



# HAULIERS CHOICE

Your Policy Terms and Conditions  
September 2014 Edition

redefining / standards





## Introducing AXA

### **One of the world's largest insurers**

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

### **Care, advice & support – when you need it**

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care, advice and support as and when you need it.

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003).

AXA provides products that help people to get the best out of life. Our products and services include: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

**Contents**

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|   |           |
|---|-----------|
| • Your Policy                                 | <b>4</b>  |
| • Important Helpline                          | <b>5</b>  |
| • Definitions                                 | <b>6</b>  |
| • Section 1 – Goods in Transit                | <b>9</b>  |
| • Section 2 – Public Liability                | <b>15</b> |
| • Section 3 – Employers Liability             | <b>20</b> |
| • Sections 2 & 3 – Additional Persons Insured | <b>22</b> |
| • General Conditions of the Policy            | <b>23</b> |
| • Making a Complaint                          | <b>26</b> |

## Your Policy

*The Company in consideration of the payment of the premium shall provide insurance against loss, destruction, damage or liability occurring at any time during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy as shown in the Schedule subject to the exclusions, provisions and conditions of the Policy.*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract.*

### **Important**

We recommend that You read this Policy together with Your schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your Insurance Adviser.

Your attention is drawn to the Complaints procedure (Making a Complaint) on page 26.

### **The law applicable to this Policy**

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.

## Important Helpline

|                         |                       |   |
|-------------------------|-----------------------|---|
| Legal and<br>Tax Advice | <b>0870 241 8178*</b> | Our confidential legal and tax advice line.<br>Please quote AXA Commercial when You call. |
|-------------------------|-----------------------|---|

\* 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.

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.

## Definitions

*Wherever the following words and phrases appear in the Policy they will always have these meanings.*

### **Business**

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The business stated in the Schedule conducted by You at or from premises in England Wales Scotland Northern Ireland and the Channel Islands or the Isle of Man including

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with Your prior consent by Employees for any director or senior official of Yours
- c) the ownership maintenance and repair of such premises within such territories.

### **Company/We/Us/Our**

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AXA Insurance UK plc.

### **Excess**

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The amount for which You are responsible as the first part of each claim or incident.

### **Offshore**

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From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

### **Policy**

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This Policy the Schedule the Proposal and any endorsements attached or issued.

### **Proposal/Statement of Fact**

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The signed form or Statement of Fact and any additional information supplied to Us by You or on Your behalf.

### **Schedule**

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A separate sheet which comes to You with the Policy. Amongst other things it shows Your name Business and extensions and special clauses in force.

### **Territorial Limits**

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#### **Applicable to Section 1 – Goods in Transit**

- a) anywhere including the sea crossing in or between England Wales Scotland Northern Ireland and the Channel Islands the Isle of Man and Eire
- b) Western Europe when basis of cover D in Section 1 is operative.

#### **Applicable to Section 2 – Public Liability and Section 3 – Employers Liability**

- a) anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) elsewhere in the world in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above other than Offshore
- c) anywhere in the world caused by Products Supplied.

### **Vehicle(s)**

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Motor vehicles articulated vehicles trailers and semi-trailers.

### **Western Europe**

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Austria Belgium Denmark France Germany Holland Liechtenstein Luxembourg Norway Portugal Spain Sweden Switzerland.

**You/Your(s)/Yourself**

The person(s) or company shown in the Schedule as the Insured.

**Products Supplied**

- a) products including containers packaging or instructions sold or supplied
- b) work or services undertaken including goods or materials used

by or on behalf of You in the course of the Business.

**Definitions Applicable to Goods in Transit – Section 1**

Wherever the following words and phrases appear in this Section they will always have these meanings

**Any One Event**

Any one occurrence or series of occurrences attributable to one original cause.

**C.M.R**

The Convention on the Contract for the International Carriage of Goods by Road.

**Consignment**

All property sent at one time in one load to the same destination.

**Enclosed Premises**

A locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate.

**Property**

Goods for which You are responsible carried for a charge and not owned hired or leased by You except for any Property specifically excluded by this Section.

