



# **VENTURE PLUS**

**Your Policy Terms and Conditions**  
November 2004 Edition



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*Be Life Confident*

## Introducing AXA

### **One of the world's largest insurers**

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

### **Care, support and efficiency - when you need it**

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

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003).

AXA helps people to get the best out of life. To achieve this, we provide a wide range of products and services including: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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## Your Policy

*The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy as shown in the Schedule subject to the exclusions, provisions and conditions of the Policy*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract*

**A We will indemnify You and Your legal representatives in respect of liability incurred by You**

**B We will indemnify at Your request**

- i) any director or partner of Yours
- ii) any Persons Employed
- iii) any principal for whom You are carrying out a contract for the performance of work but only to the extent required by the conditions of such contract

against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

**C We will also indemnify at Your request**

- i) any officer or member of Your canteen sports social educational or welfare organisations established for the benefit of Persons Employed
- ii) any persons who provide first aid ambulance fire or security services in connection with premises occupied by You
- iii) any director partner or senior official of Yours for whom with Your consent Persons Employed are undertaking private work

against legal liability arising from the provisions of such services facilities or work

Provided that

- i) each of the parties indemnified under this Policy shall as though they were You observe fulfil and be subject to the terms Exceptions and Conditions contained herein or endorsed hereon insofar as they can apply
- ii) We shall have the conduct and control of all claims
- iii) if We are required to indemnify more than one party in respect of any occurrence or occurrences Our liability shall not exceed the Limit of Indemnity

### **Important**

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Your Insurance Adviser

Your attention is drawn to the Complaints procedure (Making Yourself Heard) on page 32

### **The law applicable to this Policy**

You are free to choose the law applicable to this Policy Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise

## Important Helpline

Legal Advice	<b>0870 241 8178</b>	Our advice line provides free confidential legal advice Please quote scheme number PRC200100 when You call
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In order to maintain a quality service, telephone calls may be monitored or recorded

# Definitions

*Wherever the following words and phrases appear in the Policy they will always have these meanings*

## **We/Us/Our**

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AXA Insurance UK plc

## **You/Your(s)/Yourself**

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The person(s) or company shown in the Schedule as the Insured

## **The Business**

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The Business shall mean those activities specified in the Schedule and

- a) the provision and management of Your canteen sports social educational and welfare organisations established for the benefit of Persons Employed
- b) the provision and management of first aid ambulance fire and security services in connection with premises occupied by You
- c) ownership repair maintenance and decoration of Your own property or premises occupied by You
- d) maintenance and repair of vehicles and plant owned or utilised by You
- e) private work by any Persons Employed for any director partner or senior official provided such work is undertaken with Your consent

Provided that all activities are conducted at or from premises owned or occupied by You within Great Britain Northern Ireland the Channel Islands or the Isle of Man

## **Persons Employed**

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Persons Employed means any of the following whilst in Your employment in connection with the Business unless stated otherwise in the following sections

- a) a person under a contract of service or apprenticeship with You
- b) a person under a work experience training scheme
- c) a labour master or labour only sub-contractor or any person supplied or employed by them
- d) a self employed person
- e) a person hired to or borrowed by You under a contract or agreement stipulating that such person shall be deemed to be in Your employment for the period of such contract or agreement

## **Injury**

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Injury shall include

- a) death illness or disease
- b) nervous shock

## **Property**

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Property shall mean material property

## **Costs and Expenses**

Costs and Expenses shall mean

- a) legal costs of any claimant for which You are legally liable
- b) all solicitors fees incurred with Our written consent for Your legal representation at
  - 1) any coroner's inquest or fatal accident enquiry
  - 2) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or damage to Property
- c) all costs and expenses incurred with Our written consent in respect of a claim against You to which the indemnity provided under this Policy applies

## **Limit of Indemnity**

The Limit of Indemnity shall mean the amount specified in the Schedule and Our liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule for any one event In respect of the supply of food and drink the Limit of Indemnity shall be the aggregate amount payable in respect of all occurrences during any one Period of Insurance

## **Services Supplied**

Services Supplied shall mean

- a) work which has been executed and completed
- b) goods or materials which have been sold supplied stored handled transported erected installed fitted treated repaired altered tested or serviced

by You or on Your behalf in the course of the Business

## **Territorial Limits**

Territorial Limits shall mean

- a) anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man including the continental shelf surrounding the above countries
- b) other member countries of the European Union
  - i) where You or any Persons Employed are temporarily engaged on Your Business provided such persons are ordinarily resident in a) above
  - ii) in respect of Services Supplied
- c) elsewhere in the world in respect of commercial visits by directors and non-manual employees normally resident in a) above

other than Offshore

## **Offshore**

Offshore shall mean from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from the conveyance onto land upon return from any offshore rig or any offshore platform

