



# Essential information

AXA Business Insurance

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## Welcome to AXA

### Thank you for choosing AXA

Your policy will be split into more than one document and these will reflect the specific sections and covers you have purchased. They will be shown in your schedule. Where a section or cover does not apply, your schedule will state that it is 'not covered'. Please carefully read all your policy documents together, as they form your policy wording and contain the full details of your cover.

Please keep any documents we have provided in a safe place. If you have any questions, need anything explaining or believe this contract does not meet your needs, please contact us.

### Your policy

This policy is a contract of insurance between you and us and you have a duty to make a fair presentation of the risk to us in accordance with the law.

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

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

Throughout this policy, we use defined terms and headings. Defined terms are used to explain what we mean when we use that word or those words. Details of the defined terms that apply throughout your policy can be found on page 5.

There will also be defined terms that are specific to covers that you have purchased and these will be detailed in each section of your policy. Headings have been used for your guidance and do not form part of the policy wording.


To help you understand the cover within each section of your policy we have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' we give information on the insurance provided. This must be read with 'What is not covered', the policy conditions and the section conditions at all times.

Under the heading 'What is not covered' we draw your attention to what is excluded from your policy.

### Making a claim

If you need to make a claim please first check your policy to make sure you are covered. You must then follow the instructions provided in the Claims notification conditions within the sections of cover and at the end of this Essential information document.

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

### Making a complaint

If you are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' at the end of this Essential information document.

## Important phone numbers

### Contents

#### Glass replacement service



**0300 303 2944\***

A quick and efficient service available 365 days a year

\* The Glass replacement service is provided by an AXA approved glazing and locks provider.

### All covers

#### Legal and tax advice



**0330 024 5346\*\***

Our confidential legal and tax advice line. Please quote AXA Commercial when you call.

\*\* The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.

\*\* Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.

\*\* Arc Legal Assistance Ltd make no additional charge for providing these services. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.

#### Emergency helpline



**0330 024 5346\*\*\***

Our 24 hour emergency helpline. Please quote AXA Commercial when you call. We will provide details of reputable contractors who will be able to help.

Calling the helpline does not constitute notification of an insurance claim.

You will have to pay for any call out charges, parts and cost of labour. If connected to a potential claim please follow the Claims notification condition and Claims procedures condition first.

\*\*\* The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK

## Meaning of defined terms

These meanings apply throughout your policy. If a word or phrase has a defined meaning, it will be underlined and will have the same meaning wherever it is used. There may be additional defined meanings in each section of cover



### Alarmed premises

The premises or those portions of the premises protected by the intruder alarm system.



### Asbestos

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



### Business

The profession or occupation, shown in your schedule



### Employed person(s)

Anyone

- 1) under a contract of service or apprenticeship with you
- 2) who is
  - a) employed by you or on your behalf 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 as detailed in your schedule for which you are responsible.



### Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.



### Key holder

You or any person or key holding company authorised by you who is available at all times to accept notification of faults to or alarm signals from the intruder alarm system and who will attend and allow access to the premises.



### 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.



### Premises

Premises at the property address shown in your schedule occupied by you for the purpose of the business.



### Responsible person

You or any adult authorised by you who will be responsible for the security of the premises.



### We / us / our

AXA Insurance UK plc.



### You / your / yourself

The person(s), firm, company or organisation shown in your schedule as the insured .

## Policy Conditions

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

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

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

Where your policy contains conditions that specify circumstances whereby non-compliance will mean that you will not receive payment for a claim, you will be covered, and we will pay your claim, if you are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



### Applicable law

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



### Arbitration condition

If we agree to pay your claim and you disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. This condition does not apply to the Public and products liability section, the Professional indemnity section, the Employers liability section or the Legal expenses section.

Alternatively, depending on the size of your business, you may be able to refer your case to the Financial Ombudsman Service (FOS). In either case this will not affect your right to take action against us over this disagreement.



### Basis of rating condition

If any section of this policy is rated on the total number of directors, partners or employed persons working in connection with the business, it is a condition of your policy that the total number of directors, partners or employed persons working in connection with the business

- 1) is as declared by you and shown in your schedule
- 2) will not exceed a maximum of eight persons.

You must tell us as soon as possible if the total number of persons shown in your schedule increases and you must pay an extra premium based on our normal rates applicable at that time.

If a claim is notified and you have not told us of an increase in the total number of persons then as long as:

- a) the total number of directors, partners or employed persons does not exceed eight persons
- b) you have complied with the change in risk condition
- c) you pay an extra premium, equal to the premium that would have been charged based on the increased number of persons

we will not refuse to deal with your claim or reduce the amount of any claim payment.

We will not pay your claim where the maximum number of eight persons is exceeded.



## Cancellation condition

- 1) You may cancel your policy within 14 days of receiving your policy if for any reason you are dissatisfied or the policy does not meet your requirements. If you cancel this way before cover has started, we will return the full premium you have paid. If cover has started, provided that there have been no claims in the current period of insurance we will refund part of the premium you have paid, proportionate to the time left on your policy. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 2) You may cancel this policy at any time if the business described in the schedule is sold by you or you cease trading. If you cancel this way, provided no claim has been notified, paid or is outstanding in the current period of insurance, we will refund part of the premium paid, proportionate to the unexpired period of insurance following cancellation minus an administration fee of £35. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 3) We can cancel your policy at any time during the period of insurance by giving 30 days written notice to your last known address and/or your last registered email address.  
Where the policy is cancelled in accordance with the above provision, we will refund part of the premium paid, proportionate to the unexpired period of insurance following cancellation, provided no claim has been notified, paid or is outstanding in the current period of insurance. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 4) We can cancel the policy immediately, if the premium has not been paid. If a claim has been notified, paid or is outstanding in the current period of insurance the annual premium remains due in full.

