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Defined terms are highlighted in bold blue — see page 4 and the start of each section of cover for their meanings.
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 6 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 42 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(s)

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 and schedule and any endorsements attached or issued.

Policy territories

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

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

We/us/our

AXA Insurance UK plc.

You/your/yourself

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.

Basis of rating condition

This policy is agreed specifically on the basis that you have declared and will continue to declare the total number of directors, partners or employed persons working in connection with the business and that this will not exceed eight persons. The premium is based on the total number of persons, declared by you and shown in your schedule.

1 You must tell us as soon as possible if this number changes. You must pay an extra premium or we will make a refund for the remaining period of insurance, based on our normal rates applicable at that time. If you request a change in the number of employed persons to more than eight persons, we will then cancel this policy in accordance with the Cancellation condition.

2 In the event that a claim arises and you have not told us of a change in the number of employed persons, we will not refuse to deal with your claim solely on these grounds, so long as

a the total number of directors, partners and employed persons does not exceed eight persons

b you pay an extra premium, equal to the premium that would have been charged, had you declared the correct number of people during each period of insurance.

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 You may also cancel this policy at any time if the business is sold by you or you cease trading.

3 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.

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

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); 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; 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.

Instalments condition

If you fail to pay a premium instalment to us on the date due, this will result in your policy being cancelled from the date the missed instalment was due.

You will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance the annual premium remains due in full.

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.

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 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 and/or activities of your business to carry out inspection or survey. You must comply with any risk improvements that we ask for, within 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 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
   a any principal for whom you are completing a contract for the performance of work, to the extent required by the contract conditions
   b any director or employed person of yours in connection with the business
   c any officer or member whilst undertaking their duties in connection with your
      i canteen, sports, social, educational or welfare organisations
      ii fire, security, first aid, medical or ambulance services
   d any director or officer of yours for whom private work is undertaken by any employed person, with your prior consent.
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.

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.

Hazardous locations

1. aircraft

2. airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access

3. watercraft

4. railways or railway installations

5. docks or harbours

6. quarries, mines or collieries

7. chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities

8. power stations or nuclear plant

9. bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples.

Hot work
Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

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.

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.

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 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.

**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.

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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.
Public liability section continued

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.

3. costs and expenses of any investigation or prosecution brought other than under the laws of the policy territories.
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.

Temporary employee cover

The total number of directors, partners or employed persons ordinarily working in connection with the business is shown in your schedule. However if employed persons are engaged on a temporary basis and the total number of working days for all temporarily employed persons in any one period of insurance is less then 50 days, the cover under this section will automatically be provided and you do not need to pay an additional premium or change the number of persons shown in your schedule.

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

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

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).

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 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.
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.

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 arising out of manual work undertaken by you or on your behalf outside the policy territories, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the policy territories, for a period or periods of up to 180 days in total, during any one period of insurance.

Hazardous locations exclusion
We will not cover legal liability arising in connection with any work in, or on hazardous locations.

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 goods, materials or work, process or other operation 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 goods, materials or work, process or other operation 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.

Section conditions
This condition applies only to this section. If you do not comply with a condition you may lose all right to cover under your claim or to receive payment for a claim.

If you are unsure about this condition or whether you need to notify us about any matter, please contact us.

Hot work precautions condition
It is a condition that the following precautions must be complied with each time that hot work is undertaken away from your premises
1 the area where the work is to be completed must be cleared of all combustibles
2 combustible floors and other combustible property which cannot be moved must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least six metres from or beneath the work area.

3 where there is a danger of ignition either directly, or by conduction of heat through any partitions or walls, the area on the other side must be inspected and combustible material must be removed.

4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use.

5 no heat producing equipment is to be left out of view of its operator or firewatcher whilst lit or powered or whilst hot.

6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after completion of each period of work.
Personal accident 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.

Accident
A sudden, unexpected, specific event which occurs at an identifiable time and place.

Hazardous pastimes
The insured person taking part in, or practising for
1 racing, competitions, rallies or trials on wheels or on horseback
2 hang-gliding, parachuting, parascending, paragliding or bungee jumping
3 mountaineering, rock climbing, potholing, caving or white water rafting
4 diving underwater involving the use of breathing apparatus
5 off piste skiing, sleighing or snow boarding.

Injury
Identifiable physical injury caused by an accident which solely and independently of any other cause, results in the death or disablement of the insured person, within 24 months of
the date of the **accident**. This includes illness arising directly from the injury or medical or surgical treatment made necessary by the injury.

**Inception**

The date that an **insured person** is first included in this insurance.