## **Extended Cover**

The indemnity under Sections 1 & 2 only applies in respect of Persons Employed engaged by You on a permanent basis

Cover is understood to apply in respect of Persons Employed engaged on a temporary basis where You have requested this cover and the Schedule shows 'Extended Cover is operative'

## Section 1 - Public Liability

### Cover

In the event of accidental

- a) Injury to any person
- b) loss of or damage to Property
- c) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and in connection with the Business We will indemnify You in respect of all sums which You shall be legally liable to pay as damages in respect of such event provided that We shall not be liable for any amount exceeding the Limit of Indemnity We will in addition pay Costs and Expenses

### Extension A – Health and Safety at Work etc Act Legal Defence Costs

We will indemnify You and at Your request any director or partner of Yours or Persons Employed in respect of legal costs and expenses incurred with Our written consent and costs awarded against You or any director or partner of Yours or Persons Employed arising in connection with a prosecution as a result of an alleged offence under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man which arises in connection with the Business and which occurs during the Period of Insurance

We will also pay the costs incurred with Our written consent in appealing against any judgement given

Provided that

- a) the indemnity granted hereunder does not
  - 1) provide for the payments of fines or penalties
  - 2) apply to prosecutions which arise out of any activity or risk excluded from this Policy
  - 3) apply to prosecutions consequent upon any deliberate act or omission
  - 4) apply to prosecutions which relate to the health safety or welfare of any Persons Employed
  - 5) apply to prosecutions which relate to the health safety or welfare of any persons not being Persons Employed unless Section 1 is operative at the time when the offence was committed
- b) the director partner or Persons Employed shall be subject to the terms exceptions and conditions of the Policy insofar as they can apply

### **Extension B – Motor Contingent Liability**

We will indemnify You within the terms of this Section in respect of legal liability for Injury or damage to Property caused by or through or in connection with any motor vehicle or trailer attached thereto (not belonging to or provided by You) being used in the course of the Business

Provided that We shall not be liable for

- a) damage to any such vehicle or trailer
- b) any claim arising whilst the vehicle or trailer is
  - 1) engaged in racing pacemaking reliability trials or speed testing
  - 2) being driven by You
  - 3) being driven with Your general consent or that of Your representative by any person who to Your knowledge or to that of such other representative does not hold a licence to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
  - 4) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **Extension C – Movement of Obstructing Vehicles**

We will indemnify You within the terms of this Section in respect of legal liability arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Persons Employed with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to You or any Persons Employed by You

Provided that

- a) movements are limited to vehicles parked on or obstructing Your own premises or at any site at which You are working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) We shall not indemnify You against
  - 1) damage to such vehicle
  - 2) liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### **Extension D – Leased Hired or Rented Premises**

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Exception 2 on page 12 shall not apply to damage to premises leased hired or rented to You

Provided that We shall not indemnify You against

- a) liability assumed by agreement unless such liability would have attached in the absence of such agreement
- b) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf
- c) the first £250 of damage caused otherwise than by fire or explosion

### **Extension E – Cross Liability**

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This Section shall apply separately to each person named in the Schedule as if a separate policy had been issued to each

Provided that if We are required to indemnify more than one party in respect of any occurrence Our liability shall not in the aggregate exceed the Limit of Indemnity

### **Extension F – Car Park and Cloakroom Liability**

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Where the vehicles or personal effects of persons other than You are held in trust by You or in Your custody or control We will provide indemnity against legal liability in respect of loss of or damage to such property

Provided that such property

- a) is not being stored by You for a fee or other consideration
- and
- b) is not held in trust by You or in Your custody or control for the purposes of work being carried out on such property

### **Extension G – Data Protection Act**

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We will indemnify You in respect of liability arising under the Data Protection Act 1998 to pay compensation for damages or distress

Provided that

- a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by You of the services of a Data Processor

We shall not be liable in respect of

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission by You and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission

Our total liability including all costs and expenses shall not exceed £250,000 during any one Period of Insurance

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998

### **Extension H – Consumer Protection Act and Food Safety Act**

We will indemnify You and if You request any director or partner of Yours or Persons Employed in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- b) the indemnity will not apply
  - 1) to fines or penalties of any kind
  - 2) where indemnity is provided by any other insurance
  - 3) to proceedings consequent upon any deliberate act or omission

### **Extension J – Bona-fide Sub-Contractors**

We agree to insure Your legal liability for work carried out by bona-fide sub-contractors working for You or on Your behalf provided that We shall not be liable under this extension

- i) unless prior to appointment You shall check that bona-fide sub-contractors hold a current Public Liability insurance
- ii) in the event of a claim under this extension You shall provide documentary evidence of the Public Liability insurance held by the bona-fide sub-contractor at the time of his appointment to work for You