**Sub-Contractor**

Any carrier (including his/their employees and agents) directly or indirectly engaged by You to carry the Property.

**Transit**

The movement of Property from one place to another whilst in Your custody or control including loading and unloading and temporary storage in the course of such movements either on or off the Vehicle.

Temporary storage does not include Property stored

- i) at a rental
- ii) subject to a contract for storage
- iii) subject to a contract for storage and distribution.

**Vehicle Sum Insured**

The maximum We will pay in respect of Property on any one Vehicle.

**Definitions applicable to Public  
and Employers Liability –  
Sections 2 and 3**

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**Wherever the following words and  
phrases appear in these Sections they  
will always have these meanings**

**Employee**

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- a) any person under a contract of service or apprenticeship with You
- b) any person who is hired to or borrowed by You
- c) any person engaged in connection with a work experience or training scheme
- d) any labour master or person supplied by him/her
- e) any person engaged by labour only sub-contractors
- f) any self-employed person employed on a labour only basis under Your control or supervision
- g) any voluntary helper  
while working for the Insured in connection with the Business.

**Injury**

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Bodily injury death disease illness or nervous shock.



## Section 1 - Goods in Transit

### Indemnity

We agree to insure You in accordance with the bases of cover as defined below shown to be operative in the Schedule against loss of or damage to Property in Transit in connection with the Business occurring within the Territorial Limits during the Period of Insurance whilst carried by the means of conveyance as shown in the Schedule.

#### Basis of Cover

- A Liability under the C.M.R Convention for traffic carried within the Territorial Limits.
- B Liability under Road Haulage Association conditions of carriage.
- C All Risks of loss of or damage to Property (other than that which is subject to the C.M.R Convention) where You can choose to have claims paid in full regardless of Your legal liability.
- D Liability under the C.M.R Convention for traffic carried in Western Europe.

All bases of cover include Your liability for Property in the custody or control of a Sub-Contractor but the benefit of this insurance shall not pass to any Sub-Contractor.

### In addition We will pay

#### 1 Legal Costs

- a) costs and expenses of claimants for which You are legally liable
- b) legal costs and expenses incurred with Our written consent

in respect of any claim which may be the subject of indemnity under this Section.

#### 2 Own Goods

for loss of or damage (excluding wear and tear) to the following goods belonging to You or for which You are responsible whilst carried on any Vehicle described in the Schedule

- a) tarpaulins sheets trailer curtains ropes chains webbing straps packing materials and similar items
- b) any other goods (but not containers flats demountables accoutrements to any Vehicles or personal effects) up to a maximum of £2,500 Any One Event.

#### 3 Expenses

expenses reasonably incurred by You in

- a) the removal of debris and site clearance of Property damaged whilst in Transit from the immediate area of the site where the damage occurred
- b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection
- c) reloading onto the Vehicle any Property which has fallen from the Vehicle
- d) resecuring the Property where there is dangerous movement of the load in Transit.

#### 4 Containers

for loss of or damage to containers and flats (but not demountable bodies) for which You are responsible to the extent of Your liability provided they are not owned hired or leased by You but not exceeding £20,000 per container or flat. An Excess of £250 applies.

#### 5 Personal Effects

up to £200 for loss of or damage to drivers personal effects (excluding wear and tear) whilst they are in one of Your Vehicles but We will not pay for audio/visual/telecommunication equipment or clothing watches and jewellery whilst being worn.

### 6 Consequential or Indirect Loss

for financial loss suffered by a consignor or consignee (other than injury to any person) for which You are legally liable following accidental

- a) loss of or damage to Property for which the Policy otherwise becomes liable
- b) delay (other than failure to meet an agreed delivery time or date)
- c) mis-delivery.

For this cover to apply You must contract for the carriage either

- i) specifically excluding such liability
- or
- ii) limiting liability to the amount of Your carriage charges for the Consignment.

We will pay up to £100,000 under this cover for Any One Event.

#### **Common Law**

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Where a Consignment is carried subject to conditions of carriage but by court ruling the terms of the conditions as specified in the basis of cover shown to be operative in the Schedule are held not to apply We will insure You for loss of or damage to Property arising from Your liability at common law.

