

Here is a copy of the policy wording.

It displays all cover, features and benefits available.

When you have bought AXA Employers' liability insurance, your own policy documents will be tailored to include only the cover 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.



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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.
 - 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 selfemployed 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.
- 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 **vour** 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;
- 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 nondisclosure 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

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 Habour Exchange Square London F14 9SR

Tel: 0800 023 4567*

Tel: 0300 123 9123**

Fax: 020 7964 1001

Email: complaint.info@financial-

ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

- free for people phoning from a 'fixed line' (for example, a landline at home)
- ** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

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).

This document is available in other formats.

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

www.axainsurance.com

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Business Insurance

Employers' liability section

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Employers' liability

Your policy schedule will show if this section is covered.

Meanings of defined terms

These definitions apply to the employers' 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 employers' 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

- 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 profession or occupation, 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

- 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.

Employed person

- 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 scheme

and under your control or supervision.

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.

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 bodily injury to any employed person caused during the period of insurance arising out of and in the course of their employment by you 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.

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.

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.

Safety legislation costs cover We will pay for safety legislation costs, in respect of any bodily injury 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.

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.

Injury to working partners cover

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

- 1 bodily injury is sustained while you are working in connection with the business
- 2 bodily injury is caused by another partner or employed person while working in connection with the business
- 3 you have a valid right of action for negligence against the other partner or employed person.

Unsatisfied court judgements cover
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 bodily 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:

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

Limit of cover

The maximum **we** will pay for the total of all damages and **claims costs** is the **limit of indemnity** A or B and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.

Limit of indemnity A will apply unless such occurrence arises directly or indirectly in connection with a **terrorist** act.

Limit of indemnity B will apply to any occurrence arising directly or indirectly in connection with a **terrorist act**.

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

Foreign 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 in respect of **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of

- 1 Contractual liability
- 2 the liability of any principal for whom **you** are completing a contract

Road Traffic Act exclusion

We will not cover legal liability for bodily injury to an employed person in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

These are the conditions of the cover and apply throughout **your** employers' 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

- 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.

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.

Claims procedures condition

- 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
 - 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

- c details of any other relevant insurances
- 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.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **territorial limits**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

This document is available in other formats.

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

www.axainsurance.com

AXA Insurance UK plc

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