Subject otherwise to General Condition N (Acceptance Criteria) & the terms Exceptions & Conditions of this Policy

### **Extension K – Defective Premises Act**

We will indemnify You in respect of Injury or loss of or damage to Property which You may incur as owner by virtue of the Defective Premises Act 1972 in connection with any premises which have been disposed of by You and which prior to disposal were occupied by You in connection with the Business

Provided that We shall not be liable for

- a) any liability for which You are entitled to indemnity under any other policy of insurance
- b) Injury or loss or damage happening prior to such disposal
- c) the cost of repairing replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship

**Exceptions**

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We shall not be liable in respect of

- 1** Injury sustained by any Persons Employed arising out of and in the course of their employment by You
- 2** loss of or damage to Property owned by You
- 3** loss or damage to Property which is leased let rented hired or lent to You
- 4** Injury or loss of or damage to Property arising from the ownership possession or use by You or on Your behalf of any
  - a) locomotive aircraft watercraft hovercraft or oil drilling platform or rig
  - b) mechanically propelled vehicles or trailers attached thereto which are licensed for road use or which are compulsorily insurable under any legislation governing the use of vehicles

This exception shall not apply to

- a) mechanical plant working as a tool of trade on any site where You are undertaking work or at Your premises
- b) the loading or unloading of motor vehicles or trailers
- c) Extensions B and C

Provided that an indemnity is not provided under any other policy of insurance

- 5** Loss of or damage to
  - a) Property comprising the permanent or temporary works undertaken by You in the course of any contract or agreement and which is under Your control or for which You are responsible
  - b) Property which is held in trust by You or held in Your custody or control or any Persons Employed by You or any party who is carrying out work on Your behalf where such Property is held for the purposes of
    - 1) sales supply transport storage erection installation fitting treatment repair alteration testing or service
    - 2) work being carried out at Your normal place of business or that of the party carrying out the work for You or on Your behalf
- 6** Loss of or damage to or the cost of removing reinstating replacing or rectifying any Services Supplied other than Services Supplied under a separate previously completed contract
- 7** The cost of recalling altering or making refunds in respect of Services Supplied
- 8** Advice design or specification provided separately for a fee or under a separate contract

- 9** Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all claims arising out of Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exception 'Pollution or Contamination' shall be deemed to mean

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
- b) all loss or damage or Injury directly or indirectly caused by such pollution or contamination

- 10** Loss of or damage to Property where liability is assumed under the terms of Clause 21.2.1 of the JCT Conditions of Contract or any subsequent alteration revision or amendment or any like terms under any Conditions of Contract

- 11** Any amount in respect of liquidated damages or under penalty clauses

- 12** Legal liability arising out of

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

### **Excess**

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We shall not be liable for the amount of each and every claim specified as the Excess in the Schedule

### **Discharge of Liability**

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We may at any time pay the Limit of Indemnity (after deduction of any sum or sums already paid) or any less amount for which a claim or claims can be settled and shall be under no further liability in respect thereof except for the payment of Costs and Expenses incurred prior to the date of payment

### **Fire Precautions Condition**

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It is a condition precedent to liability under this Section that in respect of use away from Your premises of blow lamps blow torches flame guns hot air guns electric oxyacetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion

#### **Blow lamps blow torches flame guns and hot air guns**

- i) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv) lighted blow lamps blow torches and flame guns not to be left unattended
- v) hot air guns to be switched off when unattended
- vi) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

#### **Electric oxyacetylene or other welding or cutting equipment and angle grinders**

- i) the area in which the work to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii) You shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- v) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph i) above The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

## Section 2 - Employers Liability

### Cover

In the event of Injury caused to Persons Employed within the Territorial Limits during the Period of Insurance and in connection with the Business We will indemnify You in respect of all sums which You shall be legally liable to pay as compensation for such Injury arising out of such event provided that We shall not be liable for any amount exceeding the Limit of Indemnity which shall be inclusive of Costs and Expenses

### Avoidance of Certain Terms and Right of Recovery

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Persons Employed in Great Britain Northern Ireland the Isle of Man or the Channel Islands but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

### World-wide

The indemnity granted by this Section extends to include liability for Injury caused to Persons Employed whilst temporarily engaged in manual work outside the Territorial Limits

Provided that

- a) such Persons Employed are ordinarily resident within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) We shall not be liable to indemnify You in respect of any amount payable under Workmen's Compensation Social Security or Health insurance legislation

### Exclusion of Motor Risk

The indemnity provided by this Section does not apply to any legal liability in respect of Injury to any Persons Employed sustained when such Persons Employed are carried in or on or entering to or alighting from a vehicle in circumstances where compulsory insurance or security is required under the Road Traffic Act 1988 or any subsequent legislation amending revising or replacing such Act

