

AXA Insurance **Business Insurance** /



Essential information

August 2016

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** 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** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

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 claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided in the Claims notification conditions within the sections of cover.

To notify **us** of a claim or to speak to **us** about an existing claim please contact **us**: call 0345 600 2715 (lines are open Mon-Fri, 9am to 5pm) or email directclaims@axa-insurance.co.uk

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.

Important phone numbers

Legal and tax advice

0333 024 5346**

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.

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

You must comply with the following conditions to have the full protection of **your policy**. There are also additional conditions under each section of cover and within some of the optional professional indemnity covers. If **you** do not comply with these conditions then **we** may at **our** option take one or more of the following actions

- 1 cancel **your policy**;
- 2 declare **your policy** void (treating **your policy** as if it never existed);
- 3 change the terms of **your policy**
- 4 refuse to deal with all or part of any claim or reduce the amount of any claim payments.

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 **your policy** at any time during the **period of insurance** by giving 30 days written notice to **your** last known address and/or **your** last registered email address.

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

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the business
- 2 in the person, firm, company or organisation shown in **your** schedule as the Insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, 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.

Fair Presentation of risk condition

You have a duty to make a fair presentation of the risk **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- 1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium
- 2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation then **we** can elect to make **your policy** void and return **your** premium, or
- 3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can;
 - a reduce proportionately any amount paid or payable in respect of a claims under **your policy** by using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation; and/or
 - b treat **your policy** as if it had included such different terms (other than the payment of the premium) as **we** would have imposed had **you** made a fair presentation

Policy conditions continued

- 4 Where **we** elect to apply one of the above then
 - a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
 - b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
 - c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

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 from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

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
- 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**.

Policy conditions continued

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.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under the United Nations resolutions. It is a condition of **your** policy that **we** will not provide cover or pay any claim or provide any benefit under **your policy** to the extent of the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

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
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

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).

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

* 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

**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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