



Policy wording

# Professionals Insurance

April 2021

# Contents

---

Welcome to AXA	3
Your policy	3
Important phone numbers	4
Meanings of defined terms	5
Policy conditions	6

---

<b>Sections of cover</b>	
Public liability section	11
Personal accident section	21
Employers liability section	25
Business equipment section	31
Professional indemnity section	34
Legal expenses section	41

---

Making a complaint	58
--------------------	----

# Welcome to AXA

## Thank you for choosing AXA

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

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

## Your policy

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

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

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

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

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

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

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

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

## Making a claim

### All sections other than the legal expenses section

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 7 under the Claims notification condition and Claims procedures condition under Policy conditions.

### Legal expenses section only

For legal expenses claims please refer to the Legal expenses section of **your policy**.

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 58 of the **policy**.

# Important phone numbers



## Legal and tax advice\*

0330 024 5346

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



## 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 if connected to a potential claim.

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.

\* 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.

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

Telephone calls may be monitored and recorded.

# Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under each section.

## Business

Business, described in **your** schedule including

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired or rented by the business
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned, leased, hired or rented by the business
- 5 private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of business assets.

## Employed person

Anyone

- 1 under a contract of service or apprenticeship with **you**
- 2 who is
  - a employed by **you** or for **you** on a labour only basis
  - b self employed

c hired to **you** or borrowed by **you** from another employer

d a voluntary helper or taking part in a work experience or training scheme

and under **your** control or supervision.

## Excess

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

## Period of insurance

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

## Policy

Policy 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

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions:

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

## Cancellation condition

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

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

- 3 **You** may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance** less a short period premium surcharge of £50.

- 4 **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. 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.

**We** will only refund premium 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 during the **period of insurance** of any change

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

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

**We** do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy you** must

## Policy conditions *continued*

disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium of different terms or conditions of cover may be required by **us**.

### Claims notification condition

**You** must

- 1 as soon as practical
  - a give **us** notice of any circumstances which might lead to a claim under this **policy**
  - b give **us** all the information **we** request
- 2 immediately
  - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
  - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

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

### Claims procedures condition

- 1 **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.

- 2 At **your** expense **you** must provide **us** with
  - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b any assistance to enable **us** to settle or defend a claim
  - c details of any relevant other insurances.
- 3 **You** must not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
  - a access to premises
  - b to take possession of, or request delivery to **us** of any property insured.
- 5 **You** must not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

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

### Fair presentation of risk condition

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

## Policy conditions *continued*

- 1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium, or
- 2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or
- 3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
  - a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4 Where **we** elect to apply one of the above then

- a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
  - b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
  - c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal
- depending on when the failure to make a fair presentation occurs.

## Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

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

**we** will:

- a refuse to pay the claim;
- b declare the **policy** void, treating it as if it had never existed without any refund of premiums.

**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 **we** may charge an administration fee for instalments rejected by **your** bank. **We** have the right to cancel **your policy** for non-payment and may apply a short premium payment surcharge of £50.

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. If no claim has been made and insufficient payments have been made to cover the period for which insurance has been provided, payment for the unpaid portion of premium will remain due.

## Law applicable

**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**.

## Number of persons condition

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.

## Other insurance condition

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

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

## Reasonable care condition

**You** must take reasonable steps to

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

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, 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 United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, nor will **we** pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

## Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf

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

## Third party rights condition

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

# Public liability section

## Contents of this section

Meanings of defined terms	11
What is covered	13
Limit of cover	17
What is not covered	17

**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 5. 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.

## Public liability section *continued*

### 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.

### 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.

### Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

### 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.

## Public liability section *continued*

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

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

### Cross liabilities cover

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

### Data protection cover

**We** will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We** will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

### 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**.

## Public liability section *continued*

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

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

### Manslaughter costs cover

**We** will pay for **manslaughter costs** as a result of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** or any of the **additional persons insured** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or withdrawn, **we** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is likely to succeed and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** in connection with the proceedings.

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

**We** will not cover

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses insured by any other policy
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Personal liability cover

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

**1 bodily injury**

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

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

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

**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.

### 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** 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.

## x 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).

### Airside exclusion

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

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

### Asbestos exclusion

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

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

### Contractual liability exclusion

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

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

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

### Design and advice and treatment exclusion

We will not cover legal liability arising from

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

### 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 outside the **policy territories**, except in respect of temporary visits elsewhere, by persons ordinarily resident within the **policy territories**, where no manual work is involved.

### 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.

# Personal accident section

## Contents of this section

Meanings of defined terms	21
What is covered	22
What is not covered	22
Section conditions	24

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 5. 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, parasailing, 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.

### Inception

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

## 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.

## 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.

### 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 about 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 treatedin 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 of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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.



# Employers liability section

## Contents of this section

Meanings of defined terms	25
What is covered	26
Limit of cover	29
What is not covered	29
Section conditions	30

**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 5. 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.

## 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.

### 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 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.

## x What is not covered

### Foreign work exclusion

We will not cover legal liability arising outside the **policy territories**, except in respect of temporary visits elsewhere, by persons ordinarily resident within the **policy territories**, where no manual work is involved.

### 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.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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.