We will pay up to £250,000 under this cover for Any One Event.

#### **Reinstatement of Sum Insured**

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We will automatically reinstate the Vehicle Sum Insured as shown in the Schedule and if applicable the limit payable under the loss of use extension from the date of any loss unless written notice to the contrary is given by Us. You may be required to pay extra premium.

### **Temporary Vehicle Substitution**

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If this Section is arranged on a specified Vehicle basis We will insure Property carried in any similar road Vehicle subject to the Policy terms and security requirements when Your own Vehicle is out of use undergoing repair maintenance or testing.

**The maximum We will pay under this Section including any extensions for Any One Event shall be the amount shown in the Schedule as the Any One Event limit.**

#### **Limitations**

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- 1 If basis of cover C applies and at the time of any loss or damage the value of the Property is greater than the Vehicle Sum Insured shown in the Schedule then We will only pay a proportionate share of the claim. This will be the amount that the Vehicle Sum Insured bears as a proportion to the value of the Property.
- 2 If basis of cover D applies and at the time of any loss or damage the haulage charges earned in the current Period of Insurance in respect of Western Europe exceed the amount shown in the Schedule then We will only pay a proportionate share of the claim. This will be the amount that the haulage charges shown in the Schedule bear as a proportion to the haulage charges earned during the current Period of Insurance up to the time of the loss or damage.
- 3 If Extensions 2 or 3 apply and at the time of any loss or damage the haulage charges earned in the current Period of Insurance in respect of temperature controlled traffic to which the Deterioration extensions apply exceed the amount shown in the Schedule We will only pay a proportionate share of the claim. This will be the amount that the haulage charges shown in the Schedule bear as a

proportion to the haulage charges earned during the current Period of Insurance up to the time of the loss or damage.

- 4 If basis of cover B applies You will not accept liability beyond that provided by the standard conditions without first obtaining Our approval.
- 5 We will only insure You for theft pilferage or shortages of the following Property up to £35,000 for Any One Event. If the loss is from a Vehicle the Vehicle Sum Insured shall apply if that is less.

Bottled spirits

Processed tobacco or tobacco products (but not raw leaf).

Domestic audio/visual equipment

Domestic electrical equipment (but not cookers refrigerators freezers dishwashers washing machines and tumble or spin dryers)

Computer equipment and/or accessories

Mobile phones and/or accessories

Non-ferrous metals in scrap sheet bar ingot or similar form

The above limitation will not apply if such Property is carried unknowingly

i) in sealed containers

or

ii) as part of a groupage load.

### **Extensions – Section 1**

**Extensions 1 – 3 are only applicable if the extension numbers are shown in the Schedule**

#### **1 Loss of use**

Those Vehicles operated by You to which this Section applies which are comprehensively insured by You under a motor or other policy

are covered under this extension. If any of these Vehicles are out of use as a result of fire or accidental damage whilst being used by You and loaded with at least one Consignment We will pay for

a) the cost of actual hiring of a replacement Vehicle of similar type and carrying capacity to Your own

or

b) hiring charges payable to Your principal for which You are legally liable provided Your principal sustains a financial loss and makes a claim against You

or

c) normal hire purchase payments that are still due in respect of the damaged Vehicle although a replacement is not required.

Weekly payments will be covered by Us until Your Vehicle is returned to You following repair or until a replacement is purchased subject to a maximum period of five weeks.

Your claim must be reported to Us within three days of the loss or damage.

We are not responsible for

i) the first three days of any period for which payment becomes due under this extension

ii) fire or accidental damage occurring outside England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire

iii) 20% of any claim

iv) fire or accidental damage caused directly by theft or attempted theft of the Vehicle.

Please refer to the Schedule to see the maximum weekly payments.

### 2 Deterioration

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#### A Applicable only to Vehicles owned by You

Exclusion B4(b) is deleted and We will pay for the deterioration of Property conveyed in frozen chilled or insulated conditions but

- i) only drivers experienced in the carriage of refrigerated traffic must be employed
- ii) refrigeration equipment and Vehicles must be maintained and used in accordance with manufacturers instructions and recommendations and must be capable of maintaining the Property at the temperature specified by the consignor or consignee
- iii) temperature checks must be made at least every four hours during the course of a journey
- iv) deterioration caused by delay is not insured unless the delay arises as a result of fire accident (but not breakdown) to the conveying Vehicle or theft or attempted theft
- v) Property carried by a Sub-Contractor is not insured
- vi) only in respect of deterioration occurring in paragraph (a) of the Territorial Limits
- vii) an Excess of £250 applies.

