Policy wording

Building Contracts Non-negligent Insurance

January 2025

Contents

Welcome to AXA

Thank you for choosing 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 broker.

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.

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

The policy wording, schedule and any endorsements must be read together.

Throughout **your 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 to help **you** understand the cover provided. The headings do not form part of the contract.

To help **you** understand the cover provided **we** have added **What is covered** and **What is not covered**.

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

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

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered.

You must then follow the **Claims notification condition** and **Claims procedures condition** within the **Policy conditions**.

Please contact **your** insurance broker who will help **us** deal with **your** claim.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read the **Making a complaint** section.

Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at **www.axa.co.uk/privacy-policy**.

If **you** do not have access to the internet, please contact **us** or your insurance broker and **we** will send **you** a printed copy.

Important phone numbers

AXA claims telephone helpline **0345 600 2715/6**

For all claims

Legal and tax advice* **0330 024 5346**

You can use this Legal helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **policy territories** and during the **period of insurance**. Please quote AXA Commercial when **you** call.

* This helpline is provided by Arc Legal Assistance Ltd and may be serviced by a third party under their management. Arc Legal Assistance Ltd make no additional charge for providing this service.
Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.

Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

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** become legally liable to pay
2. incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
   a. any coroner's inquest or fatal accident inquiry
   b. summary court proceedings.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Contract site

The site address shown in the schedule.

Contractor

The party named as The Contractor in the schedule.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Defects period

The maintenance period specified in the contract for the **works** shown in **your** schedule.

Employed person

1. Anyone under a contract of service or apprenticeship with **you**.
2. Anyone who is
   a. employed by **you** or on **your** behalf on a labour only basis
   b. self employed
   c. hired to **you** or borrowed by **you** from another employer
   d. a voluntary helper or taking part in a work experience or training scheme
   e. a driver or operator of hired-in plant
   f. an outworker or homeworker

- g a prospective employee who is being assessed by **you** as to their suitability for employment
- h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

Employer

The party named as The Employer in the schedule.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Excess

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

Insured peril

Collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water.

Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule inclusive of any **defects period**.

Policy

The policy wording and schedule and any endorsements attached or issued.

Policy territories

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

Pollutants

Any solid, liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

Schedule of dilapidations

A factual record of the condition of a property with descriptions and photographs.

Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

We/us/our

AXA Insurance UK plc.

Works

The permanent or temporary works including materials, executed or to be executed by **you** or on **your** behalf at the **contract site** for the period during which **you** are responsible under contract conditions.

You/your/yours/yourself

Person, persons, firm, company or organisation named in your schedule as The Employer and The Contractor.

Building contracts non-negligent insurance

✓ What is covered

We will cover you under the terms of

1. Clause 6.5.1 of the Joint Contracts Tribunal Conditions of contract or any subsequent amendment or replacement, or
2. the equivalent clause in other contract conditions

in respect of any expense, liability, loss, claim or proceedings which the employer may incur or sustain as the result of

a. bodily injury
b. damage to any property

occurring during the period of insurance and caused by an insured peril arising out of, in the course of or due to the carrying out of the works at the contract site.

Limit of Indemnity

1. The limit of indemnity shown in your schedule is the most we will pay for all damages arising from one event.
2. The amount payable by us in total, on behalf of all parties entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in your schedule.
3. We will pay **Claim costs cover** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
4. If an action for damages is started or brought in the United States of America or Canada, we will not pay more than the limit of indemnity shown in your schedule, for the total of all damages and **Claim costs cover** arising from the action.
5. We may at any time pay
   a. the limit of indemnity applicable to the claim or claims, after deducting any amounts already paid, or
   b. any lesser amount for which a settlement can be made.

   We will not then be liable to make any further payment in respect of the claim or claims. If we have agreed to pay **Claim costs cover** in addition to the limit of indemnity, we will pay the costs incurred before the date of the claim payment.

Claim costs cover

We will cover claim costs in connection with a claim for which an award of damages is paid or may be payable under this policy. We will not pay claim costs for any part of a claim not covered by this policy.

✗ What is not covered

Asbestos exclusion

We will not cover claims caused by or arising from

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.

Contractors negligence exclusion

We will not cover claims caused by or arising from the negligence, breach of statutory duty, omission or default of

1. the contractor, their agents or any employed person
2. any sub-contractor, their employees or agents.

Contractual liability exclusion

We will not cover claims

1. where the terms of any contract or agreement prevent us from taking over the full defence or settlement of any claim
2. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Cyber and data exclusion

We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

a for **bodily injury**

b for physical damage to property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident.**

Damage to works exclusion

We will not cover claims for loss of or damage to **works** or any plant, tools, equipment, temporary buildings or any other property used or to be used in connection with the **works**.

Defective design exclusion

We will not cover claims caused by or arising from errors or omissions in the designing of the **works**.