# Business equipment section

## Contents of this section

Meanings of defined terms	31
What is covered	32
What is not covered	32

**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 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### Damage

Loss, destruction or damage.

### Hacking

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

### Property insured

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

### Virus or similar mechanism

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

## ✓ What is covered

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

### Basis of settlement

We will pay **you** for the value of the **property insured** at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it and

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

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

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

### Financial interest cover

The financial interest of anyone with whom **you** have entered into a loan, lease or hire purchase agreement for any

item or part of the **property insured** is automatically noted and in the event of a claim **we** should be given details of the financial interest.

## x What is not covered

### Breakdown exclusion

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

### Date recognition exclusion

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

### Electronic equipment exclusion

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

### Excess exclusion

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



### Radioactive contamination exclusion

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

### Sonic bangs exclusion

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

### Terrorist act exclusion

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

### Unattended vehicle exclusion

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

### Unexplained losses

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

### War risk exclusion

We will not cover

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

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

### Wear and tear exclusion

We will not cover you for

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

# Professional indemnity section

## Contents of this section

Meanings of defined terms	34
What is covered	36
Limit of cover	36
What is not covered	37
Section conditions	40

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

## Important

This section operates on a claims made basis. This means that **we** will only provide cover as a result of **claims** or losses made against **you** and notified to **us** during the **period of insurance**.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### 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.

### Circumstances

Any incident, occurrence, fact, matter or act which **you** become aware of that may result in a loss or **claim** against **you**.

### Claim(s)

Any verbal or written demand, notice or communication

- 1 making a claim, counter claim, allegation, assertion or application for legal remedy

- 2 containing reference to, or serving notice of intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint 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** liability by law beyond that applicable in the absence of those terms.

### Defence costs

Costs and expenses incurred by **us**, or by **you** with **our** written permission, in connection with the investigation, defence or settlement of any **claim** against **you**, for which an award of damages is paid or may be payable under this section.

### Documents

Any documents, information or data, including computer systems records and electronic data, which are **your** property or are looked after by or deposited with **you** in the usual course of the **business** and which **you** are responsible for, excluding bearer bonds, coupons, bank or currency notes and negotiable instruments.

### 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.

### Limit of indemnity

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

### Pollution or contamination

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

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

### Professional business activity

The professional services undertaken by **you**, or on **your** behalf in connection with the **business** or by any person or partner **you** have succeeded in 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

### Civil liability cover

**We** will pay the amount of damages and claimants cost and expenses, if a **claim** is made as a result of civil liability in connection with the **professional business activity**, provided the **claim** is first made against **you** during the **period of insurance** and **we** are notified during the same **period of insurance** or within seven days after expiry.

### Defence costs cover

**We** will pay **defence costs** but **we** will not cover costs and expenses for any part of a **claim** not covered by this section.

### Documents cover

**We** will pay reasonable costs and expenses for replacing or restoring **documents**, up to a maximum of £50,000 during any one **period of insurance**, that have become lost or damaged in the conduct of the **professional business activity**.

**We** will only pay if loss or damage

- 1 occurs whilst the **documents** are in **your** custody or control, in transit or entrusted by **you** to another party
- 2 is discovered by **you** and notified to **us** during the **period of insurance**.

**We** will not cover **documents** which are stored on a computer system, unless these **documents** are duplicated on at least a daily basis with the intention that the duplicate can be used to restore the **documents**, in the event of loss or damage.

### Notification cover

**You** are required to notify **us** of any **claim** or **circumstances** as soon as possible. Any **claim** arising from **circumstances** notified during the **period of insurance** and which is later made against **you** after the expiry of the **period of insurance**, will be considered to have been made against **you** during the **period of insurance** in which **you** first told **us** of the **circumstances**.

### Limit of cover

The most **we** will pay as a result of damages and claimants costs and expenses, as a result of any one **claim** made against **you**, is the **limit of indemnity**.

All **claims** attributable to the same act, error or omission, or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

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

Any dishonesty or fraud, committed by a person or people acting together will be regarded as one **claim**.

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

As a result of any **claim(s)**, **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(s)**.

## x What is not covered

### Asbestos exclusion

We will not cover any **claim** 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**.

### Construction or installation exclusion

We will not cover any **claim** arising from the conduct of the **professional business activity** where **you** contract to undertake any construction, erection, installation or maintenance works, or manufacture or supply materials or equipment (other than project models or displays) in connection with such works.

### Contractual liability exclusion

We will not cover **contractual liability**.

### Controlling interest exclusion

We will not cover any **claim** arising from or brought by a firm, company or organisation

- 1 with a financial interest in **you**
- 2 in which any of **your** partners, directors or principals have a controlling interest unless a claim is brought against **you** by a source independent of such firm, company or organisation.

### Date recognition exclusion

We will not cover **you** for any **claim** arising out of the 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.

### Directors liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees as a result of a breach of their duties.

### Dishonesty or deliberate acts exclusion

We will not cover

- 1 any fraudulent or dishonest act or omission, committed or condoned by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to that person. We will not pay any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- 2 defamation, unless it can be shown that **you** acted in good faith, or **you** could not reasonably have known of or prevented a defamatory statement
- 3 any act, error or omission that **you** deliberately spitefully or recklessly commit, condone or ignore.