#### B Applicable only to Vehicles not owned by You

Exclusion B4(b) is deleted and We will pay for the deterioration of Property conveyed in frozen chilled or insulated condition but

- i) only drivers experienced in the carriage of refrigerated traffic must be employed
- ii) deterioration resulting from the failure of the refrigeration equipment is not insured

- iii) temperature checks must be made at least every four hours during the course of a journey
- iv) deterioration caused by delay is not insured unless the delay arises as a result of fire accident (but not breakdown) to the conveying Vehicle or theft or attempted theft
- v) Property carried by a Sub-Contractor is not insured
- vi) only in respect of deterioration occurring in paragraph a) of the Territorial Limits
- vii) an Excess of £250 applies.

### 3 Deterioration – Western Europe

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Paragraphs A(vi) and B(vi) of Extension 2 are deleted.

#### Exclusions

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##### A This Section does not cover

any loss or damage to Property directly or indirectly caused by or arising from.

##### 1 Pressure Waves

pressure waves caused by aircraft or other aerial devices.

##### 2 Radioactive Contamination

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

##### 3 War Risks

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

**4 Delay**

delay except as provided in the Consequential or Indirect Loss cover on page 10.

**B This Section does not cover**

**1 Money Securities etc.**

loss of or damage to money securities for money (which include certificates of bond stock certificates bills of exchange promissory notes) stamps watches precious stones jewellery bullion nuclear fuel nuclear waste or loss or death of or injury to living creatures.

**2 Tanker Traffic**

loss of or damage to Property in Transit in road tankers.

**3 Consequential Loss**

any consequential or indirect loss which exceeds the carriage charge made by You to carry the Consignment except as provided in the Consequential or Indirect Loss cover on page 10.

**4 Deterioration**

- a) natural deterioration
- b) the deterioration of Property conveyed in frozen chilled or insulated condition due to
  - i) faulty stowage
  - ii) incorrect setting or operation of the equipment
  - iii) variations in temperature unless directly caused by fire accident (but not breakdown) to the conveying Vehicle theft or attempted theft.

**5 C.M.R**

under the C.M.R Convention We will not be responsible for claims arising from

- a) Article 7(3) – omission from the consignment note of reference to the Convention
- b) Article 21 – collection of cash on delivery payments
- c) surrender of right of recourse under Article 37 by virtue of the liberty granted under Article 40
- d) undertakings given under Article 24 (values in excess of 8.33 SDRs per kilogram) or Article 26 (special interest)
- e) delay except as provided under Article 23(5)
- f) confiscation requisition destruction or damage ordered by any government or other officials or authorities or the consequences of inadequate or inaccurate documentation.

**Special Clauses**

**Clauses A to F are only applicable if the clause letters are shown in the Schedule**

**A Overnight Theft Restriction**

This Section does not cover theft or attempted theft from any unattended Vehicle between 9pm and 6am unless it is secured at all points of access and is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance. It will be up to You to prove that any theft or attempted theft occurred before 9pm or after 6am.

**B Forcible Entry To Vehicle Restriction**

This Section does not cover theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle.

### **C Immobiliser Requirement**

You must ensure that all Your Vehicles are fitted with a key-operated immobiliser approved by Us and that whenever the Vehicles are left unattended the immobiliser is put into operation.

### **D Alarm Requirement**

You must have all Your Vehicles fitted with an alarm approved by Us. The alarm system must always be switched on and operational when the Vehicles are left unattended. You must have the alarm system regularly serviced and maintained by a qualified person approved by Us. You must not make any alterations to the alarm system without Our agreement.

### **E Never Left Unattended and Guarded Requirement**

When Vehicles are carrying Property You must ensure that they will not be left unattended and will always be guarded by You or a responsible able-bodied adult.