### **Extension A – Health and Safety at Work etc Act Legal Defence Costs**

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We will indemnify You and at Your request any director or partner of Yours or Persons Employed in respect of legal costs and expenses incurred with Our written consent and costs awarded against You or any director or partner of Yours or Persons Employed arising in connection with a prosecution as a result of an alleged offence under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man which arises in connection with the Business and which occurs during the Period of Insurance

We will also pay the costs incurred with Our written consent in appealing against any judgement given

Provided that

- a) the indemnity granted hereunder does not
  - 1) provide for the payments of fines or penalties
  - 2) apply to prosecutions which arise out of any activity or risk excluded from this Policy
  - 3) apply to prosecutions consequent upon any deliberate act or omission
  - 4) apply to prosecutions which relate to the health safety or welfare of any persons other than Persons Employed
  - 5) apply to prosecutions which relate to the health safety or welfare of any Persons Employed unless Section 2 is operative at the time when the offence was committed
- b) the director partner or Persons Employed shall be subject to the terms exceptions and conditions of the Policy insofar as they can apply

### **Extension B – Unsatisfied Court Judgement**

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In the event of a judgement for damages being obtained in the first instance under the Jurisdiction of a Court in Great Britain Northern Ireland the Channel Islands or the Isle of Man by any Persons Employed or the personal representatives of any Persons Employed in respect of Injury arising out of and in the course of his employment or engagement by You which remains unsatisfied in whole or in part six months after the date of such judgement

at Your request We will pay to the Persons Employed or the personal representatives of the Persons Employed the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) the judgement relates to Injury which would otherwise be within the terms of the Policy
- c) any payment made by Us shall be only in respect of liability for which You would have been entitled to indemnity under Section 2 of the Policy if the judgement had been made against You
- d) We shall be entitled to take over and prosecute for Our own benefit any claim against any other person and You the Persons Employed or the personal representatives of the Persons Employed shall give all information and assistance required

## Section 3 - All Risks on Tools and Phones

### Definitions

#### Tools and Phones

For the purpose of this Section the term Tools and Phones shall mean hand tools mobile phones and hand held portable power tools belonging to or borrowed or leased by any Insured Person

#### Sum Insured

Our liability for all claims arising under this Section of the Policy from any one Insured Person during any one Period of Insurance shall not exceed the Sum Insured specified in the Schedule

#### Excess

We shall not be liable for the amount stated in the Schedule as the Excess

- a) In respect of each and every loss or damage by theft or attempted theft from an unattended motor vehicle
- b) In respect of every other loss or damage

#### Insured Person

For the purposes of this Section the term Insured Person shall mean each of Your directors, partners, principals or permanent Persons Employed

### Cover

In the event of Tools and Phones sustaining loss or damage during the Period of Insurance from any cause not otherwise excluded occurring within or in transit between Great Britain Northern Ireland the Channel Islands and the Isle of Man or any other country of the European Union We will by payment and at Our option by replacement or repair indemnify each Insured Person as stated in the Schedule

### Exceptions

We shall not be liable for

- 1 mechanical or electrical breakdown or derangement
- 2 faulty or defective design materials or workmanship gradual deterioration wear and tear rust action of light or atmospheric conditions
- 3 any process of cleaning repair or restoration
- 4 confiscation nationalisation requisition or wilful destruction by any Government Public Municipal Local or Customs Authority
- 5 unexplained disappearance or inventory shortage
- 6 theft or attempted theft from any unattended vehicles unless
  - a) all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed
  - b) between the hours of 21.00 and 06.00 such vehicle is in a securely locked building or guarded security park
- 7 theft or attempted theft by an Insured Person or Persons Employed by You
- 8 loss or damage to Tools and Phones whilst left unattended on any site or premises where You are carrying out work in connection with the Business unless stored in a securely locked building when not in use
- 9 the amount shown as the Excess in the Schedule
- 10 directly or indirectly by or contributed to by or arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## Section 4 - Hired in Plant

### Indemnity

We agree to indemnify You by payment or at Our option by reinstatement or repair in respect of loss of or damage to the Property Insured

### Property Insured

Constructional plant tools equipment site huts or caravans hired in by You for use in connection with Your Business whilst on the site of any contract undertaken by You or in transit by road rail or inland waterway whilst at Your own premises or whilst in a securely locked compound or store

### Maximum Amount Payable

Our liability under this Section shall not exceed the sum insured shown in the Schedule

### Reinstatement of Sum Insured

In the event of loss the sum insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by Us or by You and You undertake to pay such necessary premiums as may be required for such reinstatement from that date

### Immobilised Plant

This Section extends to include the payment of necessary costs incurred in the recovery of property described in the Schedule to this Section which may become immobilised or immovable whilst being used in connection with any contract undertaken by You Immobilisation or immovability due to mechanical or electrical breakdown is not insured