### Employment disputes exclusion

We will not cover any **claim** arising out of any kind of employment related dispute, or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective employee of **yours**.

### Excess exclusion

We will not cover the **excess** shown in **your** schedule. **You** will have to pay the **excess** shown as a result of each **claim**, except where the **claim** is solely under the **documents** cover. All **claims** attributable to the same act, error, or omission, or series of acts, errors or omissions as a result of or arising directly or indirectly from the same source or original cause will be regarded as one **claim**.

### Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of a court.

### Goods supplied exclusion

We will not cover any **claim** arising out of any goods or materials **you** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

### Injury exclusion

We will not cover liability arising out of **bodily injury**

- 1 to any **employed person**, in the course of their employment by **you**

- 2 directly caused to any person as a result of any physical, mental or cosmetic treatment provided by **you**
- 3 to any person in circumstances not mentioned above, unless arising directly from a breach of a duty of care in the **professional business activity**.

### Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency or bankruptcy (including any claim made by **your** liquidator, provisional liquidator or administrator).

### Internet activity exclusion

We will not cover any **claim** arising out of

- 1 the management of financial transactions
  - 2 obscene, blasphemous or pornographic material
- on the internet.

### Joint venture exclusion

We will not cover any **claim** arising from a partnership, venture or joint venture of which **you** are a member.

### North America claims exclusion

We will not cover any **claim** instituted or pursued

- 1 within the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada, or in which it is contended that the laws of the United States of America or Canada should apply

- 2 to enforce a judgment obtained in any Court of the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada.

#### **Pension and financial schemes exclusion**

**We** will not cover any **claim** arising from any fund, plan or scheme established or maintained to provide pension, trust or financial benefits to **you** or any employee of **yours**.

#### **Pollution, contamination and environmental exclusion**

**We** will not cover any **claim** directly or indirectly involving **pollution or contamination** or any environmental damage.

#### **Prior claims or circumstances exclusion**

**We** will not cover any **claim**, loss or any **claims circumstances**

- 1 notified under any other **policy** before the start of this section
- 2 known to **you** or for which **you** should have been aware, before the start of this section.

#### **Property damage exclusion**

**We** will not cover any **claim** for loss of or damage to property unless directly arising from a breach of a duty of care in the **professional business activity**.

#### **Property ownership exclusion**

**We** will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building, structure or any other property or goods, whether mobile or immobile.

#### **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.

#### **Retroactive cover exclusion**

**We** will not cover any **claim** arising from the provision of the **professional business activity**, caused by or due to an act, error or omission prior to the retroactive date shown in **your** schedule.

#### **Terrorist act exclusion**

**We** will not cover any **claim** directly or indirectly involving **terrorist act**.

#### **Trading losses exclusion**

**We** will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any business managed or carried on by **you**.

#### **Virus exclusion**

**We** will not cover any **claim** arising out of the transmission or receipt of a **virus or similar mechanism**.

### 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.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Special claims procedures condition

**You** must inform **us** as soon as possible within the **period of insurance** of

- 1 any **claim** or possible **claim** against **you**
- 2 the discovery of, or any reasonable suspicion that a person has acted dishonestly
- 3 the discovery of any loss of or damage to **documents**

### 4 claims or circumstances.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.



# Legal expenses section

## Contents of this section

Important information	41
Meanings of defined terms	42
What is covered	44
Limit of cover	47
What is not covered – A	47
What is not covered – B	50
Section conditions	51
Claims conditions	52

## Important information

### Legal advice

You can obtain telephone based legal advice on UK law by calling the AXA legal advice line on **0330 024 5346** quoting AXA Commercial.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any **claim** under this section. If **you** wish to make a **claim** **you** must contact the **administrator's** claims department (please refer to the Notification of claims condition in this section).

### Legal expenses claims notifications

If **you** need to notify a possible **claim** **you** should complete the online claim form at <https://informationcentre.arclegal.co.uk>.

Alternatively please call the claim line on **0330 024 8991**.

## Employment disputes

Your attention is drawn to the fact that **you** must have sought and followed all advice from the AXA legal advice line as to the procedure to be adopted in connection with Employment disputes and **you** have received specific authorisation prior to taking action. Please refer to the Employment dispute cover under the heading 'What is covered'.

## Acts of Parliament

All Acts of Parliament referred to in this section will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **policy territories**.

## Meanings of defined terms

**You** can find the meanings for words in bold blue on page 5. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## Administrator

Arc Legal Assistance Ltd administers and manages the legal expenses section of this **policy** on **our** behalf. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0845 606 1234.

## Any one claim

All **claim(s)** as a result of the same original cause, event or circumstance. For a **claim** under Tax and VAT investigation cover, an **HMRC investigation** into a later year's self-assessment return, where a previous year's self-assessment return is still subject to an open enquiry, will be deemed as any one claim.

## Appointed representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the **insured persons** in accordance with the terms of this section.

## Awards of compensation

Basic and compensatory awards and compensation for unlawful discrimination made against **you** by an employment tribunal or settlement of them, subject to the consent of the **administrator** but not including additional awards under the Employment Rights Act 1996, Protective awards under Trade Union and Labour Relations (Consolidation) Act 1992, Interim relief under the Employment Rights Act 1996, arrears of pay or awards of damages under the Equality Act 2010, or arising out of failure to comply with awards for reinstatement or re-engagement.

