



# Public Products and Professional Treatment Liability Insurance Policy

Underwritten By

AXA Insurance UK Plc

in association with

TOWERGATE COVEREX

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redefining / standards



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# Welcome to AXA

## Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

## Your policy

**Your 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.

**Your policy** is divided into a number of sections. The **policy** wording, schedule and any endorsements must be read together. Where a section does not apply, **your** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance and to help **you** understand the cover provided. The headings do not form part of the contract.

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 on page 5 under the Claims notification condition and Claims procedure condition under Policy conditions.

Please contact **your** insurance adviser who will help **us** deal with **your** claim quickly and fairly.

## 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' on page 19 of the **policy**.

# Meanings 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 are additional defined terms under each section.

## Business

Business, described in **your** schedule including

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired or rented by the business
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned, leased, hired or rented by the business
- 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.

## Employed person

Anyone

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

## Excess

First amount of a claim or claims, for which **you** are responsible.

## Period of insurance

Period from the start date to the expiry date, shown in **your** schedule.

## Policy

Policy, schedule, Appendix 1 and any endorsements attached or issued.

## Policy territories

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

## Products

Goods, labels, containers and packaging

- 1 on which work has been completed by **you** or on **your** behalf
- 2 which have been handled, stored, supplied, transported, or financed by **you** and which at the time of the event giving rise to a claim are not in **your** custody or control.

## Professional treatments

Professional beauty treatments specified in **your** schedule and defined in Appendix 1.

## 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

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**. If **you** do not comply 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.

## Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **We** can cancel **your policy** at any time during the **period of insurance** by giving 30 days written notice to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

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 expiry date.

## 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 the 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 of different terms or conditions of cover may be required by **us**.

## 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, court order, summons or other legal document 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.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Claims procedures condition

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

## Policy conditions *continued*

**3 You** must 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** must not abandon any property to **us**.

**6 We** will be allowed complete control of any proceedings and settlement of the claim.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **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, or

**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 claim 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 calculate this as a percentage. The same percentage figure will be applied to

the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or

**b** treat **your policy** as if it had included such different terms (other than payment of the premium) as **we** would have imposed had **you** made a fair presentation.

**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, treating it as if it had never existed without any refund of premium;

**We** may also inform the police of the circumstances.

### Law applicable condition

**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**.

### Other insurance condition

If a claim is made under this **policy** and there is other insurance cover for 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 policy.

### Reasonable care condition

**You** must take reasonable steps to

- 1** prevent or protect against injury, loss or damage
- 2** keep anything insured in good condition and in full working order
- 3** remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, with a reasonable period of time, advised by **us**.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under 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 that 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

- 1** the defence or settlement of any claim
- 2** steps to enforce rights against any other party before or after payment is made by **us**.

### Third party rights condition

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

# Public, products and professional treatment liability section

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Additional persons insured

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

## Asbestos

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

## Bodily injury

Death, bodily injury, illness or disease.

## Claim costs

Costs and expenses

- 1** of any claimant which **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 solicitors fees at
  - a** any coroner's inquest or fatal accident inquiry
  - b** summary court proceedings.

## Client

Person receiving **professional treatments**.

## Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or



## Public, products and professional treatment liability section *continued*

agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

### Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### Event

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

### Limit of indemnity

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

### Manslaughter costs

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

### Offshore

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

### Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or **bodily injury** directly or indirectly caused by the pollution or contamination.

### Professional treatments

Professional beauty treatments specified in **your** schedule and defined in Appendix 1.

### 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 **policy territories**.

### ✓ What is covered

**We** will pay the amount of damages which **you**, or any of the **additional persons insured**, are legally liable to pay as a result of accidental

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

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

### Case Studies cover

**We** will pay the amount of damages which **you** are legally liable to pay as a result of accidental **bodily injury** to any person, as a result of case studies carried out as required to complete any training course, which **you** undertake whilst undergoing training as a student.

### 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 cover **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 **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

**We** will pay the amount of damages for which **you** are liable by law and **claim costs** as a result of accidental

#### 1 bodily injury

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

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

- a** the use by an **employed person** of their own motor vehicle within the European Union
- b** the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not make any payment

- i** for loss of or damage to any motor vehicle referred to in **a** or **b** above
- ii** unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- iii** where cover is provided by another insurance policy.

### Cross liabilities cover

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

### Data Protection cover

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will cover **you** as a result of **your**

legal liability to pay compensation for damage or distress occurring during the **period of insurance** in the course of the **business**.