### **F Exclusion of Overnight Theft Cover**

This Section does not cover theft or attempted theft from any unattended Vehicle between 9pm and 6am. It will be up to You to prove that any theft or attempted theft occurred before 9pm or after 6am.

## **Conditions**

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### **1 Sub-Contractors**

If You pass the Property on to a Sub-Contractor and there is then a claim for loss or damage to Property You should direct the claim against the Sub-Contractor.

### **2 Our Special Rights**

We have the right to take possession of Property insured under this Policy which is affected by a claim. You or Your Sub-Contractors cannot abandon Property to Us.

### **3 Notification of Haulage Charges**

You must notify Us immediately if the haulage charges in respect of

- a) Western Europe traffic
  - b) Temperature controlled traffic
- shown in the Schedule change.

## Section 2 - Public Liability

### Indemnity

We agree to indemnify You against all sums that You shall become legally liable to pay as damages to claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Limit of Indemnity

Our liability under this Section for all damages payable to any claimant or number of claimants as a result of any one occurrence or series of occurrences attributable to one original cause shall not exceed the amount stated in the Schedule as the Limit of Indemnity.

### Costs

In addition We will pay

- 1
  - a) costs and expenses of claimants for which You are legally liable
  - b) other costs and expenses incurred with Our written consent

in respect of any claim which may be the subject of indemnity under this Section.
- 2 solicitors fees incurred with Our written consent for
  - a) defence in any court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury

- b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Section.

- 3 legal costs and expenses incurred by You and at Your request any director or Employee with Our written consent and costs awarded against You or any director or Employee of Yours arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 or similar safety legislation of England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man provided that
  - a) the proceedings relate to the health safety or welfare of persons other than Employees
  - b) We will not pay
    - i) fines or penalties
    - ii) costs and expenses insured by any other policy.
- 4 legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1978 provided that
  - a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
  - b) We will not pay
    - i) fines or penalties
    - ii) costs and expenses insured by any other policy.

### Cross Liabilities Clause

If more than one person is referred to in the Schedule this Section shall apply to each one as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

### Rented Premises

Exclusion 2(b) of this Section shall not apply to premises leased let rented hired or lent to You provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement
- b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf
- c) the first £250 in respect of loss or damage caused otherwise than by fire or explosion.

### Defective Premises Act

We include within the terms of this Section Your legal liability in respect of Injury loss or damage arising by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the Business and since disposed of by You but indemnity will not apply if You are entitled to indemnity under any other insurance.

### Contingent Motor Liability

Notwithstanding Exclusion 5 of this Section We will insure You and no-one else for the purpose of this clause against legal liability in respect of Injury loss or damage arising out

of the use in connection with the Business of any Vehicle not owned or provided by You.

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to any such Vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss or damage arising while such Vehicle is being
  - i) driven by You or a Sub-Contractor
  - ii) driven with the general consent of You or Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive a Vehicle unless such person has held and is not disqualified from holding such a licence
  - iii) used in circumstances in which it is compulsory for You to insure or provide security as a requirement of any road traffic act legislation within the Territorial Limits
  - iv) used elsewhere than within the Territorial Limits
- c) in respect of which You are entitled to indemnity under any other insurance.

### Overseas Personal Liability

We will insure You and if You so request any director partner or Employee of Yours or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man in connection with the Business.

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance.



**Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required

- a) any director or partner of Yours £100
- b) any Employee £50.

**Exclusions**

**The indemnity will not apply to legal liability**

**1 Injury to Employees**

in respect of Injury to any Employee arising out of and in the course of his/her employment by You in the Business.

**2 Property under Your Control**

in respect of loss of or damage to

- a) property belonging to You
- b) property which is leased let rented hired or lent to You or which is the subject of a bailment to You.

**3 Rectification Costs**

- a) in respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from the defect in or unsuitability of such Products Supplied
- b) for any costs incurred in recalling or modifying any Product Supplied
- c) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value thereof.