## Claim(s)

A claim under this section for **legal expenses, professional expenses or awards of compensation**.

### Contracting party

A person, firm or company within the **policy territories** with whom **you** have a direct contractual relationship.

### Data protection legislation

The relevant data protection legislation in force in the United Kingdom at the time of a **claim**.

### Debt collection service

The debt collection service nominated by the **administrator**.

### Due date

The date monies owed to **you** first become due and payable.

### Employee(s)

Any person under a contract of service with **you**.

### Injury

Physical bodily injury or death.

### Insured persons

**You** and at **your** request, any of **your employee(s)** including a director or partner, conditional on the same **appointed representative** acting for all. Where **you** are charged under the Corporate Manslaughter and Corporate Homicide Act 2007 **you** may not request any of **your employee(s)** including a director or partner to be included as an insured person.

### HMRC investigations

#### 1 Business self-assessment full enquiry

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all of **your** business books and records and issues a formal notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or under paragraph 24(1) Schedule 18 Finance Act 1998.

#### 2 Employer compliance dispute

The enquiries which take place following an expression of dissatisfaction with **your** PAYE or National Insurance Contributions affairs, following an employer compliance visit by HMRC or following an expression of dissatisfaction with **your** P11Ds or P9Ds.

#### 3 Business self-assessment aspect enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under paragraph 24(1) Schedule 18 Finance Act 1998 or Section 9A or Section 12AC of the Taxes Management Act 1970 in order to make an aspect enquiry into certain boxes on **your** self-assessment return.

### Legal expenses

#### 1 Fees

- a any professional fees, expenses and other disbursements reasonably incurred by the **appointed representative** with the consent of the **administrator**

- b any costs incurred by other parties where the **insured persons** have been held liable in court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with the consent of the **administrator**, but excluding any costs which the **insured persons** may be ordered to pay by a court of criminal jurisdiction.

2 Witness attendance allowance

The amount of money per day **you** are liable to pay an **employee** where they are required by the **appointed representative** to attend as a witness at a court or tribunal hearing. Indemnity is limited to £100 per day and a maximum of £1,000 in **any one claim**.

### Legal proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **policy territories**.

### Professional expenses

Any fees or expenses reasonably incurred by the **appointed representative** with the consent of the **administrator** but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

### Property

Land or buildings owned or occupied by **you** or for which **you** are legally responsible.

### Statutory licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to **you**, provided that the licence or certificate is necessary to engage in **your business**.

### 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.

### VAT disputes

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HMRC into **your** Value Added Tax return or any related Value Added Tax default surcharges and misdeclaration penalties.

## ✓ What is covered

We will only pay the **insured persons** for **claim(s)** where the dispute, **legal proceedings** and **HMRC investigation** are within the **policy territories** and is in connection with activities within the scope of **your business**. This is a 'claims made' section of the **policy**. It only pays **claim(s)** notified to the **administrator** during the **period of insurance**.

## Legal expenses section *continued*

### Contract disputes cover

**We** agree to pay **you** for **legal expenses** incurred in the pursuit or defence of any dispute or **legal proceedings** made by or brought against you in a contractual dispute with a **contracting party** over a contract for the sale of goods, the hire of goods or a contract for the supply of a service within the meaning of the Sale of Goods Act 1979, or the Supply of Goods and Services Act 1982 provided that

- 1** **legal expenses** incurred in the pursuit of any dispute or **legal proceedings** is limited to 75% of the amount in dispute
- 2** **we** will not be liable to provide indemnity unless the amount in dispute between **you** and the **contracting party**, to which indemnity applies exceeds £500
- 3** where the dispute relates to monies owed to **you** and liability is not contested and **you** refer the debt to the **debt collection service**, within 30 days of the **due date**; this will be paid for by **you** and not covered by **us**. If the **debt collection service** exhausts its normal recovery procedure and recommends to the **administrator** that **legal proceedings** are necessary, **you** must immediately notify a **claim** under this section.

### Criminal prosecution cover

**We** agree to pay the **insured persons** **legal expenses** incurred in

- 1** defending a prosecution against the **insured persons** in a court of criminal jurisdiction

- 2** an appeal by the **insured persons** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

### Data protection cover

**We** agree to pay **you** for **legal expenses** incurred in an appeal by **you**, against a refusal of an application for registration or alteration of registered particulars, or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice.

### Employment disputes cover

**We** agree to pay **you** for **legal expenses** and **awards of compensation** incurred by **you** in defending **legal proceedings** brought against **you** by an **employee**, **ex-employee** or prospective **employee** in respect of their contract of employment with **you** or a breach of employment related legislation.