**Insured person**

Each of the persons described in your schedule who is under 75 years of age.

**Loss of sight, hearing or speech**

Total and irrecoverable loss of

1. sight in one or both eyes
2. hearing
3. speech.

**Loss of limb**

Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

**Permanent total disablement**

Disablement which entirely prevents the **insured person** from attending to any occupation, to which they are reasonably suited by training, education or experience and which

1. lasts 12 months and
2. is beyond hope of improvement.

**What is covered**

*We* will pay you, or in the event of your death, your personal representatives, in accordance with the benefits shown in your schedule, if at any time during the period of insurance an **insured person** sustains injury.

**Disappearance cover**

If during the period of insurance, an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an injury likely to have caused death, it will be presumed after 12 months that death has occurred and *we* will pay the benefit shown in your schedule. However if the **insured person** is subsequently found to be alive, *you* will be required to refund to **us** any amount already paid.

**Maximum benefits**

Benefit payable under this section will not exceed the amounts shown in your schedule for each **insured person**.

**Payment of benefits**

*We* will only pay under one of the benefits shown in your schedule as a result of one accident.

**What is not covered**

**Armed forces exclusion**

*We* will not cover claims in any way caused or contributed to, by the **insured person** engaging in or taking part in armed forces service or operations.
Personal accident section continued

Chemical weapon exclusion

We will not cover claims in any way caused or contributed to, by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

Criminal act exclusion

We will not cover claims in any way caused or contributed to, by the insured person’s own criminal act.

Deliberate act exclusion

We will not cover claims in any way caused or contributed to, by the insured person’s deliberate exposure to exceptional danger (except in an attempt to save human life).

Drugs and alcohol exclusion

We will not cover claims in any way caused or contributed to, by the insured person being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.

Flying exclusion

We will not cover claims in any way caused or contributed to, by the insured person engaging in flying of any kind other than as a passenger.

Hazardous pastimes exclusion

We will not cover claims in any way caused or contributed to, by hazardous pastimes.

Pre-existing condition exclusion

We will not cover claims in any way caused or contributed to, by

1. any existing condition or chronic or recurring disease or disorder, or
2. any other condition which the insured person knew about and has
   a. sought advice, diagnosis, treatment or counselling
   b. become aware, or should reasonably have been aware
   c. been treated
   in the 12 months immediately prior to inception.

Suicide and insanity exclusion

We will not cover claims in any way caused or contributed to, by the insured person’s suicide, attempted suicide or intentional self-injury, or the insured person being in a state of insanity.

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.
Section conditions

These conditions apply only to this section. If you do not comply with a condition you may lose all right to cover under your claim 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.

Change in circumstances condition

You must tell us as soon as you become aware of any injury, illness, disability or other condition where the insured person has become affected.

Claims evidence condition

1. The insured person must as early as possible seek the attention of a qualified medical practitioner in the event of injury or illness which causes or may cause a claim and all certificates, information and evidence required by us in connection with such injury or illness is to be provided at your or the insured persons expense.

2. All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by us and that medical adviser is to be allowed to examine the insured person as often as necessary.

3. If the insured person dies we will be entitled to have a post mortem examination at our expense.
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Employers’ 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 but only in respect of liability incurred by the deceased person.

2. At your request
   a. any principal for whom you are completing a contract for the performance of work, to the extent required by the contract conditions
   b. any director or employed person of yours in connection with the business
   c. any officer or member whilst undertaking their duties in connection with your
      i. canteen, sports, social, educational or welfare organisations
      ii. fire, security, first aid, medical or ambulance services
   d. any director or officer of yours for whom private work is undertaken by any employed person, with your prior consent.
Employers’ liability section continued

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.

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.

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.

Safety legislation costs
Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety legislation enacted with 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 bodily injury to any employed person caused during the period of insurance in connection with the business.

Claim 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.
Employers’ liability section continued

Injury to working partners cover
If you are a working partner the cover will apply as though you were an employed person as long as

1 bodily injury is sustained while you are working in connection with the business

2 bodily injury is caused by another partner or employed person while working in connection with the business

3 you have a valid right of action for negligence against the other partner or employed person.

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 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 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.

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.

Temporary employee cover

The total number of directors, partners or employed persons ordinarily working in connection with the business is shown in your schedule. However if employed persons are engaged on a temporary basis and the total number of working days for all temporarily employed persons in any one period of insurance is less than 50 days, the cover under this section will automatically be provided and you do not need to pay an additional premium or change the number of persons shown in your schedule.