### Continued Hiring Charges

Notwithstanding Exclusions 1 d) or 6 We will insure You against legal liability in the terms of any hire agreement or otherwise

- a) to make good to the owner loss of or damage to any plant hired in insured hereby caused by its own breakdown or its own explosion
- b) to pay to the owner of any such plant hired in hire charges incurred as a consequence of and solely due to
  - i) physical loss of or damage to the said plant
  - or
  - ii) breakdown of the said plant due to the negligence misdirection or misuse by You or anyone working on Your behalf

Provided that

- a) such hire charges shall be calculated at the appropriate idle time rate for the period during which the plant is necessarily idle due to such loss or damage or breakdown not exceeding 90 days from the time thereof and excluding the first 48 hours
- b) the extension does not apply to the result of any wilful act or wilful neglect by You
- c) Our liability shall not exceed £20,000 in respect of any one hire agreement

Subject otherwise to the terms and exclusions of this Section and the General Conditions of this Policy

### Re-drawing Plans/Documents

We will reimburse costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other contract documents following loss or damage thereto up to a maximum amount any one claim of £25,000

*Please refer to the Exclusions to this Section on Pages 23–25.*

## Section 5 - Own Plant

### **Indemnity**

We agree to indemnify You by payment or at Our option by reinstatement or repair in respect of loss of or damage to the Property Insured

### **Property Insured**

#### **Item 1 Own Plant**

Constructional plant tools equipment site huts or caravans belonging to You other than Tools or Phones as defined under Section 3 for use in connection with Your Business whilst on or adjacent to the site of any contract undertaken by You or in transit by road rail or inland waterway whilst at Your own premises or whilst in a securely locked compound or store

#### **Item 2 Stock**

Stock in trade other than described in Item 1 belonging to You whilst at Your own premises or in a securely locked compound or store within the Territorial Limits

### **Maximum Amount Payable**

Our liability under this Section shall not exceed the sum insured shown in the Schedule

### **Reinstatement of Sum Insured**

In the event of loss the sum insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by Us or by You and You undertake to pay such necessary premiums as may be required for such reinstatement from that date

### **Immobilised Plant**

This Section extends to include the payment of necessary costs incurred in the recovery of property described in the Schedule to this Section which may become immobilised or immovable whilst being used in connection with any contract undertaken by You

Immobilisation or immovability due to mechanical or electrical breakdown is not insured

### **Personal Effects of Persons Employed**

The insurance by this Section is extended to include personal effects of Persons Employed (other than tools) for an amount not exceeding £500 for any one person whilst on the site of the Contract Works

*Please refer to the Exclusions to this Section on Pages 23–25.*

## Section 6 - Contract Works

### Indemnity

We agree to indemnify You by payment or at Our option by reinstatement or repair in respect of loss of or damage to the Property Insured

### Property Insured

The permanent or temporary works executed in performance of any contract and materials for use in connection therewith whilst on or adjacent to the site of any contract or in transit by road rail or inland waterway within the Territorial Limits to the extent that You are responsible under any contract

### Debris Removal/Professional Costs

We will reimburse costs and expenses necessarily incurred by You with Our consent for

- 1 a) removing debris  
b) dismantling and/or demolishing  
c) shoring up propping and fencing off  
d) clearing and/or repairing drains and service mains on site
- 2 architects surveyors and consultants fees in connection with the reinstatement of the Property Insured consequent upon its destruction or damage but not for preparing any claim

### Maximum Amount Payable

Our liability under this Section shall not exceed the sum insured shown in the Schedule plus the additional amount shown in the Escalator Clause of the Extensions

### Sub-Contractors

In respect of any contract awarded under the JCT Standard Form of Building Contract incorporating the 1986 Amendment to Insurance and Related Liability Provisions (or equivalent thereof) and insured under this Section the following alterations to this Section shall apply

In respect of loss or damage by any of the Specified Perils defined in the contract it is agreed that so far as is required by the said contract We will not pursue any rights of subrogation against sub-contractors provided that the sub-contractor shall as if he were You observe fulfil and be subject to the terms and exclusions of this Section and the General Conditions of this Policy

### Indemnity to Principals

The insurance by this Section extends to include the interest of Your employer/principal solely to the extent required by the conditions of contract in force between You and Your employer/principal provided always that such employer/principal shall as if he were You observe fulfil and be subject to the terms and exclusions of this Section and General Conditions of this Policy

### Reinstatement of Sum Insured

In the event of loss the sum insured by this Section will be automatically reinstated from the date of loss unless written notice is given to the contrary either by Us or by You and You undertake to pay such necessary premiums as may be required for such reinstatement from that date

### **Local Authorities Clause**

The insurance by this Section extends to include the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided always that