**We** have the right to refuse to pay **your claim** if **you** do not seek and follow all advice from the AXA legal advice line as to the procedure to be adopted and have received specific authorisation from the AXA legal advice line

- 1** prior to carrying out any disciplinary procedure, action or suspension of an **employee**
- 2** prior to dismissal of an **employee**
- 3** prior to notifying an **employee** of their intended retirement date or retiring an **employee**

## Legal expenses section *continued*

- 4 prior to instituting a redundancy programme and prior to making an **employee** redundant
- 5 upon formal or informal notification of a grievance from an **employee** or ex-**employee**
- 6 upon formal or informal notification of a complaint relating to discrimination, victimisation or harassment because of age, civil partnership, pregnancy/ maternity, race, religion or belief, sex or sexual orientation
- 7 prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours, time or place worked, demotion or deduction from or reduction in an **employee's** remuneration)
- 8 immediately an **employee** walks out, with or without written notice
- 9 upon receipt of an appeal from an **employee** or ex-**employee**, against a decision taken as a result of a disciplinary or grievance procedure, retirement procedure or a decision to dismiss.

### Personal injury cover

We agree to pay the **insured persons** against **legal expenses** incurred in the pursuit of any dispute or **legal proceedings** for **injury** to the **insured persons**.

### Property disputes cover

We agree to pay **you** for **legal expenses** incurred in any dispute or **legal proceedings** made by or brought against **you**

- 1 over the physical possession of the **property**, provided that all statutory and contractual notices have been correctly served by **you**
- 2 over the terms of a tenancy agreement between **you** and a **contracting party** relating to the use or maintenance of the **property** including dilapidations
- 3 over the actual or alleged negligence, damage or nuisance to the **property** other than with a tenant, provided that **you** will suffer financial loss if **you** fail to pursue or defend the dispute or **legal proceedings**.

### Statutory licence cover

We agree to pay **you** for **legal expenses** incurred in an appeal by **you**, against the suspension, revocation, imposed alteration of or refusal to renew a **statutory licence**.

### Tax protection cover

#### 1 HMRC investigations

We agree to pay **you** for **professional expenses** incurred in representing **you** at an **HMRC investigation**, including representation at a First-tier Tribunal, Upper Tribunal and at an appeal against a decision following such a tribunal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

## 2 VAT disputes

We agree to pay **you** for **professional expenses** incurred in representing **you** in a **VAT dispute** for the local review procedure in order to reach agreement with HMRC, a First-tier Tribunal Upper Tribunal or VAT Tribunal, including an appeal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

### Employee civil legal defence cover

We agree to pay **your employees legal expenses** to defend their legal rights if an incident arising from their work as an **employee** leads to **legal proceedings** being issued against them

- 1 Under legislation for unlawful discrimination
- 2 As trustee of a pension fund set up for the benefit of **your employees**.

### Criminal pre-proceedings prosecution defence

We agree to pay **legal expenses** to defend **your** legal rights prior to the issue of **legal proceedings** when dealing with the Police, Health & Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that **you** have, or may have committed a criminal offence.

### False imprisonment

We agree to pay **legal expenses** incurred by **you** to defend **legal proceedings** brought against **you** arising from allegations of false imprisonment.

## Statutory notice

We will pay **legal expenses** to represent the **insured persons** appealing against the imposition or terms of Statutory Notice issued under legislation affecting **your business**.

## Limit of cover

The most **we** will pay under this section are the limits shown in **your** schedule for

- 1 **any one claim**
- 2 all **claim(s)** notified during the **period of insurance**.

## x What is not covered – A

### Contract dispute exclusions

We will not cover **you** for **claims** arising out of or in connection with

- 1 contracts that provide or arrange credit, insurance, securities or guarantees
- 2 contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment
- 3 franchise contracts
- 4 contracts governed by or alleged to be governed by the Consumer Credit Act 1974
- 5 contracts of employment
- 6 contracts for the use of **property**.

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

### Criminal prosecution exclusions

We will not cover the **insured persons** for **claim(s)** arising out of or in connection with

- 1 any prosecution relating to or arising from investigations by HMRC
- 2 any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate Manslaughter and Corporate Homicide Act 2007
- 3 any prosecution for criminal damage
- 4 any prosecution alleging dishonesty
- 5 any prosecution for non-endorsable road traffic offences, except tachograph prosecutions and weight prosecutions
- 6 an allegation of speeding or driving whilst under the influence of alcohol or drugs
- 7 failure to insure a motor vehicle as required by law.

### Employment dispute exclusion

We will not cover **you** for

- 1 any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements
- 2 any redundancy payment or any money due or properly payable, arising under or from a contract of employment, service agreement or related document to or from any related, implied or incorporated terms of a contract of service.

### Property disputes exclusions

We will not cover **you** for any **claim** arising out of or in connection with

- 1 the payment or non-payment or review of any tax, rent or service charge
- 2 a dispute relating to planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any government, public or local authority
- 3 any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **property** whether or not the purchase is completed
- 4 any dispute where **you** have failed to maintain in full force and effect during the tenancy agreement, buildings insurance covering the standard range of perils if **you** were contractually obligated to have insurance in force
- 5 a dispute over subsidence or heave however caused
- 6 a contract dispute, other than where the contract is a tenancy agreement with a **contracting party**.

### Statutory licence exclusions

We will not cover **you** for any **claim** arising out of or in connection with

- 1 any disciplinary or internal procedures conducted by authorities charged with **your** regulation in the performance of **your business** or for any appeal following these procedures



## Legal expenses section *continued*

- 2 an alteration or refusal to renew a **statutory licence** which is imposed by an Act of Parliament
- 3 any costs incurred to comply with a notice or order.

