



redefining / standards



## **This is an example policy wording.**

This is an example policy wording. It displays all hired in plant cover levels, features and benefits available.

When you have bought AXA hired in plant insurance, your own policy document will be tailored to include what you have selected and will be saved in your secure AXA Account. If you have not selected a cover option or section, it will not feature in your policy documents.

All policy documents must be read in conjunction with one another.

# AXA Insurance

## Business Insurance



**Essential information**

**redefining / standards**





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# Welcome to AXA

## Thank you for choosing AXA

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

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

## Your policy

This **policy** is a contract of insurance between **you** and **us**.

The information or any declaration which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy**, forms the basis of the contract.

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

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

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what **we** mean when **we** use that word or those words. Details of the definitions that apply throughout **your policy** can be found on page 5. There will also be definitions that are specific to covers that **you** have purchased and these will be detailed in each section of **your policy**. Headings have been used for **your** guidance and do not form part of the **policy** wording.

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

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

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

## Making a complaint

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

# Meaning 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 may be additional defined meanings in each section of cover.

## Asbestos

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

## 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 at law beyond that applicable in the absence of those terms.

## Excess

The first amount of any claim or claims as detailed in **your policy** schedule for which **you** are responsible.

## Period of insurance

The period from the start date to the end date, shown in **your policy** schedule.

## Policy

The essential information, cover sections, optional covers, schedule and any endorsements attached or issued.

## Territorial limits

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

- 1 For professional indemnity:
  - a The person, firm, company or organisation shown in the **policy** schedule as the insured.
  - b Any person, firm, company or organisation shown in the **policy** schedule as an additional insured.
  - c Any predecessor in business to any firm, company or organisation that is shown in the **policy** schedule.
  - d Any person who is or has been or who becomes a director, partner, member, principal, employee or self-employed person, but only for work undertaken for or on behalf of any person or organisation referred to in a, b, or c above.

## Meaning of defined terms continued

- e Any consultant or former consultant appointed by the person, firm, company or organisation shown in the **policy** schedule as the insured, but only for work undertaken for or on behalf of any person or body referred to in a, b, c or d above.
- f Any retired partner, retired director or retired member of the firm, company or organisation shown in the **policy** schedule as the insured who remains as a consultant to any person, firm, company or organisation shown in the **policy** schedule as the insured
- g The estate, heirs, executors, legal or personal representatives of any person referred to in a, b, c, d, e or f above in the event of their death or incapacity.
- 2 For insurance other than professional indemnity, the person(s), firm, company or organisation shown in the **policy** schedule as the insured.

# Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There are additional conditions under each section of cover and within some of the optional professional indemnity covers. If **you** do not comply with these conditions **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**.

## Cancellation condition

- 1 **You** may cancel this **policy** from the original start date within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way, provided no claim has been notified, paid or is outstanding, **we** will return the premium paid minus an administration fee of £15. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 2 **You** may cancel this **policy** at any time if the Business described in the schedule is sold by **you** or **you** cease trading. If **you** cancel this way, provided no claim has been notified, paid or is outstanding in the current **period of insurance**, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee of £30. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 3 **We** can cancel the **policy** by giving **you** 30 days written notice if
  - a there is a material change in **your** business
  - b the information that forms the basis of this contract changes
  - c following a survey at any of **your** premises or sites and **you** were required to make risk improvements and **you** have not completed these within a reasonable period of time, advised by **us**.

Where the **policy** is cancelled in accordance with the above provision, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided no claim has been notified, paid or is outstanding in the current **period of insurance**. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 4 **We** can cancel the **policy** immediately, if the premium has not been paid. If a claim has been notified, paid or is outstanding in the current **period of insurance** the annual premium remains due in full.

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

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



## Policy conditions continued

### Change in risk condition

**We** do not have to accept any alteration or change affecting this insurance. If **we** accept any alteration to **your** business or change in risk, an increase in the premium or different terms or conditions of cover may be required by **us**.

### Changes in your policy condition

By accepting this **policy you** understand that **we** provide an online service. **We** agree to provide **you** with all **your** documents online for **you** to print yourself. It is **your** responsibility to make any changes to **your Policy** online.