**4 Aviation and Craft**

arising out of

- a) work in or on aircraft
- b) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) the ownership possession or use by You or on Your behalf of any
  - i) aircraft
  - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

**5 Vehicles**

arising out of the ownership possession or use by You or on Your behalf of any Vehicle in circumstances where compulsory motor insurance or security is required under Road Traffic Act legislation or where insurance is provided by another policy.

**6 Liability under Agreement**

assumed by You under agreement unless the conduct and control of claims is vested in Us but indemnity shall not in any event apply to

- a) liquidated damages fines or penalties
- b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by You in connection with any Product Supplied and which would not have attached in the absence of such warranty.

**7 Livestock and Tanker Traffic**

arising out of

- i) the carriage of livestock
- ii) the operation of road tankers.

**8 War Risks**

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

**9 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of an explosive nuclear assembly or nuclear component thereof.

**10 Exports to United States of America or Canada**

in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada.

**11 Professional Risks**

The indemnity will not apply to legal liability arising out of

- a) an error or omission in estimates or advice given by You or on Your behalf or in design plans drawings or specification
- b) an error or omission by You or any servant or agent of Yours in the supervision of works

for which a separate fee is charged or would normally be charged.

**Pollution or Contamination Clause**

1 This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

2 Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown as the Limit of Indemnity in the Schedule.

3 For the purpose of this Clause 'Pollution or Contamination' shall be deemed to mean

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere

and

- b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination.

## Conditions

### 1 Fire Precautions

It is a condition precedent to liability under this Section that in respect of use away from Your premises of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion.

#### Blow lamps blow torches flame guns and hot air guns

- i) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- iv) lighted blow lamps blow torches and flame guns not to be left unattended
- v) hot air guns to be switched off when unattended
- vi) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work.

#### Electric oxy-acetylene or other welding or cutting equipment and angle grinders

- i) the area in which the work to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat

- ii) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- iii) You shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- v) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph (i) above.

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion.

### 2 Discharge of Liability

We may pay the Limit of Indemnity or any lesser sum for which any claim or claims against You can be settled and We shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## Section 3 - Employers Liability

*The indemnity under this Section automatically applies in respect of Employees engaged solely in clerical and administrative duties and to other Employees engaged on a temporary basis.*

*The indemnity will also apply in respect of other Employees where You have requested this cover and the Schedule shows 'Extended cover is operative'.*

### **Indemnity**

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We agree to indemnify You against all sums that You shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of and in the course of his/her employment by You in connection with the Business.

#### **Limit of Indemnity**

Our liability under this Section for damages costs and expenses payable in respect of any one claim against You or series of claims against You arising out of one occurrence shall not exceed the amount stated in the Schedule as the Limit of Indemnity.

Costs and expenses mean

- 1 costs and expenses of claimants for which You are legally liable
- 2 other costs and expenses incurred with Our written consent
- 3 solicitors fees incurred with Our written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Section.

- 4 legal costs and expenses incurred by You and at Your request any director or Employee with Our written consent and costs awarded against You or any director or Employee of Yours arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 or similar safety legislation of England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man

provided that

- a) the proceedings relate to the health safety or welfare of Employees
- b) We will not pay
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy.

#### **Right of Recovery**

This Section is deemed to be in accordance with the provision of any law relating to compulsory insurance of liability to employees in England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

**Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required

- a) any director or partner of Yours      £100
- b) any Employee                                £50.

**Unsatisfied Court Judgements**

In the event of Injury to an Employee sustained during the Period of Insurance and arising out of and in the course of his/her employment by You in the Business which results in a judgement for damages being obtained by such Employee or his/her personal representatives and which remains unsatisfied in whole or part six months after the date of such judgement We will at Your request pay to the Employee or his/her personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgement for damages is obtained
  - i) in a court of law within England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man
  - ii) against a company partnership or individual (other than Yourself) conducting a business at or from premises within the territories described in (a) (i) above
- b) there is no appeal outstanding
- c) if any payment is made under this Section the Employee or their personal representatives of the Employee shall assign the judgement to Us.

**Exclusions**

The indemnity will not apply

**1 Radioactive Contamination**

- a) in respect of any liability of any principal or
- b) in respect of any liability assumed by You under agreement and which would not have attached in the absence of such agreement

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**2 Vehicles**

in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Road Traffic Act legislation.