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

### Tax protection exclusions

We will not cover **you** for

- 1 technical or routine treatment of matters not connected with or under an expression of dissatisfaction with **your** affairs
- 2 the defence of any criminal prosecution
- 3 taxation proceedings which arise out of negligent misstatements or omissions made by **you** or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- 4 any **HMRC investigation** which results solely from investigation of earlier accounts or records
- 5 any **claim** where the Tax Return is submitted outside the statutory time limits or in a penalty position
- 6 the preparation or correction of Self-Assessment Returns, Accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns
- 7 any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HMRC Specialist investigations, Civil investigations or Fraud and Criminal investigations Sections. Also Code of Practice 8 and 9 cases
- 8 an enquiry into the validity of a **claim** for Working Tax Credit or a dispute concerning the payment of the Working Tax Credits by an employer
- 9 any dispute in connection with the payment of the National Minimum Wage
- 10 a dispute or enquiry in respect of IR35 legislation
- 11 any **claim** made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items
- 12 an investigation under a voluntary disclosure made to HMRC for omitted tax National Insurance Contributions or VAT liabilities which become due as a result of **your** deliberate act
- 13 an investigation by HMRC into a tax planning arrangement, where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

**Criminal pre-proceedings prosecution defence exclusions**

We will not cover **you** for

- 1 infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- 2 incidents dealt with by the Health and Safety Executive under the Fee for Intervention (FFI) cost recovery schemes under the Health and Safety (Fees) Regulations 2012.

**False imprisonment exclusions**

We will not cover **you** for **claims** by or against or on behalf of an **employee** or ex-**employee** or any other person working or contracting for **you**.

**X What is not covered – B**

The following exclusions apply to all or parts of the cover under this section.

We will not cover the **insured persons** for

- 1 defending civil **legal proceedings** for
  - a **injury** or disease including psychiatric injury and stress
  - b loss, destruction or damage of or to property
  - c alleged breach of any professional duty
  - d any tortious liability (other than as specified in the Property disputes cover)
- 2 any dispute, **legal proceedings** or **HMRC investigation** made, brought or started outside the **policy territories**

- 3 **legal expenses** or **professional expenses** incurred without the prior written consent of the **administrator** or in excess of the **administrator's** consent
- 4 **awards of compensation** where the **administrator's** consent to incur **legal expenses** has not been granted or has been withdrawn
- 5 any **claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at the start of this section, and which has or which **you** knew or ought reasonably to have known, may give rise to a dispute, **legal proceedings** or **HMRC investigation** by or against **you**
- 6 fines or other penalties imposed by a court or tribunal
- 7 any dispute, **legal proceedings** or **HMRC investigation** for which **you** are, or would be but for the existence of this section, entitled to indemnity under any insurance whether a **legal expenses** insurance or not, or under a legal aid certificate or representation order
- 8 any **claim** arising out of the **insured persons'** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent **claim(s)**, disputes, **legal proceedings** or **HMRC investigations**
- 9 any dispute or **legal proceedings** with government or local authority departments concerning the imposition of statutory charges

## Legal expenses section *continued*

- 10 disputes or **legal proceedings** between **you** or with any parent company, subsidiary company or associated company or partner
- 11 any dispute between the **insured persons** and the **administrator, us**, the **appointed representative** or **your** insurance broker
- 12
  - a any dispute or **legal proceedings** arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not
  - b any dispute or **legal proceedings** arising out of the ownership or existence of any intellectual property rights
- 13 any dispute or **legal proceedings** arising out of or in connection with actual or alleged defamation or false statement
- 14 any **legal expenses** or **professional expenses** incurred in respect of or in connection with a judicial review
- 15 appeals arising out of **legal proceedings** or **HMRC investigations** where the **administrator's** consent has not been granted
- 16 any **claim**, legal liability or any loss or damage to **property** directly or indirectly caused by or contributed to by any kind of pollution or contamination
- 17 any **legal expenses** or **professional expenses** which the **insured persons** should or would have had to incur irrespective of any dispute

- 18 any dispute or **legal proceedings** arising out of or in connection with a **terrorist act**

## Section conditions

These conditions of cover apply only to this section. If **you** do not comply with a condition **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**.

### Arbitration condition

Any dispute between **us** and the **insured persons** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties, or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of arbitration will be determined by the arbitrator.

### Data protection condition

**You** agree that any information provided to **us** regarding the **insured persons**, will be processed by **us** or the **administrator** in compliance with the provisions of **data protection legislation** for the purposes of providing insurance and handling **claim(s)**, if any, which may necessitate providing such information to third parties.

### Reasonable precautions condition

The **insured persons** must take all reasonable precautions to avoid and prevent **claim(s)**, **HMRC investigations**, **legal proceedings** and disputes. The **insured persons** must make every effort and take all reasonable measures to minimise the cost and effect of any **claim**.

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

### Undisputed debts condition

An undisputed debt must be referred to the **debt collection service** within 30 days after the date the invoice was due for payment. The **debt collection service** is provided by a debt collection organisation which is not part of the **administrator**, but it can be accessed by telephoning the AXA legal advice line and asking to be transferred.