Unsatisfied court judgements cover

We will at your request pay an employed person or their personal representative the amount of any award to that person as a result of a judgement which has been obtained for bodily injury against any company, partnership or individual conducting a business within the policy territories and which remains unpaid six months after the date of the judgement.
We will only provide cover if
1. there is no outstanding appeal
2. the bodily injury was sustained during the period of insurance by the employed person while working in connection with the business
3. the judgement was obtained in a court within the policy territories
4. the employed person or their personal representative assigns the judgement to us.

Limit of cover
The most we will pay for the total of all damages and claims costs is the limit of indemnity A or B shown in your schedule and will apply to any one claim or series of claims by one or more of the employed persons arising from one occurrence.

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

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

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 as a result of the claim or claims.

What is not covered

Foreign manual work exclusion
We will not cover legal liability arising out of manual work undertaken by you or on your behalf outside the policy territories, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the policy territories, for a period or periods of up to 180 days in total, during any one period of insurance.

Offshore exclusion
We will not cover legal liability as a result of bodily injury to any employed person while offshore.

Radioactive contamination exclusion
We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of
1. contractual liability
2. the liability of any principal for whom you are completing a contract.

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

Section conditions
This condition of cover applies only to this section. If you do not comply with a condition you lose all right to cover under your policy or to receive payment for a claim.

If you are unsure about this condition or whether you need to notify us about any matter, please contact us.

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

Business stock
Stock-in-trade belonging to you, while at your premises, or in a securely locked store or compound within the policy territories, or in transit by road, rail or inland waterway.

Construction plant and machinery
Construction plant, construction machinery, trailers, site huts or site caravans (including their contents) belonging to you for use in connection with the business, excluding portable tools and equipment.

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.
Portable tools and equipment

Hand held portable tools and equipment including portable electronic equipment excluding

1. tools designed other than to be applied to work by hand
2. equipment capable of propulsion across the ground on wheels, tracks or air cushion

belonging to you, or the property of your partners, principals, directors or employees, which are ordinarily used or needed on the site of any contract carried out by you in connection with the business.

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, occurring during the period of insurance, to any of the items shown in your schedule for which there is a sum insured and will pay you for the value of the property at the time of its damage or for the amount of the damage, or at our option reinstate or replace the property or any part of it, in accordance with the following basis of settlement.

Basis of settlement

1. For property insured other than for business stock, we will pay up to the market value of the property insured at the time of its damage but no more than the sum insured stated in your schedule.

2. Claims for business stock will be settled on the basis of its value at the time of damage with adjustment for wear and tear, but no more than the sum insured shown in your schedule.

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.

Immobilised plant cover

We will pay you for the necessary costs, up to the sum insured, incurred in the recovery of the construction plant and machinery, which may become immobilised or immovable as a result of damage, whilst being used in connection with the contract on which you are working.

Financial interest cover

The financial interest of anyone with whom you have entered into a loan, lease or hire purchase agreement for any property included within the items covered is automatically noted and in the event of a claim we should be given details of the financial interest.
X What is not covered

Aircraft or watercraft exclusion
We will not cover you for damage to any
1. aircraft
2. watercraft (except watercraft less than eight metres in length or any hand-propelled boat or pontoon).

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.
If a single incident results in a claim under more than one of the following sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, you will only have to pay one excess. Where the excess amount varies between each of those sections of cover, the higher amount will apply.

Foreign work exclusion
We will not cover you for damage to construction plant and machinery or portable tools and equipment outside the policy territories, unless arising out of a temporary period or periods of work, elsewhere within the European Union, not exceeding 180 days in total, during any one period of insurance, by persons resident within the policy territories.

Motor vehicle exclusion
We will not cover you for damage to any motor vehicle or attached trailer, other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

Overnight theft from vehicle exclusion
We will not cover theft or attempted theft of portable tools and equipment from any vehicle or trailer, whilst unattended, between the hours of 9 pm and 6 am and it will be up to you to prove that any theft or attempted theft occurred before 9 pm or after 6 am. This exclusion does not apply if you have paid a premium to cover ‘Tools in vehicle overnight’ and this is shown as covered in your schedule.
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 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.

Unsecured storage exclusion

We will not cover you for damage to property insured away from the site of any contract, unless it is being kept within a securely locked building or compound.

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.
Hired in plant 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.

Hired in plant
Construction plant, machinery, tools, equipment, site huts or caravans you have hired to use in connection with the business.

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 cover you against your legal liability under the terms of any hire conditions to make good to the owner of the hired in plant, for damage occurring during the period of insurance. Where damage is caused by an item’s own breakdown or its own explosion, cover will only apply if this is due solely to negligence, misdirection or misuse by you or your employees.

