Public Products and Professional Treatment Liability Insurance Policy

Underwritten By

AXA Insurance UK Plc

in association with

TOWERGEATE COVEREX

Capital House, Jubilee Way, Faversham, Kent ME13 8GD
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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

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

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

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

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

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 scheme and 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

These are the conditions of the cover and apply throughout your policy. There are additional conditions under each section of cover. If you do not comply with these conditions you may lose all right to cover under your policy or to receive payment for a claim.

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

Cancellation condition

1 You may cancel your policy within 14 days of receiving your policy 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 the policy
   a by giving you 30 days written notice if
      i there is a material change in your business
      ii the information that forms the basis of this contract changes
   iii following a survey at any of your premises or sites we have required you to make risk improvements and you have not completed these within a reasonable period of time, advised by us
   b immediately, if the premium has not been paid.

Where the policy is cancelled in accordance with any of the above provisions, we will refund part of the premium paid, proportionate to the unexpired period of insurance following cancellation, provided that no claim has been paid or is outstanding in the current period of insurance.

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 of any change in circumstances or alteration to the risk during the period of insurance which may affect this insurance. If you do not comply with this condition we have the right to refuse to pay your claim.

We do not have to accept any request to change your cover. If we accept any change to the cover, an increase in the premium or 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.

If you do not comply with this condition we have the right to refuse to pay your claim.

Claims procedures condition

1 You must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
2 At your expense you must provide us with
   a full details in writing of any injury, loss or damage and any further information or declaration we may reasonably require
   b any assistance to enable us to settle or defend a claim
   c details of any relevant other insurances.
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
   access to premises
   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.
   If you do not comply with this condition we have the right to refuse to pay your claim.

Fraud condition
If you or anyone acting for you:
1 knowingly makes a fraudulent or exaggerated claim under your policy;
2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine);
3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),
We will:
   a refuse to pay the claim;
   b declare the policy void, treating it as if it had never existed without any refund of premium; and
   c recover any sums that we have already paid under the policy in respect of the claim and any previous claims.
We may also inform the police of the circumstances.

Law applicable condition
You and we can choose the law which applies to this policy. We propose that English law applies. Unless we and you agree otherwise, English law will apply to this policy.

Misrepresentation and non-disclosure condition
The contract of insurance is formed on the reliance of information which you provide to us. You must
1 disclose all information relevant to this insurance
2 not make any statement which is incorrect.
If you fail to disclose information relevant to this insurance or make any statement which is incorrect we will, at our option, either
1 make the policy void from the date the contract was formed
2 refuse to pay your claim.

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
1 at our option, either pay
   a 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.

If you do not comply with this condition you may not receive payment in respect of a claim.

**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

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
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, 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 it creditors or being in administration or liquidation

      ii not being able to meet its liabilities.

2 We will not cover any incident happening before 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.

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 advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee.

1 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 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.

Defined terms are highlighted in bold blue see page 4 and the start of each section of cover for their meanings.
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.
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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.

Defined terms are highlighted in bold blue see page 4 and the start of each section of cover for their meanings.
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.

### 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
2 County Gate
Staceys Street
Maidstone
ME14 1ST
Tel: 0844 892 1618
Fax: 0844 892 1624

When you make contact please tell us the following information:

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

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

Beyond AXA

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

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

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

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

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).
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