The use of the **debt collection service** is at **your** own cost. The fee charged by the **debt collection service** is a percentage of the amount of the debt recovered from the debtor. This **policy** does not cover this fee.

If the **debt collection service** recommends **legal proceedings** against the debtor to recover the debt, **you** must immediately submit a **claim** under the Contract disputes cover. **You** should contact the **administrator's** claims department for a claim form.

If at any time an undisputed debt referred to the **debt collection service** becomes disputed, **you** must contact the **administrator's** claims department.

### Your insolvency and liquidation condition

If **you** become insolvent or are placed in liquidation, receivership, administration, bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for the purpose, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent.

## Claims conditions

### Administrator's consent condition

**You** must obtain the **administrator's** consent in writing to incur **legal expenses** or **professional expenses**. This consent will be given by the **administrator** on **our** behalf, if the **insured persons** can satisfy the **administrator** that

- 1 it is reasonable to incur **legal expenses** or **professional expenses** having regard to the proportionality between the remedy claimed and the **legal expenses** or **professional expenses** to be incurred and
- 2
  - a where the **insured persons** are pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought, or
  - b where the **insured persons** are defending there are reasonable prospects of defending the **claim**, or

## Legal expenses section *continued*

- c for a criminal prosecution and where the **insured persons** plead guilty, there is a reasonable prospect of a significant mitigation of the **insured persons'** sentence or fine.

If during the course of a **claim** the **insured persons** cease to satisfy the **administrator** in respect of **1** or **2** above, indemnity will be withdrawn in respect of **legal expenses** and **professional expenses** and **awards of compensation**. The decision to grant consent or to withhold it will be taken on receipt of

- 1** a fully completed claim form
- 2** the information and documentation the **administrator** reasonably requests
- 3** a legal opinion from the **appointed representative** as to **1** and **2** above
- 4** any advice the **administrator** deems necessary to take.

With the **insured persons'** agreement, the **administrator** may provide assistance in settling disputes. These costs will be covered under this section subject to payment of the **excess** within the limits of **our** liability.

At its discretion, the **administrator** may require the **insured persons** to obtain an opinion from Counsel at the **insured persons'** expense, as to the merits of the **claim**. This opinion will cover the same issues that the **administrator** has in assessing the merits of any legal action.

If based upon such opinion the **administrator** is satisfied in respect of **1** and **2** above, the **legal expenses** and **professional expenses** in obtaining that opinion, will be paid by **us** within the limits of **our** liability.

In granting **our** consent, **we** agree to provide the **insured persons** indemnity subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid. In particular **legal expenses** or **professional expenses** beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the indemnity provided by this section. The **administrator** reserves the right to limit its consent by time or financial amount of **legal expenses** or **professional expenses** and or stage of **legal proceedings**, to allow for a review of their continued consent.

If after consent has been granted it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent. **We** will be entitled to recover any **legal expenses**, **professional expenses** and **awards of compensation** previously paid.

If the **insured persons** elect to proceed with the pursuit or defence of a dispute or **legal proceedings** where

the **administrator's** consent has been refused through lack of reasonable prospects, as required in **2a** and **b** above, and the **insured persons** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

If **you** do not comply with this condition **you** will not be covered and **we** will not make payment in respect of a **claim**.

### Appeal procedure condition

If, following **legal proceedings** to which the **administrator** has consented, the **insured persons** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **administrator** through the **appointed representative** immediately or as soon as practical, so that the **administrator** may consider whether to consent to further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in the **insured persons'** favour following **legal proceedings** where the **administrator** has consented, the **insured persons** must notify the **administrator** immediately in order that cover continues. The **administrator** will inform the **appointed representative** of its decision and the **insured persons** must co-operate in an appeal against the judgment or decision of a court or tribunal.

### Disclosure condition

It is a condition of cover that

- 1 the **insured persons** must give the **appointed representative** and the **administrator** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured persons'** possession. The **insured persons** must provide or obtain all documents as necessary and attend meetings or conferences as requested.
- 2 the **administrator** is entitled to receive from the **appointed representative** and the **insured persons** any information, document or advice in connection with any **claim** and the subject matter of any **claim** even if privileged. In addition, the **insured persons** must instruct the **appointed representative** to provide the **administrator** with regular updates on the progress of the subject matter of any **claim** and inform the **administrator** as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the **administrator's** consent. On request, the **insured persons** will give to the **appointed representative** any instructions necessary to secure the required access.

Indemnity may be withdrawn if the **insured persons** fail to co-operate at all times or within a reasonable time, with the **administrator's** or the **appointed representative's** requests. If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a **claim**.

### Instruction and choice of appointed representative and Counsel condition

The **administrator** will choose an **appointed representative** to act on the **insured persons'** behalf in any **claim** under Employment dispute cover or Tax protection cover.

In all other **claims**, the **administrator** will choose the **appointed representative** subject to the **excess** unless there is a conflict of interest between the **insured person(s)** and the **administrator**, or once **legal proceedings** are issued, when **you** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured person(s)** in any **claim** to which the **administrator** has consented. In **legal proceedings** where the **administrator** has consented to **your** choice of **appointed representative**, **you** are responsible for paying the first £1,000 of any one **claim**.