- 1 the amount recoverable under this Extension shall not include
  - a) costs incurred in complying with any of the said Regulations or Bye-Laws
    - i) which can be recovered elsewhere
    - ii) under which notice has been served upon You prior to the happening of the loss or damage
  - b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye-Laws
- 2 the work of reinstatement shall be commenced and carried out without unreasonable delay

### **Speculative Building**

It is agreed that

- a) the Property Insured includes such property being built or erected by You other than under contract
- b) in respect of property being built or erected other than under contract the insurance by this Section shall cease to apply from
  - i) the date such property is sold or let  
or
  - ii) three months after the date of substantial completion of the work of building or erecting such property

whichever is the earlier

‘Substantial Completion’ for the purposes of this Extension shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments

- c) if from any cause work on the site of any contract shall cease for a period in excess of 3 consecutive months then this Extension shall be avoided unless its continuance be agreed in writing by Us

### **Off Site Storage**

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The insurance by this Section extends to apply to materials allocated to any contract whilst temporarily stored anywhere within the Territorial Limits provided You are responsible for them under the said contract

### **Escalator Clause**

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In the event of an increase in the value of any contract the Sum Insured stated in the Schedule is automatically increased for such contract provided that the amount of the said increase shall not exceed 20% of the said Sum Insured

### **Re-drawing Plans/Documents**

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We will reimburse costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other contract documents following loss or damage thereto up to a maximum amount any one claim of £25,000

### **Free Materials**

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The Property Insured shall include any materials supplied by or provided to You by the employer for inclusion in any contract for which You are responsible the value of which will not be included in the final valuation of the works carried out or final contract price and which are not otherwise excluded from this Section

### **Expediting Costs**

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This Section extends to include payment of extra charges for overtime nightwork work on public holidays express freight air freight and the like necessarily incurred by You following reinstatement or replacement of any damaged property forming the basis of a claim under this Section

### **Showhouses and Contents**

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The insurance by this Section is extended to include showhouse properties and showhouse contents until sold (including whilst in transit by road rail or inland waterway and in temporary storage all within the Territorial Limits) provided that the maximum value of the contents of any one showhouse shall not exceed £5,000

*Please refer to the Exclusions to this Section on Pages 23–25*

# Exclusions to Sections 4, 5 & 6

*These sections do not cover:*

## **1 Excluded Property**

Loss of or damage to

- a) any mechanically propelled vehicle intended for the conveyance of persons materials or plant and for which insurance or security under road traffic act legislation is necessary but this exclusion shall not apply to any vehicle primarily intended for use at the sites of any contract nor any vehicle used solely at the sites of any contract and which is not licensed for road use
- b) i) any aircraft  
ii) any watercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon)
- c) deeds bonds bills of exchange promissory notes money stamps securities or documents of title precious metals stones or articles made therefrom
- d) any vehicle or item of plant or machinery caused by its own breakdown or its own explosion
- e) any existing property including any existing property being altered or repaired

## **2 Defective Workmanship/Design**

Loss of or damage to and the cost necessary to replace repair or rectify

- a) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- b) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by a) above

Exclusion a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence of such defect

For the purpose of this insurance and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof

## **3 Wear and Tear and Normal Upkeep**

- a) loss or damage due to wear and tear or gradual deterioration rust wet or dry rot contamination vermin and insects
- b) the cost of normal upkeep or normal making good

#### **4 Completed Works**

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Loss of or damage to the permanent works or any part thereof in respect of which a certificate of completion has been issued or which has been completed and handed over to the principal unless such loss destruction or damage be occasioned

- i) during the period of maintenance or defects liability period and arises from a cause occurring prior to the commencement of such period
- ii) by You in the course of any operations carried out by You for the purpose of complying with Your obligations under the maintenance or the defects liability clause in the contract conditions
- iii) within 14 days of the time of issue of such certificate of completion and which You are required by the terms of any contract to insure

#### **5 Occupancy/Responsibility of Others**

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Loss or damage

- a) due to the use or occupancy of any portion of the permanent works by any owner tenant or occupier
- b) for which You are relieved of responsibility by the conditions of any contract

#### **6 Penalties under Contract**

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Penalties under any contract for delay detention or loss of use or losses arising in connection with Guarantees of Performance or efficiency or consequential loss or damage of any kind

#### **7 Shortages**

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Loss of any property by disappearance or by shortage where such loss is revealed only by the making of an inventory or a periodic stocktaking or is not traceable to an identifiable event

#### **8 Pressure Waves**

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Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

#### **9 Confiscation etc Risks**

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Confiscation nationalisation requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority

#### **10 Terrorism**

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Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group[s] of

persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

### **11 Excess**

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The amount of each and every claim specified as the Excess in the Schedule  
In the event of an incident resulting in a claim under more than one of Sections 4 5 & 6 it is understood that this Excess shall only apply once in respect of such incident