**We** reserve the right to charge up to £30 if **you** request **us** to send **your** insurance documentation by post and reserve the right to charge up to £30 for any change or correction to **your Policy** that **we** make on **your** behalf.

### 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 the **policy**
- 2 knowingly makes a false statement in support of a claim
- 3 submits a knowingly false or forged document in support of any claim
- 4 makes a claim for any loss (as defined in each section of the **policy**) caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.
- 5 knowingly provides information to us as part of your application that is not true and complete.

Then **we** will:

- a not pay the claim
- b not pay any other claim which has been or will be made under the **policy**
- c make the **policy** void, which means that it is no longer in existence, from the date of the fraudulent act without any refund of premium
- d inform the police of the circumstances.

### Law applicable to this policy condition

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

### Misrepresentation and non-disclosure condition

The contract of insurance is formed on the reliance of information which **you** provide to **us**. **You** must:

- 1 disclose all information relevant to this insurance
- 2 not make any statement which is incorrect.

If **you** fail to disclose information relevant to this insurance or make any statement which is incorrect **we** will, at **our** option, either

- a make the policy void from the date of formation of the contract
- b refuse to pay **your** claim.

### Other insurance condition

If a claim is made under this **policy** and there is other insurance cover which **you**

## Policy conditions continued

are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

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

## Payment of premium condition

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

### Payment in full

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

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

### Payment by instalments

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

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

Any related administration fees that may arise from these changes will be debited

from **your** payment card immediately and will show on **your** statement within 3 working days.

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

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

- 1 charge an administration fee for instalments rejected by **your** bank
- 2 terminate **your** instalment agreement with immediate effect
- 3 cancel **your policy** from the missed instalment date. **You** will not be entitled to any return premium where this happens
- 4 apply an administration fee of £30
- 5 refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record the outstanding debt. **We** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

## Subrogation (our rights) condition

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

## Third party rights condition

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

# 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.

## Step One – Making your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to **your policy**, please contact **us**. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim.

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

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The reason for **your** complaint.

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

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

## Step Two – Contacting AXA Insurance Head Office

If **your** complaint remains unresolved following Step One, please contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Please provide the same details to:

Head of Customer Relations  
AXA Insurance  
Civic Drive  
Ipswich IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

E-mail: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

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

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The reason for **your** complaint.

## 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 made a decision following Step Two.

**You** have 6 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.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel: 0845 080 1800  
Fax: 020 7964 1001

## Our promise to you

- **We** will acknowledge written complaints promptly.
- **We** will investigate quickly and thoroughly.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to resolve **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

## 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)).

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

If **you** would like a Braille, large print  
or audio version, please contact **us**.

**[www.axainsurance.com](http://www.axainsurance.com)**

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# Business Insurance

## Hired in plant section

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### Hired in plant

**Your policy** schedule will show if this section is covered.

### Meanings of defined terms

These definitions apply to the hired in plant section and are in addition to the **policy** definitions that have already been described in the Essential Information document. 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 in the hired in plant section.

## Hired in plant section *continued*

### Business

The profession or occupation, shown in **your policy** schedule.

### Damage

Loss or destruction or damage.

### 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 schemeand under **your** control or supervision.

### Hacking

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

### Hired in plant

Constructional plant, machinery, tools, equipment, site huts or caravans **you** have hired to use in connection with the **business**

- 1 while on the site of any contract anywhere within the **territorial limits**
- 2 while on the site of any contract elsewhere within the European Union in connection with temporary work by **employed persons** ordinarily resident within the **territorial limits** for a period or periods of up to 180 days in total, during any one **period of insurance**
- 3 while being transported by road, rail or inland waterway.

### 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, including but not limited to trojan horses, worms or logic bombs.

## **What is covered**

### **Damage to hired in plant cover**

**We** will cover **you** against **your** legal liability under the terms of any hire conditions to make good to the owner of the **hired in plant**, for accidental **damage**, including any **damage** which is caused by an items own breakdown or its own explosion, occurring during the **period of insurance** but no more than the sum insured stated in **your** schedule.

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

### **Continuing charges cover**

**We** will cover **you** against **your** legal liability to pay to the owner of the **hired in plant**, hire charges lost as a result of **damage** to the **hired in plant**, but excluding breakdown of construction plant or equipment unless this is solely due to the negligence, misdirection or misuse by **you** or **your employed persons**.