Cancellation of this policy will not affect any claims or rights you or we may have before the date of cancellation.

We do not have to offer renewal of your policy and cover will cease on the end date.



## Change in risk condition

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

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

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

We do not have to accept any request to vary your policy. If you wish to make any alteration to your policy you must disclose any change to the information you previously provided or any new information that could affect this insurance. If we accept any variation to your policy, an increase in the premium or different terms or conditions of cover may be required by us.



## Changes in your policy condition

By accepting this policy you understand that we provide an online service.

We agree to provide you with all your documents electronically for you to print yourself. It is your responsibility to make any changes to your policy online.



## 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 happening
- 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 other relevant insurances
- 3) You may not accept, negotiate, pay, settle, admit or repudiate any claim without our written consent
- 4) Following a claim you must allow us or anyone authorised by us
  - a) access to premises
  - b) to take possession of, or request delivery to us of any property insured
- 5) You may not abandon any property to us
- 6) We will be allowed complete control of any proceedings and settlement of the claim.

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



## 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, writ, summons or other documents served upon you
  - b) tell us about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this policy
  - c) notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

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



## Fair Presentation of risk condition

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

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



## Fraud condition

You and anyone acting for you must not act in a fraudulent way. If you or anyone acting for you:

- 1) knowingly makes a fraudulent or exaggerated claim under your policy;
- 2) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will:

- a) refuse to pay the claim;
- b) declare the policy void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.



## Other insurance condition

If a claim is made under this policy and there is other insurance cover which you are, or would be but for this policy, entitled to have a claim paid under the other insurance, we will at our option, either pay

- 1) a proportionate share of the claim, or
- 2) an amount beyond that which is or would be payable under the other insurance.



## Payment of premium condition

You can choose to pay your premium either in full or by instalments.

### Payment in full

If you choose to pay in full your payment will be debited from your payment card immediately and will appear on your statement within 3 working days. We will also debit your payment card for any additional premium including administration fees that may arise from any alterations made to your policy.

Any refund of premium due as a result of changes made to your policy will be credited to your payment card within 3 working days.

### Payment by instalments

If you choose to pay by instalments you will enter into a credit agreement with AXA Insurance. Further details will be available if you select this payment option. Your deposit will be debited from your payment card immediately and will appear on your statement within 3 working days.

If you make any change to your policy that affects your premium, you will receive written notice of the changes to your payments.

You may change your payment method from instalments to payment in full at any point during the period of insurance.

If you fail to make your monthly payment(s) in full by the due date, we will seek to recover all monies and

- 1) may charge an administration fee for instalments rejected by your bank
- 2) terminate your instalment agreement with immediate effect
- 3) cancel your policy from the missed instalment date. You will not be entitled to any return premium where this happens
- 4) will apply an administration fee
- 5) refer details of your policy to our debt collection agencies that will seek to recover all monies on our behalf and may record the outstanding debt. We reserve the right to add an administration fee to the value of your debt to cover costs incurred.





## Reasonable care condition

You must take reasonable steps to

- 1) prevent or protect against injury, loss or damage
- 2) keep your premises, machinery, plant and equipment 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.

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



## Sanctions condition

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



## Subrogation (our rights) condition

We will be entitled to undertake in your name or on your behalf steps to enforce rights against any other party before or after payment is made by us.



## Third party rights condition

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

## Complaints

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 a 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 us. Telephone contact is often the most effective way to resolve complaints quickly.

### Contact Details

Policy complaint	
	<b>01204 815359</b> Lines open Monday to Friday 8am to 8pm, Saturday 9am to 2pm
	<a href="mailto:Commercial.complaints@axa-insurance.co.uk">Commercial.complaints@axa-insurance.co.uk</a>
	AXA Insurance Commercial complaints AXA House, 4 Parklands Lostock Bolton BL6 4SD

#### When you make contact please tell us the following information:

- Name and address and postcode, telephone number and e-mail address
- Your policy and/or claim number and the type of policy that you hold
- 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.

The Financial Ombudsman Service	
	<b>0800 023 4567* Or 0300 123 9123**</b>
	<b>020 7964 1001</b>
	email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> web site: <a href="http://www.financial-ombudsman.org.uk">http://www.financial-ombudsman.org.uk</a>
	The Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Telephone calls may be monitored or recorded

\*free for people phoning from a fixed line (for example, a landline at home)

\*\* free for mobile phone users paying a monthly charge for calls to numbers starting 01 or 02



## 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 continually improve our service

## Legal and tax advice or legal expenses complaints

If you have a complaint about the telephone legal or tax advice or Legal expenses services you should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd	
	<b>0344 770 9000</b>
	The Gatehouse, Lodge Park Lodge Lane Colchester Essex CO4 5NE

You can also refer to the Financial Ombudsman Service (FOS) as stated on page 10 of this Essential Information document if you cannot settle your complaint with Arc or before they have investigated the complaint if both parties have agree.

## Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy)

If you do not have access to the internet please contact us and we will send you a printed copy.

## Financial Services Compensation Scheme (FSCS)

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

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