Deliberate act exclusion

We will not cover claims caused by or arising from any deliberate act, error or omission

a where the results are intended or expected, or are reasonably foreseeable by **you**

b by anyone other than **you**, so far as cover is requested for their own liability.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment by **you**.

Employers' responsibility exclusion

We will not cover claims that are the sole responsibility of the **employer** to insure under the terms of the contract.

Excess exclusion

The **excess** shown in **your** schedule will apply to each **event**.

Inevitable damage exclusion

We will not cover claims that could be reasonably foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.

Pollution exclusion

We will not cover claims caused by or arising from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, unless as a result of a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories.**

All **bodily injury** or damage to property arising from the release or escape of **pollutants** will be considered as having occurred at the time of the **sudden incident**.

Pressure waves exclusion

We will not cover claims caused by or arising from pressure waves caused by aircraft or other aerial devices.

Radioactive contamination exclusion

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

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

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 had 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.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not be covered and **we** will not pay **your** 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 these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Cancellation condition

1 **You** may cancel **your policy** within 14 days of receiving your **policy** if for any reason **you** are dissatisfied or the policy does not meet **your** requirements. **Your policy** will be cancelled from the start date of **your policy** and no cover will have been provided. **We** will refund all of **your** premium less a deduction for any costs incurred by **us** in having a survey undertaken at the **contract site**.

2 **You** may cancel **your policy** at any time if the **contract site** is sold or the **employer** ceases trading.

3 **We** can cancel **your policy**

  a if **you** fail to make payment; or

  b at any time by giving 30 days' written notice to the **employer** at their last known address or to the **contract site**.

Where **your** policy is cancelled in accordance with provisions **2** or **3**, **we** will not refund any of **your** premium.

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

We do not have to agree to extend **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 **works**

2 in the person, firm, company or organisation named in **your** schedule as The Employer or The Contractor

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**.

If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

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 **we** accept any variation to **your policy**, an increase in premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

1 as soon as practical

  a give **us** notice of any circumstances which might lead to a claim under **your 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 **your** policy.

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 injury, loss or damage 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 other relevant insurances.
3. **You** must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without **our** written consent.
4. Following a claim **you** must allow **us** or anyone authorised by **us** access to the **contract site.**
5. **You** must not abandon any property to **us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.
7. **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.
8. **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

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** and if any variation is required during the **period of insurance**. If **you** do not comply with this condition then

1. if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, 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

   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 c **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation

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** knowingly

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

we may take one or more of the following actions

a refuse to pay the claim
b recover any sums **we** have already paid to **you** in relation to the claim
c cancel the **policy** from the date of the fraudulent act without any refund of premiums
d make **your policy** void and keep the premium
e share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website **www.theifr.org.uk**

Instalments condition

If **you** fail to pay a premium instalment, this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

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

Law applicable condition

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

Other insurance condition

If a claim is made under **your 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 any amount beyond that which is or would be payable under the other insurance policy.

Party wall condition

You must undertake a **schedule of dilapidations** in respect of any **works** which comprise of a party wall or structure as defined by the Party Wall Act 1996 or any subsequent amendment in legislation, before commencing any work.

If **you** are unable to fulfil this obligation **you** must advise **us** before **works** commence.

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

Reasonable care condition

You must take reasonable steps to

1 prevent or protect against injury, loss or damage
2 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your contract site** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within the period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of this **policy**.

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, or 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 and the sanction laws of other territories to the extent they are applicable.

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

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

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 **your** insurance broker 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:

Telephone: **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 broker (if applicable)
- The reason for **your** complaint.

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

Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final 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.

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****

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

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

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

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

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate your complaint quickly and thoroughly.
- Keep you informed of progress of your complaint.
- Do everything possible to resolve your complaint.
- Learn from our mistakes.
- Use the information from complaints to continuously improve our service.

Telephone calls may be recorded and monitored.

Financial Services Compensation Scheme (FSCS)

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

Legal and tax advice complaints

Arc Legal Assistance Ltd aim to get it right, first time, every time. If Arc Legal Assistance Ltd make a mistake, they will try to put it right straight away.

If you are unhappy with the service that has been provided, you should contact Arc Legal Assistance Ltd at the address below.

Arc Legal Assistance Ltd will always confirm to you, within five working days, that they have received your complaint.

Within four weeks you will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when you will receive a final response.

Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if you are unhappy with the delay, you may refer your complaint to the Financial Ombudsman Service (FOS).

Arc Legal Assistance Ltd

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Telephone: **01206 615000**

Email: **customerservice@arclegal.co.uk**

You can also refer to the FOS if you cannot settle your complaint with Arc Legal Assistance Ltd or before they have investigated the complaint if both parties agree.

Compensation

Arc Legal Assistance Ltd is covered by the Financial Services Compensation Scheme (FSCS). If they fail to carry out their responsibilities under this section of the policy, you may be entitled to compensation from the FSCS.

Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

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This document is available in other formats.

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

www.axa.co.uk