**We** will pay the hire charges for the period while the plant is necessarily idle due to the **damage** or breakdown, for a period not exceeding 90 days from the time that **damage** or breakdown occurs, excluding the first 48 hours.

This cover does not apply as a result of any willful act or willful neglect by **you**.

The maximum **we** will pay in respect of any one hire agreement is £25,000.

### **Immobilised plant cover**

**We** will pay the necessary costs, up to the sum insured in **your** schedule, incurred in the recovery of the **hired in plant** which may become immobilised or immovable, as a result of **damage**, whilst being used in connection with the contract on which **you** are working.



## What is not covered

### Aircraft or watercraft exclusion

**We** will not cover **you** for **damage** to any

- 1 aircraft
- 2 watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

### Date recognition exclusion

**We** will not cover **you** for **damage** to **hired in plant** 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 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 but without limitation any information, programs or software) and whether **your** property or not, where **damage** is caused 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

- 1 **We** will not cover **you** for the amount of the **excess** shown in **your policy** schedule
- 2 If a single incident results in a claim under more than one of the following sections of cover
  - a own plant tools and equipment,
  - b hired in plant, or
  - c contract works

**you** will not be responsible for more than one **excess**. Where the **excess** varies between each of those sections of cover, the higher amount will apply.

### Foreign hire exclusion

**We** will not cover **you** for **damage** to **hired in plant** outside the **territorial limits** unless hired under an agreement entered into within the **territorial limits**.

### Motor vehicle exclusion

**We** will not cover **you** for **damage** to any motor vehicle or attached trailer other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

## Hired in plant section *continued*

### Radioactive contamination exclusion

**We** will not cover **you** for loss of or **damage** to any **hired in plant** or any loss or expense or consequential loss resulting or arising from

- 1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

### 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**.

### Unexplained losses exclusion

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

### War risk exclusion

**We** will not cover **you** for any **damage** 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.

### 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.

## Section conditions

These are the conditions of the cover and apply throughout **your hired in plant** section. These must be read with the 'Policy conditions' in **your** Essential information document.

If **you** do not comply with these conditions **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, please contact **us**.

### Alteration condition

- 1 **You** must tell **us** as soon as possible of any alteration to **your business**, change to the information **you** provided or any new information that could affect this insurance
- 2 This **policy** is agreed specifically on the basis that **you** have declared and will continue to declare the total number of directors, partners or **employed persons** working in connection with the **business** and that this will not exceed a maximum of 8 people.

### Basis of rating condition

The premium is based on the total number of directors, partners or **employed persons** ordinarily working in connection with the **business**, declared by **you** and shown in **your** schedule

- 1 **You** must tell **us** as soon as possible if this number changes. **You** must pay an extra premium or **we** will make a refund for the remaining **period of insurance**, based on **our** normal rates applicable at that time. If **you** request a change to the number in **excess** of 8 people, **we** may then cancel this **policy** in accordance with the cancellation condition
- 2 In the event that a claim arises and **you** have not told **us** of a change to the number of **employed persons**, **we** will not refuse to deal with **your** claim solely on these grounds, so long as
  - a the total number of directors, partners and **employed persons** does not exceed 8 people
  - b **you** pay an extra premium, equal to the premium that would have been charged, had **you** declared the correct number of people during each **period of insurance**.

## Hired in plant section *continued*

### Claims notification condition

**You** must

- 1 as soon as practical
    - a give **us** notice of any circumstances which might lead to a claim under this **policy**
    - b give **us** all the information **we** request
  - 2 immediately
    - a on receipt send **us** every letter, writ, summons or other documents served upon **you**
    - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
    - c notify the police of any loss or **damage** that has been caused by malicious persons, thieves, rioters, strikers or vandals.
- b any assistance to enable **us** to settle or defend a claim
  - c details of any relevant other insurances
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent
  - 4 Following a claim **you** must allow **us** or anyone authorised by **us**
    - a access to premises
    - b to take possession of, or request delivery to **us** of any property insured
  - 5 **You** may not abandon any property to **us**
  - 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

### 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

### Re-instatement of sum insured condition

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.

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

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**[www.axainsurance.com](http://www.axainsurance.com)**

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**AXA Insurance UK plc**

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