We will pay up to the sum insured stated in your schedule for any one item but only for your liability under any hire conditions.

In the event of any loss the sum insured will be automatically reinstated from the date of the loss, unless there is written notice by us or you saying otherwise.

You will have to pay an additional premium for this.

Continuing charges cover

We will cover you against your legal liability to pay to the owner of the hired in plant, hire charges lost as a result of damage to the hired in plant.

We will pay the hire charges for the period while the plant is necessarily idle due to the damage or breakdown, for a period not exceeding 90 days from the time that damage or breakdown occurs, excluding the first 48 hours.

The most we will pay for any one hire agreement is £25,000.

Immobilised plant cover

We will pay the necessary costs, up to the sum insured, incurred in the recovery of the hired in plant which may become immobilised or immovable as a result of damage, whilst being used in connection with the contract on which you are working.

What is not covered

Aircraft or watercraft exclusion

We will not cover you for damage to any

1. aircraft

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

Date recognition exclusion

We will not cover you for damage to hired in plant 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.

Excess exclusion

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

If a single incident results in a claim under more than one of the following sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, you will only have to pay one excess. Where the excess amount varies between each of those sections of cover, the higher amount will apply.

Electronic equipment exclusion

We will not cover 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 by programming or operator error, virus or similar mechanism or hacking, including where this results from the actions of malicious persons or thieves.

Foreign hire exclusion

We will not cover you for damage to hired in plant, outside the policy territories, unless arising out a temporary period or periods of work, elsewhere within the European Union, not exceeding 180 days in total, during any one period of insurance and hired under an agreement entered into within the policy territories.

Motor vehicle exclusion

We will not cover you for damage to any motor vehicle or attached trailer, other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

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.

Unexplained losses exclusion

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.
Contract works section

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You 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.

Contract works
Permanent or temporary works carried out in performance of any contract or development, including materials for use, undertaken by you or on your behalf, the estimated original value of which, prior to the commencement of the works, does not exceed the contract limit shown in your schedule.

1 while on or adjacent to the site of any contract or development

2 while being transported by road, rail or inland waterway.

Damage/damaged
Loss, destruction or damage.

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

Substantial completion
The date of completion of the works, apart from the prospective purchasers or tenants choice of decoration and/or final fitments.
**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**

**Damage to the property insured**

*We* will pay *you* for accidental **damage**, occurring during the **period of insurance**, to the **contract works** and will pay *you* for the value of the property at the time of its **damage** or for the amount of the **damage**, or at our option reinstate or replace the property or any part of it, in accordance with the following basis of settlement.

**Basis of settlement**

*We* will pay up to the sum insured shown in *your* schedule for the property insured, plus any additional amount shown in the Escalator cover.

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

**Debris removal and professional costs cover**

*We* will reimburse costs and expenses that we have approved for

1. removing debris
2. dismantling or demolishing
3. shoring up, propping and fencing off
4. clearing or repairing drains and service mains on the site
5. architects, surveyors and consultants fees in connection with reinstatement of the property insured as a result of **damage** to the **contract works**, but not for preparing any claim.

**Escalator cover**

If there is an increase in the value of any contract or development during the **period of insurance**, the sum insured shown in *your* schedule will automatically increase for that contract or development, up to an amount no more than 20% of the estimated original value of the contract or development.

**European Community and public authorities (including undamaged property) cover**

*We* will cover the extra cost of reinstatement that may be needed to meet

1. European Community legislation or
2. Building or other regulations under or there to support any Act of Parliament or Bye-laws of any public authority referred to as the stipulations, for

   a. **damage** to the **contract works**
   b. undamaged portions of the **contract works** but excluding

1. the cost incurred in complying with the stipulations
Contract works section continued

a for damage occurring prior to the granting of this cover

b for damage not insured by this section

c where notice has been served on you prior to the damage happening

d where there is an existing requirement which has to be implemented within a given period

e for property entirely undamaged

2 the additional cost that would have been required to make good contract works lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen

3 the amount of any charge or assessment arising out of capital appreciation which may be payable for contract works or by the owner to comply with the stipulations.

Conditions applicable to the European Community and public authorities (including undamaged property) cover

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the damage or any further time that we agree (during those 12 months) and may be carried out on another site (if the stipulations require) subject to our liability under this extension not being increased.

