



Policy wording

Construction Project Policy

October 2025

General introduction section

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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 broker.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply in addition to the **General introduction section** are shown under **Your cover summary** which is in the schedule. **Your cover summary** contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply, **Your cover summary** will state that it is 'not insured' and this section will not be included within **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 cover for which **we** have accepted **your** premium. The policy wording, schedule and any endorsements must be read together.

Your policy is not renewable and will come to an end on the expiry date shown in **your** schedule. The **period of insurance** may be extended provided **we** accept your premium for any extension. A new schedule will be issued for the extended **period of insurance** showing any changes to **your** cover.

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**, 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**.

Important phone number



AXA claims telephone helpline
For all claims

0345 600 2715/6

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 **us** or **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.

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.

There are additional defined terms within each section.

Business

Business shown in **your schedule**.

Contract

The contract undertaken at the **contract site** as shown in **your schedule**.

Contractor

The party named as The Contractor in the schedule.

Contract site

The site address shown in the schedule.

Employer

The party named as The Employer in the schedule.

Excess

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

Period of insurance

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

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.

We/us/our

AXA Insurance UK plc.

You/your/yours/yourself

Person, persons, firm, company or organisation shown in your schedule as an Insured Party.

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.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

Cancellation condition

All sections other than the **Building contracts non-negligent section**.

- 1 **You** may cancel **your policy**
 - a within 14 days of receiving **your policy** at inception
 - b if **you** sell **your business** or all the property insured shown in **your** schedule, or **you** cease tradingby contacting **us** or **your** insurance broker.
- 2 **We** can cancel **your policy** for any reason by providing 30 days' notice in writing to **your** last known address.

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

Additionally, **we** can cancel **your policy** immediately by providing written notice to **your** last known address if **you** fail to make payment

- 1 directly to **us**, or
- 2 to **us**, **your** insurance broker, credit broker or finance provider where **you** are paying by instalments.

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

If **your policy** is cancelled and a claim has been notified, paid or there has been any incident

likely to lead to a claim during the current **period of insurance**, the premium remains due in full.

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

We also have the right to cancel **your policy** in other circumstances as stated in the **Fraud condition** or elsewhere within the **Policy conditions**.

For the **Cancellation condition** applicable to the **Building contracts non-negligent section**, please refer to the **Building contracts non-negligent section of your policy**.

Change in risk condition

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

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as an Insured Party
- 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**.
- 4 to the estimated completion date of the **contract** that means **you** need to extend the **period of insurance**.

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 the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances which might lead to a claim under **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**
 - 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 injury, loss or damage, recover property insured 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 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**
 - 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.
- 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

Instalment condition

If **you** fail to pay a premium instalment to **us**, **your** insurance broker, credit broker or finance provider, 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 **period of insurance** the premium remains due in full whether this is payable directly to **us**, **your** insurance broker, credit broker or finance provider.

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.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must 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 sanctions 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

No party who is not **you** or **us** shall have any right under this **policy** and the provisions of the Contracts (Rights of Third Parties) Act 1999 or any subsequent amending legislation do not apply to this **policy**.

Making a complaint

We aim 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 using the contact details available in **your** claim documentation.

If **your** complaint relates to anything else, please contact **your** insurance broker or AXA office where **your policy** was purchased.

Alternatively, **you** can write to **us** at

AXA Insurance complaints:



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



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.

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.
- provide a response within eight weeks of receiving **your** complaint, informing **you** of the results of **our** investigations or explain why this isn't possible.
- learn from **our** mistakes.
- use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

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.

The Financial Ombudsman Service 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 Financial Ombudsman Service.

This does not affect **your** right to take legal action.

The Financial Ombudsman Service



Financial Ombudsman Service
Exchange Tower
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

Financial Services Compensation Scheme

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme. **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 Financial Services Compensation Scheme (**www.fscs.org.uk**).

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

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

www.axa.co.uk