**We** will not cover

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

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

### Defective premises Act cover

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

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

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

### Manslaughter costs cover

**We** will pay for **manslaughter costs** as a result 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 withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

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), such an appeal is likely to succeed 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 most **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences, during any one **period of insurance**, is £1,000,000.

**We** will not cover

- 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 **policy territories**.

### Personal liability cover

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

#### 1 **bodily injury**

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

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

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

### Professional treatment cover—excluding **bodily injury**

This section is extended to include incidents where **you** are legally liable but there has been no **bodily injury** in respect of any claim

- 1 which is first made against **you** in writing and
- 2 is notified to **us**

during the **period of insurance** for breach of professional duty as a result of **your** neglect, error or omission in providing advice or treatment in the course of the **professional treatment** undertaken in the course of the **business**.

The most **we** will pay during any one **period of insurance** including costs and expenses incurred by **us** or with **our** consent will not exceed £50,000 in total.

**We** will not pay for

- 1 for the first 10% of each and every claim
- 2 any incident happening before the retroactive date.

Extended claims notification period

If **we** do not invite renewal of this **policy** other than due to non-compliance with the terms and conditions of this **policy**, **we** will cover **you** under this extension arising out of any claim

- a which is first made against **you** in writing and
- b is notified to **us**

during the 90 days immediately following the final **period of insurance** as if the claim had first been made in writing against **you** and notified to **us** during that final **period of insurance**.

Provided that

- i** there is no other policy in force that provides cover
- ii** the most **we** will pay under this extension including costs and expenses incurred by **us** or with **our** consent will not exceed £50,000 in total for the final **period of insurance**.

For the purpose of this cover, the retroactive date is defined as three years prior to the start date in **your** schedule.

### Retroactive cover

**We** will pay for **your** legal liability in respect of **bodily injury** caused before the start date shown on **your** schedule, where a claim is first made against **you** during the **period of insurance**.

**We** will only pay **you** if **you** are unable to establish the identity or existence of a previous insurer, or are unable to obtain cover under any previous policy in respect of the **bodily injury**.

Provided that

- 1 Your** inability to obtain cover under a previous policy is not due to
  - a** that **bodily injury** being excluded under the terms of that policy or insurance
  - b** the breach of any policy condition, non-disclosure, misrepresentation or concealment of relevant information
  - c** the exhaustion or inadequacy of the indemnity limit
  - d** the insurer
    - i** having entered into a scheme or arrangement with its creditors or being in administration or liquidation
    - ii** not being able to meet its liabilities.
- 2 We** will not cover any incident happening before to the retroactive date.

For the purpose of this cover, the retroactive date is defined as three years prior to the start date in **your** schedule.

### Safety legislation costs cover

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

**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 for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

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), such an appeal is likely to succeed 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 most **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences, during any one **period of insurance**, is £1,000,000.

**We** will not cover

- 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 **policy territories**.

### Limit of cover

The most **we** will pay for the total of all damages arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

- 1 **pollution and contamination**
- 2 **terrorist act**
- 3 **professional treatments** or
- 4 **products**.

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

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

As a result 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, except for **claim costs** incurred before the date of the claim payment.

## x What is not covered

### Abuse and molestation exclusion

**We** will not cover claims for **bodily injury** caused by or arising from

- 1 abuse or threat, or any form of cruelty
- 2 exploitation
- 3 molestation, intimate or inappropriate contact or inappropriate behaviour of a sexual nature
- 4 pornography.

### Aircraft and watercraft exclusion

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

- 1 aircraft
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

### Airside exclusion

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

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

### Asbestos exclusion

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

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

### Contractual liability exclusion

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

### Damage to goods supplied, own or completed works exclusion

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

### Design and advice and treatment exclusion

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

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

### Electronic data exclusion

**We** will not cover legal liability caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality, failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### Employee injury exclusion

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

### Entertainment production exclusions

**We** will not cover legal liability arising as a result of or in connection with film productions, television productions or professional theatrical productions.

### Excess exclusion

**We** will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or damage to property and this will apply to each **event**.

### Foreign manual work exclusion

**We** will not cover legal liability caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work in connection with the **business** is undertaken within the European Union, by persons ordinarily resident within the **policy territories**.

### North America Exclusion

**We** will not cover legal liability or any allegation, claim, circumstances or proceedings for **bodily injury** or loss of or **damage** to property caused by or in connection with any **products**, which to your knowledge, are for export, either directly or indirectly, to the United States of America or Canada.