## Section 7 - Personal Accident

### Definitions

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#### Accidental

Sudden and external cause that is unpredictable and fortuitous

#### Benefit(s)

The Weekly Sum and Capital Sum specified in the Schedule

#### Bodily Injury

Bodily injury and death but excluding any sickness disease or medical disorder or any injury due to a gradually operating cause

#### Capital Sum

The maximum amount payable in respect of Death, Loss of Limb or Sight or Permanent Total Disablement

#### Loss of Limb(s)

Loss by physical severance at or above the wrist or ankle

#### Loss of Sight

Total and irrecoverable Loss of Sight

#### Permanent Total Disablement

Absolute disablement from giving attention to or disablement from engaging in any and every kind of profession and occupation and that in the opinion of an independent medical referee the Insured Person is beyond hope of improvement

#### Temporary Total Disablement

Disablement wholly preventing the Insured Person from attending to or engaging in any and every profession and occupation part time or otherwise

### Weekly Sum

The amount payable per week in respect of Temporary Total Disablement

### Insured Person

Each of Your directors principals or partners aged not more than 75 years old specified in the Schedule

### Cover

---

We will pay the Benefits as stated in the Schedule to the Insured Person (or his legal representatives) to the extent and manner set forth within this Policy if during the Period of Insurance the Insured Person whilst pursuing the Business Trade or Occupation specified in the Schedule sustains Death Loss of Limb(s) or Sight or Permanent or Temporary Total Disablement within 12 months of an Accidental Bodily Injury

Our liability shall not exceed the Benefits specified in the Schedule

### Benefits Payable

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The Benefits payable under this Policy are

#### Benefit A

- i) Death
- ii) Total and irrecoverable Loss of Sight
- iii) Loss of one or more Limbs
- iv) Permanent Total Disablement (other than by Loss of Limbs or Sight) which after 104 weeks from the date of the Injury prevents the Policyholder from following engaging in or giving attention to any kind of profession or occupation
- v) benefits shall not be payable in respect of more than one of the Benefits under A

### **Benefit B**

Temporary Total Disablement but excluding the first 14 days of such disablement

- a) Benefit B will be payable for a maximum of 104 weeks
- b) Benefit B payments will cease immediately Benefit A becomes payable or the Insured Person is able to attend or engage in work or employment (whether full or part-time)
- c) any payment made in respect of Benefit B shall be deducted from payment made in respect of Benefit A

### **Exceptions**

We shall not be liable in respect of

- 1 Bodily Injury deliberately caused by the Insured Person and its consequences except in an attempt to save a human life
- 2 Bodily Injury arising from or contributed to by
  - a) any physical or mental defect from which the Insured Person is or has been suffering at any time during the 2 years prior to the commencement of this Section unless it has been declared to and accepted by Us
  - b) suicide or attempted suicide drunkenness the use of narcotic drugs or tranquillisers (other than drugs taken under medical supervision and not for the treatment of drug addiction)
  - c) pregnancy and/or childbirth

### **Trust and Assignments**

We shall not be bound to accept or be affected by any trust charge or assignment relating to this Policy and Your receipt or that of Your legal personal representative shall discharge Us

### **Conditions Relating to Payment of Benefit**

- 1 The maximum amount payable under Benefit B shall not exceed 75% of the Insured Person's average weekly income over the months prior to Benefit becoming payable from any source excluding overtime commissions and bonuses
- 2 Accidental Death shall not be presumed by reason of the disappearance of the Insured Person
- 3 All reports certificates and information required by Us under this Policy shall be furnished without expense to Us and shall be in such form as We shall prescribe The Insured Person shall from time to time submit himself to medical examination at Our expense as may be required in connection with any claim
- 4 If an event occurs which may give rise to a claim under this Policy the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner
- 5 This Policy shall cease to be in force if there be any alteration in the activities specified in the Schedule or Your occupation unless notified to and accepted by Us in writing

# General Exceptions

## Applying to All Sections

### Radioactive Contamination and War Risks

We shall not be liable in respect of

- A Loss destruction of or Damage to any property whatsoever or any Loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- a) ionising radiation or contamination by radioactivity from any 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 any nuclear component thereof

In respect of Injury caused to Persons Employed this Exception shall apply only when under a contract or agreement You have undertaken to indemnify a Principal or have assumed liability under contract for such Injury and which liability would not have attached in the absence of such contract or agreement

- B Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## Applying to Sections 1 3 4 5 and 6

### Date Recognition

This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program

or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but in respect of Sections 3 (All Risks on Tools and Phones) 4 (Hired in Plant) 5 (Own Tools) and 6 (Contract Works) this shall not exclude subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section This exclusion is not applicable to Sections 2 (Employers Liability) and 7 (Personal Accident)

