance policy.



## Public liability section *continued*

### Cross liabilities cover

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all shall not in any circumstances exceed the **limit of indemnity**.

### Data Protection cover

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:

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

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

### Defective Premises Act cover

**We** will pay the amount of damages for which **you** are liable at law and **claim costs** in respect of accidental **bodily injury** or loss of or damage to material property, occurring during the **period of insurance** arising out of premises **you** have disposed of but had previously owned in connection with the **business**.

**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 insurance policy.

### Manslaughter costs cover

**We** will pay for **manslaughter costs**, in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

## Public liability section *continued*

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

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

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses insured by any other policy
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

## Personal liability cover

At **your** request, **we** will pay the amount of damages for which any of **your** directors, partners or **employed persons** or their spouse or children are liable at law and **claim costs**, in respect of accidental

- 1 **bodily injury**
- 2 loss of or damage to material property, not owned by or held in trust by **you** or them, or in **your** or their custody or control

occurring during the **period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than

- a arising out of the ownership or occupation of land or buildings
- b where cover is provided under any other insurance
- c in circumstances which a **policy** or section exclusion applies.

## Safety legislation costs cover

**We** will pay for **safety legislation costs**, in respect of any **bodily injury** or loss of or damage to material property occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured**, for damages covered by this section.

## Public liability section *continued*

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

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

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses insured by any other policy
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

### Temporary employee cover

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in **your policy** schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of people shown in **your policy** schedule.

## Limit of cover

The maximum **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity** and in respect of either

- 1 **pollution and contamination** and /or
- 2 **terrorist act**

the **limit of indemnity** is also the maximum **we** will pay for damages arising from all such claims during any one **period of insurance**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

**We** will pay **claim costs** in addition to the **limit of indemnity**.

In respect of any claim or claims, **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims, except for **claim costs** incurred before the date of the claim payment.

## What is not covered

### Aircraft and watercraft exclusion

**We** will not cover legal liability arising from **you** owning, possessing or using any

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

### Airside exclusion

**We** will not cover legal liability arising in connection with work undertaken in or on

- 1 aircraft or watercraft
- 2 airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access.

### Asbestos exclusion

**We** will not cover legal liability in any way arising from or contributed to by

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

## Public liability section *continued*

### **Contractual liability exclusion**

**We** will not cover **contractual liability**, liquidated damages or any contractual fines or amounts payable under penalty clauses.

### **Damage to own goods supplied or own works exclusion**

**We** will not cover loss of or damage to goods or materials supplied or for use by **you**, or any work, process or other operation that **you** or anyone on **your** behalf are carrying out or have completed. This exclusion will not apply to goods, materials or work, process or other operation previously supplied, used, carried out or completed under a separate contract.

### **Date recognition exclusion**

**We** will not cover legal liability arising out of failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data**, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date.

### **Design and advice and treatment exclusion**

**We** will not cover legal liability arising from

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

### **Employee injury exclusion**

**We** will not cover **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

### **Excess exclusion**

**We** will not cover **you** for the amount of the **excess** shown in **your policy** schedule.

### **Fines and penalties exclusion**

**We** will not cover liquidated damages, fines and penalties.

### **Foreign manual work exclusion**

**We** will not cover legal liability arising outside the **territorial limits**, except in respect of temporary visits elsewhere, by persons ordinarily resident within the **territorial limits**, where no manual work is involved.

### **Offshore exclusion**

**We** will not cover legal liability arising in connection with any work **offshore**.

### **Pollution and contamination exclusion**

**We** will not cover 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.

## Public liability section *continued*

### Property under your control exclusion

**We** will not cover loss or damage to property owned by **you** or which is held in **your** care, custody or control.

This exclusion does not apply to

- 1 premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
  - a give rise to **contractual liability**
  - b say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf
- 2 premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 **employed persons** or visitors vehicles or effects while on **your** premises.

### Radioactive contamination exclusion

**We** will not cover **you** for legal liability resulting or arising from

- a ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

### Recall/refunds exclusion

**We** will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of goods or materials supplied or used.

### Rectification of defects exclusion

**We** will not cover

- 1 the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken
- 2 expenditure incurred by anyone in
  - a investigating, or providing a remedy for
  - b removing, reinstating, replacing, reapplying or rectifying

any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

### Road Traffic Act exclusion

**We** will not cover legal liability arising out of the ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

### War risk exclusion

**We** will not cover **you** for legal liability caused 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.

## Section conditions

These are the conditions of the cover and apply throughout **your** public liability section. These must be read with the 'Policy conditions' in **your** Essential information document.

If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a claim.

If **you** are unsure about any of these conditions, please contact **us**.

### Alteration condition

- 1 **You** must tell **us** as soon as possible of any alteration to **your business**, change to the information **you** provided or any new information that could affect this insurance
- 2 This **policy** is agreed specifically on the basis that **you** have declared and will continue to declare the total number of directors, partners or **employed persons** working in connection with the **business** and that this will not exceed a maximum of 8 people.

### Basis of rating condition

The premium is based on the total number of directors, partners or **employed persons** ordinarily working in connection with the **business**, declared by **you** and shown in **your policy** schedule.

- 1 **You** must tell **us** as soon as possible if this number changes. **You** must pay an extra premium or **we** will make a refund for the remaining **period of insurance**, based on **our** normal rates applicable at that time. If **you** request a change to the number in excess of 8 people, **we** may then cancel this **policy** in accordance with the cancellation condition
- 2 In the event that a claim arises and **you** have not told **us** of a change to the number of **employed persons**, **we** will not refuse to deal with **your claim** solely on these grounds, so long as
  - a the total number of directors, partners and **employed persons** does not exceed 8 people
  - b **you** pay an extra premium, equal to the premium that would have been charged, had **you** declared the correct number of people during each **period of insurance**.

## Public liability section *continued*

### Claims notification condition

**You** must

- 1 as soon as practical
  - a give **us** notice of any circumstances which might lead to a claim under this **policy**
  - b give **us** all the information **we** request
- 2 immediately
  - a on receipt send **us** every letter, writ, summons or other documents served upon **you**
  - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
  - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
  - a access to premises
  - b to take possession of, or request delivery to **us** of any property insured
- 5 **You** may not abandon any property to **us**
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

### Claims procedures condition

- 1 **You** must take or allow others to take practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim
- 2 At **your** expense **you** must provide **us** with
  - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b any assistance to enable **us** to settle or defend a claim





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