2 The total amount recoverable under this section for this cover will not exceed 15% of the sum insured.

Expediting costs cover

We will pay you for the extra charges of overtime, night work, work on public holidays’, express freight, air freight and other transport charges necessary and approved by us in writing, in relation to a claim under this section, where damaged property is repaired or replaced.

Financial interest cover

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

Free materials cover

The property insured includes any materials supplied by or provided to you by the employer for inclusion in any contract for which you are responsible. The value of the materials will not be included in determining the estimated original value of the contract or development.

Indemnity to principals cover

The interests of your employer or principal are also covered under this section as necessary under the conditions of contract in force between you and your employer or principal as long as they follow the terms, exclusions and conditions of your policy as though they were you.
Off-site storage cover

We will pay you for the offsite storage of materials intended to be used for any contract while they are temporarily stored anywhere within the policy territories, as long as you are responsible for them under the terms of contract with your principal or employer.

Redrawing plans and documents cover

We will pay you for costs and expenses up to £25,000 for any one claim, for the re-writing or re-drawing of plans, drawings or other contract documents following damage to them.

Show houses and contents cover

We will cover show house properties and show house contents until they are sold (including while being transported by road, rail or inland waterway and in temporary storage all within the policy territories). The most we will pay for the contents of any one show house is £10,000.

Speculative building cover

The contract works includes any property that is being built by you other than under contract, but the cover for that property will end on the earlier of

1. the date the property is sold or let, or
2. three months after substantial completion, or
3. the expiry of the cover under this section.

Where the property comprises of several units within one block then 1 above will apply to each individual unit, but cover for the whole block will not exceed three months from substantial completion if parts of it are still unsold or not let.

If work on the site stops for more than three months in a row, cover will cease immediately unless we agree to it continuing by writing to you.

Subcontractors cover

If any contract awarded under a standard form of building contract is insured under this section and damage is caused to the contract works by any of the specified perils defined in the contract, we will not pursue any rights of recovery against subcontractors directly engaged by the main contractor for the contract. This cover will only apply if

1. required by the sub-contract
2. the sub-contractor follows the terms, exclusions and conditions of your policy as though they were you.

What is not covered

Cessation of work exclusion

We will not cover you for damage to any part of the permanent works, if work on the contract site stops for more than 45 days in a row unless cover is agreed by us in writing.
Completed work exclusion

**We** will not cover **you** for **damage** to any part of the permanent works

1. after each part has been completed and delivered to the owner, tenant or occupier

2. where a certificate of completion has been issued, other than where **damage**

   a. happens during the defects liability period specified in the contract and arising from a cause occurring prior to commencement of the period

   b. occurs to materials or other property insured on site for the purpose of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period

   c. occurs within 14 days of the time the certificate of completion is issued and where **you** are required by the terms of the contract to insure.

Contract responsibilities exclusion

**We** will not cover **you** for **damage** to any part of the permanent works, which under conditions of contract **you** are not responsible for insuring.

Deeds, documents and valuables exclusion

**We** will not cover **you** for **damage** to

1. deeds, bonds, bills of exchange, promissory notes, money, stamps, securities or documents of title

2. precious metals or stones, or articles made from them.

Excess exclusion

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

If a single incident results in a claim under more than one of the sections of cover – Business tools, plant and equipment, Hired in plant and/or Contract works, **you** will only have to pay one **excess**. Where the **excess** amount varies between each of those sections of cover, the higher amount will apply.

Existing property exclusion

**We** will not cover **you** for **damage** to any existing property including any existing property being altered or repaired.

Faulty workmanship, materials and design exclusion

**We** will not cover **you** for fault in design, plan, specification, materials or workmanship and **damage** to the **contract works** will not be regarded as having occurred, just because a faulty condition exists in the property insured. This does not exclude resultant **damage** to **contract works** which is free of any such fault, other than where **damage** is caused to **contract works** in order to enable the replacement, repair or rectification of the fault.

Foreign work exclusion

**We** will not cover **you** for **damage** to **contract works** outside the **policy territories** unless arising out of a temporary period or periods of work, elsewhere within the European Union,
Contract works section continued

not exceeding 180 days in total, during any one period of insurance, by persons resident within the policy territories.

Penalties under contract exclusion
We will not cover you for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any indirect losses.

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.

Unexplained losses exclusion
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 the agent or AXA office where your policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively you can write to us at AXA Insurance Commercial complaints AXA House 4 Parklands Lostock Bolton BL6 4SD

Tel: 01204 815359 Email: commercial.complaints@axa-insurance.co.uk

When you make contact please tell us the following information

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

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

Beyond AXA

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

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

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

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall 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

* 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

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

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