



Common reasons for repudiation

# Theft with forced and violent entry or exit



**Making claims clear**





# Making claims clear.



At AXA, we want to make dealing with us simple and trouble free, so you can get back on your feet as soon as possible after a loss.

We know the last thing you need when you make a claim is to find any surprises in your policy conditions or get tied up in legal language.

We've put this guide together to help you understand the terms and conditions of your theft cover and what you need to show to make a valid claim.



## Theft with forced and violent entry or exit



Most commercial insurance policies have a condition that any theft must have been by forced and violent entry to, or exit from, the premises. This means you will need to provide evidence that forcible and violent means were used for your claim to be accepted.

### **What does forced and violent mean?**

The Financial Ombudsman Service has described it as an act that would cause physical damage. Force can be as simple as turning a key or pushing open a door. Violence is force accompanied by a violent physical act. For example, a broken window or door, or a lock that has been broken, might show forced and violent entry.





## Why is it a condition?



### Commercial property is often vulnerable to theft.

Retail premises are open to the public, while industrial sites may have many points of unsecured access during operational hours. This means there is a high risk of shoplifting or employee pilfering. To limit exposures and keep theft cover affordable for customers, insurers only cover claims when people break into or out of premises that are secured.

#### **What are premises?**

Normally the forced and violent entry or exit has to be to the premises. This means the main building or any other buildings such as outbuildings that are covered by your insurance. These will usually be specified in your policy.



# Minimum security and alarm standards

We may require you to have specific security protections and/or an alarm fitted. We'll let you know what security measures we require at the start of your policy. Make sure you understand them as failure to comply could mean that you won't be covered for theft, regardless of whether forced and violent entry or exit is used.

## Example

A business' main premises, as defined in their policy, are housed in a yard that is surrounded by a padlocked fence. The padlock is forced open and damaged during an attempted theft. Therefore there is clear evidence of forced and violent entry to the yard.

However, when the thieves are inside the yard, they find that the actual door to the premises has been left open. They make away with many thousands of pounds worth of goods. In this scenario, although there is forced and violent entry to the yard, the business is not covered for the losses as there was no violent entry to or exit from the building as the door was not locked, so minimum security standards were not met.





# Get in touch

If you have any questions about this document, please get in touch with your usual AXA contact or your insurance broker.







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