### Offshore exclusion

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

### Pollution and contamination exclusion

**We** will not cover legal liability arising from **pollution or contamination**, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

### Property under your control exclusion

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

But **we** will cover

- 1 premises which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not
  - a result in **contractual liability**
  - b say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf

**2** premises including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**

**3** **employed persons** or visitors vehicles or effects while on **your** premises.

### **Radioactive contamination exclusion**

**We** will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### **Recall or refunds exclusion**

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

### **Rectification of defects exclusion**

**We** will not cover

**1** the cost or value of any defective, harmful or unsuitable products supplied, used or undertaken

**2** expenditure incurred by anyone in

**a** investigating or providing a remedy for

**b** removing, reinstating, replacing, reapplying or rectifying

any defective, harmful or unsuitable products supplied, used or undertaken.

### **Road Traffic Act exclusion**

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

### **War risk exclusion**

**We** will not cover

**1** any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

**2** confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

# Business equipment section

## Contents of this section

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

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### Damage

Loss, destruction or damage.

### Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data.

### Property insured

Office and business equipment or stock, including portable electronic equipment and hand tools, belonging to, or borrowed or leased by **you**, or **your** partners, principals, directors or employees, used in connection with the **business**, referred to in **your** schedule as 'Business equipment', anywhere within the **policy territories** or temporarily, elsewhere in the world.

### Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

## ✓ What is covered

**We** will pay **you** for accidental **damage** to the **property insured**, occurring during the **period of insurance** in accordance with the following basis of settlement.

### Basis of settlement

**We** will pay **you** for the value of the **property insured** at the time of its **damage** or for the amount of the **damage**, or at **our** option



## Business equipment section continued

reinstate or replace the **property insured** or any part of it.

- 1 Claims for the total loss or destruction of **property insured**, will be settled on the basis of replacement of property similar to, but no better or more extensive than the **property insured** when new.
- 2 Claims for partial loss or destruction of **property insured**, will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **property insured** when new.

**We** will not cover more than the sum insured shown in **your** schedule for the **property insured**.

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

### Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any item or part of the **property insured** is automatically noted and in the event of a claim **we** should be given details of the financial interest.

## x What is not covered

### Breakdown exclusion

**We** will not cover **you** for **damage** caused by mechanical or electrical breakdown or derangement.

### Date recognition exclusion

**We** will not cover **you** for **damage** to **property insured** directly or indirectly caused by, contributed to by, or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, or to process data, or to operate properly, due to failure to recognise any given date.

### Electronic equipment exclusion

**We** will not cover **you** for **damage** to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data or any part of it, whether tangible or intangible (including any information, programs or software) and whether **your** property or not, where **damage** is caused to the **property insured** by programming or operator error, **virus** or **similar mechanism** or **hacking**, including where this results from the actions of malicious persons or thieves.

### Excess exclusion

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

### Overnight theft exclusion

**We** will not cover **you** for theft or attempted theft of **property insured** whilst contained in an unattended vehicle or trailer between the hours of 9pm and 6am unless that vehicle or trailer is

- 1 garaged in a securely locked and enclosed building, or
- 2 parked in a yard which is fully enclosed and securely closed and locked.

### Radioactive contamination exclusion

**We** will not cover any claims directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Sonic bangs exclusion

**We** will not cover **you** for **damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### Terrorist act exclusion

**We** will not cover **you** for any **damage**, cost or expense directly or indirectly, caused by, resulting from or in connection with **terrorist act**.

### **Unattended vehicle exclusion**

**We** will not cover **you** for theft or attempted theft of **property insured** while contained in an unattended vehicle or trailer, unless there is evidence of forcible and violent entry to the vehicle or trailer.

### **Unexplained losses**

**We** will not cover **you** for unexplained disappearance or inventory shortage.

### **War risk exclusion**

**We** will not cover

- 1** any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- 2** confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.

### **Wear and tear exclusion**

**We** will not cover **you** for

- 1 damage** due to wear and tear or gradual deterioration, rust, action of light or atmospheric conditions
- 2** the cost of normal upkeep, cleaning or normal repairs.

# 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 Towergate Coverex. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to Towergate Coverex at

Towergate Coverex  
Capital House  
Jubilee Way  
Faversham  
Kent  
ME13 8GD

Tel: 0344 892 1618  
Fax: 01795 530452

When **you** make contact please tell **us** the following information

- Name address and postcode, telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

## Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

**You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0800 023 4567\*  
Tel: 0300 123 9123\*\*  
Fax: 020 7964 1001

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

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

## Our promise to you

**We** will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded and monitored.

\* 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

## **Financial Services Compensation Scheme (FSCS)**

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

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>

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

If you would like a Braille, large print or audio version, please contact your insurance adviser.

**[www.axa.co.uk](http://www.axa.co.uk)**

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 **towergate health & beauty**

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