# General Conditions

## Applying to all Sections

### A Interpretation

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such meaning wherever it may appear

### B Alteration of Risk

You shall give immediate notice in writing to Us of any alteration or change affecting the risk insured

### C Claims Procedure

- a) You shall give immediate notice in writing to Us of any event or notification which might give rise to a claim under this Policy and shall give all information and assistance required and shall send to Us immediately on receipt every letter writ summons or other document and shall notify Us in writing of any impending prosecution inquest or fatal accident inquiry in connection with any event for which there may be liability under this Policy
- b) No admission of liability or offer promise or payment shall be made by You without Our written consent and We shall at Our discretion be entitled to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or compensation or otherwise against any other persons

### D Reasonable Precautions

You shall take all reasonable precautions

- a) In the selection of Persons Employed and sub-contractors
- b) To prevent accidents injury disease or illness

- c) To comply with all statutory obligations and regulations imposed by any authority

### E Number of Persons

The premium for this Policy is based on the total number of persons stated in the Schedule You shall notify Us immediately if this number shall change and shall pay any additional premium which may be required

### F Cancellation

#### Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

#### Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after

the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy schedule **This right does not apply at the first or any subsequent renewal of the Policy**

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

#### **G Instalments**

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full  
In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

#### **H Renewal of Policy**

We shall not be bound to send any notice of the Renewal Premium becoming due nor to renew this Policy

#### **I Misrepresentation**

This Insurance shall be voidable if there has been misrepresentation mis-description or non-disclosure of any material fact

#### **J Other Insurance**

If at the time any claim arises under this Policy there be any other Insurance covering the same Liability We shall not be liable to pay or contribute more than Our rateable proportion of any such claim costs and expenses in connection therewith If any other such insurance or indemnity does not concur with this Policy in respect of contributing rateably then Our Liability herein shall be limited in respect of any Loss Damage or occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected

**K Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by You and Us in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition referred to arbitration the making of an award shall be a condition precedent to any right of action against Us

**L Observance of Policy Terms**

The due observance of the terms provisions conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by You and the truth of the statements in the proposal made by You shall be conditions precedent to any liability on Our part to make any payment under the Policy

**M Acceptance Criteria**

Unless otherwise specified and agreed this Policy has been issued on the basis that

- a) payments to bona fide sub-contractors do not exceed 25% of Your annual turnover
- b) payments to temporary Persons Employed do not exceed 25% of Your annual turnover

## Making Yourself Heard

*If You have cause for complaint, it is important You know We are committed to providing You with an exceptional level of service and customer care*

*We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens, We want to hear about it so We can try to put things right*

### **Who to contact?**

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are

- to be sure You are talking to the right person, and;
- that You are giving them the right information

### **When You contact Us**

- Please give Us Your name and a contact telephone number
- Please quote Your Policy and/or claim number, and the type of Policy You hold
- Please explain clearly and concisely the reason for Your complaint

So We begin by establishing Your first point of contact

### **Step One - Initiating Your complaint**

Does Your complaint relate to

A: Your Policy?

B: a claim on Your Policy?

If A, You need to contact the agent or AXA office who sold You Your Policy. Call the number on Your Policy document and state Your complaint.

If B, You need to contact whoever is currently dealing with Your claim and state Your complaint.

In either case, if You wish to provide written details, the following checklist has been prepared for You to use when drafting Your letter.

- Head Your letter 'COMPLAINT'
- Give Your full name, postcode and a contact telephone number(s)
- Quote the type of Policy and Your Policy and/or claim number
- Advise the name of Your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for Your complaint

The letter should be sent to the person dealing with Your complaint along with any other material required.

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if You are not satisfied, You can take the issue further

### **Step Two - If You are still unhappy**

Should the response You receive be unsatisfactory, please refer the matter using the relevant details below

Does Your complaint relate to

**A:** Your Policy

**B:** a claim on Your Policy?

If **A**, ask to speak to the Branch Manager Where they cannot assist they will ensure You are put into contact with the person who can resolve Your complaint

If **B**, please contact the relevant Claims Office, details of which You will have received following notifying Us of Your claim

### **Step Three - Contacting AXA Insurance Head Office**

If Your complaint is one of the few that cannot be resolved by this stage, write to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
Suffolk  
IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

### **Step Four - Beyond AXA**

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products It will only consider complaints if

- We have provided You with written confirmation that Our internal complaints procedure has been exhausted
- Your Business has a turnover of less than £1,000,000

The Ombudsman can be contacted at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

Fax: 020 7964 1001

Referral to the Ombudsman will not affect Your right to take legal action against Us

### **Our promise to You**

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

AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 50 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

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*Be Life Confident*