**3 Employees Abroad**

in respect of Injury to any Employee not ordinarily resident in England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man employed to work solely outside these countries.

## **Sections 2 & 3 – Additional Persons Insured**

- 1 In the event of the death of any person entitled to indemnity under this Policy We will insure in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
    - ii) any director or senior official of Yours in respect of private work undertaken by any Employee for such director or senior official
  - 2 At Your request We will indemnify in the terms of this Policy
    - a) i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement
    - ii) any director or Employee of Yours in respect of liability arising in connection with the Businessprovided that You would have been entitled to indemnity under the Policy if the claim had been made against You
    - b) i) any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
    - ii) any director or senior official of Yours in respect of private work undertaken by any Employee for such director or senior official
- provided that
- i) each person shall as though he were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
  - ii) We shall retain the sole conduct and control of all claims
  - iii) where We are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the applicable Limit of Indemnity.

## General Conditions of the Policy

### **1 Observance of Terms**

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It is a condition precedent to any liability on Our part under this Policy that the terms hereof so far as they relate to anything to be done or complied with by You shall be duly and faithfully observed.

### **2 Material Facts**

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You shall give immediate notice to Us of any facts which materially alter the risk insured in this Policy.

### **3 Reasonable Precautions**

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You shall

- a) take all reasonable precautions to minimise loss or damage and to prevent occurrences including the maintenance of security precautions which may give rise to a claim under this Policy
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
- d) take reasonable care when employing drivers or selecting Sub-Contractors
- e) ensure that all rights against Sub-Contractors bailees or other third parties are properly preserved and exercised.

### **4 Notification of Claims**

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In the event of any occurrence which may give rise to a claim under this Policy You shall immediately

- a) either contact the AXA Goods in Transit claims helpline with full particulars of the loss or damage
- or

give written notice with full particulars to Us including supporting documents and proofs

- b) forward to Us upon receipt every letter claim writ summons or process
- c) tell the police if there has been a theft, attempted theft or criminal damage.

### **5 Claims Control**

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- a) no admission offer promise payment or indemnity shall be made or given by You or on Your behalf without Our written consent
- b) We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at Our own expense and for Our benefit any claim for indemnity or damages or otherwise
- c) We shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) You shall give all information and assistance that We may require
- e) You agree to keep accurate books and records of all figures provided and permit Us or anyone appointed by Us to inspect Your books and records at any time insofar as they relate to this insurance.

### **6 Other Insurances**

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We will not indemnify You in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

## 7 Cancellation

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### Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address.

Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance.

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

### Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule. **This right does not apply at the first or any subsequent renewal of the Policy.**

Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration

- no incident likely to give rise to a claim but is yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

## 8 Policy Administration Fees Condition

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We may charge You an administration fee if We

- a) make any changes to the Policy on Your behalf
- b) agree to cancel the Policy, or
- c) are requested to print and re-send the Policy documents to You.

We will not make a charge without informing You.

## 9 Fraud

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If you or anyone acting for you:

- 1 knowingly make a fraudulent or exaggerated claim under your policy;
- 2 knowingly make 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 premium; and



- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

### **10 Number of Vehicles**

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If the number of Vehicles upon which the premium has been calculated changes You must advise Us immediately.

### **11 Instalments**

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If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice.

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance:

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full. In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount.

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation.

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

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 e-mail 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.

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.

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

Tel: 0800 023 4567\*  
Tel: 0300 123 9123\*\*  
Fax: 020 7964 1001

Email: <mailto:complaint.info@financial-ombudsman.org.uk>

Web: [www.financial-ombudsman.org.uk](http://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 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 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)).

### **Legal and tax advice complaints**

If You have a complaint about the telephone legal or tax advice services You should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE

Tel: 0844 770 9000

If You are unhappy with the written response from Arc Legal Assistance Ltd, You may contact the Legal Ombudsman at:

PO Box 6806  
Wolverhampton  
WV1 9WJ

Tel: 0300 555 0333

Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales:

- a) within one year from the act/omission complained of
- b) within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and;
- c) within six months of the client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint.

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