The name and address of the **appointed representative you** propose to instruct must be notified to the **administrator** in writing. The proposed **appointed representative** will enable the **insured person(s)** to comply with the terms and conditions of the **policy** and will be appointed to act for the **insured person(s)** in line with the **administrator's** standard conditions of appointment. Any professional expenses or legal expenses charged by the **insured person(s)** proposed **appointed representative** in excess that would normally be incurred in using a specialist panel solicitor will be the responsibility of the **insured person(s)**.

A dispute arising from **your** choice may be referred to arbitration in accordance with Arbitration condition.

The **insured person(s)** must not, without the written consent of the **administrator**, enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**.

In selecting the **appointed representative** the **insured person(s)** have a duty to minimise the cost of any **claim**.

In all cases the **appointed representative** will be appointed in the name of and on behalf of the **insured person(s)**.

If in the course of any **claim** the **appointed representative** wishes to instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **administrator** for consent to the proposed instruction, which will not be unreasonably withheld.

### Notification of claims condition

**You** must notify the **administrator** in writing during the **period of insurance** as soon as the **insured persons** are aware of any cause, event or circumstance which has given or may give rise to a **claim**, dispute, **legal proceedings** or **HMRC investigation** involving the **insured persons**. Where notification has been given, **we** agree to treat any subsequent **claim** for the cause, event or circumstance notified as though the **claim** had been notified during the **period of insurance**.

If **you** need to notify a possible **claim**, **you** should complete the online claim form at <https://informationcentre.arcllegal.co.uk>. Alternatively please call the AXA legal advice line and they will email or post a claim form to **you**.

All notices and communications from **us** or **our** representatives to **you**, will be sent to **your** address that was last declared to the **administrator** or, in relation to any matters arising out of any **claim**, if sent to the **appointed representative**.

All notices and communications from the **insured persons** or the **appointed representative** to **us** will be sent to the **administrator**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a **claim**.

### Offer of settlement condition

The **insured persons** must inform the **administrator** in writing as soon as an offer to settle is received or the **insured persons** propose to make an offer of settlement. In any settlement, the **insured persons** must consider the **legal expenses, professional expenses or awards of compensation** incurred or likely to be incurred and their recovery.

No indemnity will be provided if the **insured persons** enter into any agreement to settle without the prior written consent of the **administrator** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses or professional expenses or awards of compensation** previously paid. If the **insured persons** unreasonably

reject an offer of settlement, which the **administrator** recommends acceptance of or makes an offer which the **administrator** does not agree with, no further indemnity will be provided.

**We** may at **our** absolute discretion decide to pay the **insured persons** the amount of damages that the **insured persons** are claiming or are being claimed against the **insured persons**, instead of indemnifying the **insured persons** for **legal expenses, professional expenses or awards of compensation**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses, professional expenses or awards of compensation**. **We** may also require the **insured persons** to make an offer to pay an **award of compensation** to an **employee** or **ex-employee** or prospective **employee** provided **we** agree to pay the **award of compensation**. If the **insured persons** fail to make the offer **we** will cease to be liable for any further **legal expenses or award of compensation**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a **claim**.

### Payment of legal expenses, professional expenses and awards of compensation condition

All bills for **legal expenses or professional expenses** which the **insured persons** receive from the **appointed representative** should be forwarded to the **administrator** without delay. If the **administrator** requests, the **insured persons** must ask the **appointed representative** to submit the bill of costs for assessment or certification



## Legal expenses section *continued*

by the appropriate Law Society, court or tribunal. The **insured persons** are responsible for payment of all **legal expenses** or **professional expenses** or **awards of compensation**. We may settle these direct if requested to do so by the **insured persons**. The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid.

### Recovery of costs condition

Whenever the **insured persons** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **us**. The **insured persons** and the **insured persons' appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the **insured persons** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **us**. Where such a settlement is paid in instalments all costs will be paid to **us** first.

### Value Added Tax condition

If **you** are registered for VAT, **we** will not pay the VAT element of any **legal expenses** or **professional expenses**.

# 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 complaints:



AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

### All claims complaints:



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 email 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.

## Making a complaint *continued*

**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



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



Telephone:  
**0800 023 4567\***  
or **0300 123 9123\*\***

Fax: **020 7964 1001**



Email: **complaint.info@  
financial-ombudsman.  
org.uk**

Website:  
**www.financial-  
ombudsman.org.uk**

- 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](http://www.fscs.org.uk)).

## Our promise to you

**We** will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.

\* 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

## Legal and tax advice or emergency helplines or Legal expenses services complaints

if **you** have a complaint about the legal and tax or emergency helplines or Legal expenses services **you** should contact Arc Legal Assistance Ltd.

### Arc Legal Assistance Ltd



The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE



Telephone:  
**01206 615000**

**You** can also refer to the Financial Ombudsman Service (FOS) as stated on page 58 if **you** cannot settle **your** complaint with Arc or before they have investigated the complaint if both parties agree. Arc are also covered by the Financial Services Compensation Scheme (FSCS).

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

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

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