



# COMBINED MARKET TRADERS

INSURANCE ASSOCIATION



## Market Traders Liability Insurance Policy Wording



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# Welcome

Thank you for purchasing your Market Traders Liability Insurance policy.

This **policy** is underwritten by AXA Insurance UK plc, arranged by Hayes Parsons Limited trading as Combined Market Traders Insurance Association and CMTIA.

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 CMTIA.

## Your policy

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

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, certificate and any endorsements must be read together.

**Your policy** is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new certificate will be issued for each **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.

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

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and any conditions of cover that are applied to each section.

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

## Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition of page 4, headed Policy Conditions.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 23 of the policy.

# Meanings of defined terms

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

## **Business**

Market trader, food and drink vans, stallholders and crafters including products sold via the internet.

## **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** certificate.

## **Policy**

Policy, certificate 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/yourself**

Person(s), firm, company or organisation shown in **your** certificate as The Insured.

# Policy conditions

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

1. Cancel **your policy**
2. Declare **your policy** void (treating **your policy** as if it 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.

## Applicable law 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**.

## Cancellation condition

1. **You** may cancel **your policy** within 14 days of receiving **your policy** in the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
2. **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.
3. **We** can cancel **your policy**
  - a. at any time by giving 30 days written notice to **your** last known address
  - b. immediately, without giving **you** notice if the premium has not been paid to **us**.

Where the **policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

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

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

## Change in risk condition

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

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

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

**We** do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium 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 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** 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.

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

## Fair presentation of risk condition

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

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 representation, then **we** can elect to make **your policy** void and return **your** premium or
3. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:

- a. reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b. treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
4. Where **we** elect to apply one of the above then
- a. if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal.
  - b. **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

## Fraud condition

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

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

- 1. knowingly makes a fraudulent or exaggerated claim under **your policy**
- 2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or

- 3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

**we** will

- a. refuse to pay the claim
- b. declare the **policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

## 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. an amount beyond that which is or would be payable under the other insurance.

## 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 a reasonable period of time advised by **us**.

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

## Renewal term agreement condition

If **your** certificate shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** certificate.

## 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 or any other territory.

## Subrogation (our rights) condition

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

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

## Third party rights condition

This contract is between **you** and **us**.

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



# Employers' Liability section

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**Your** certificate will show if this section is covered.

## Meanings of defined terms

**You** can find the meanings for words in bold on page 2. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### **Bodily injury**

Death, bodily injury, illness or disease.

### **Claim costs**

Costs and expenses

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

### **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.

### **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. voluntary helper or taking part in a work experience or training scheme

and under **you** control or supervision.

### **Manslaughter costs**

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### **Offshore**

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### **Principal**

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

### **Safety legislation costs**

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

### **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.

## **What is covered**

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

## **Additional business activities cover**

The cover under this section includes the following activities of the **business**

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

## **Claim costs cover**

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

## **Compensation for court attendance cover**

**We** will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

## **Manslaughter costs cover**

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

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

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

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £5,000,000.

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of implementing any remedial order or publicity order
3. costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
4. costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order

5. costs and expenses covered by any Legal Expenses insurance
6. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

#### **Overseas employees cover**

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

**We** will not pay

1. for any action or recovery brought or commenced
  - a. in a court of law outside the **policy territories**
  - b. in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
2. where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

#### **Personal liability cover**

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

1. any director or **employed person of yours** whilst
  - a. performing their normal duties in connection with the **business**

- b. work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - c. acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
2. the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

### Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

### Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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

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

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

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

**We** will not pay

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4. costs and expenses covered by any Legal Expenses insurance
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## Unsatisfied court judgements cover

We will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

1. there is no outstanding appeal
2. the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3. the judgement was obtained in a court within the **policy territories**
4. the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

## Limit of indemnity

1. The employers liability limit of indemnity shown in **your** certificate is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
2. The **terrorist act** limit of indemnity shown in **your** certificate will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with **terrorist act**.
3. In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## What is not covered

### Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

### Radioactive contamination exclusion

We will not cover claims for

1. **contractual liability**
2. which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay your claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

# Public and Products Liability section

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**Your** certificate will show if this section is covered.

## Meanings of defined terms

**You** can find the meanings for words in bold on page 2. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### Asbestos

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

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

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

### Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

### Computer system

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

### **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.

### **Cyber act**

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

### **Cyber incident**

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

### **Data**

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

### **Employed person**

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

and under **your** control or supervision.

### **Enforcing authority**

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

### **Event**

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

### **Hot work**

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

### **Manslaughter costs**

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### **Nuisance or trespass**

Nuisance, trespass to land or trespass to goods, or interference with any easement.

### **Offshore**

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### **Personal injury**

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

#### **1. bodily injury**

2. a right arising from title to, or an interest in property.

### **Pollutants**

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

## Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

## Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

## Products

Products that **you** have sold, supplied, provided or delivered including

1. containers, packaging, labelling, instructions or advice in connection with products
2. **services** that have been completed as part of a contract for the sale or supply of products in the course of the business.

## Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

## Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

## Sudden incident

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

## 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.

## What is covered

**We** will cover the amount of damages which you are legally liable to pay in respect of

1. **bodily injury**
2. **personal injury**
3. **property damage**
4. **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance** or **trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance** or **trespass** will be considered as having occurred at the time of the **sudden incident**.

## Additional business activities cover

The cover under this section includes the following activities of the **business**

1. providing and managing amenities for the benefit and welfare of **employed persons**
2. owning, repairing, maintaining and decorating **your** own property or premises **you** use
3. providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
4. maintaining and repairing vehicles and machinery owned or used by **you**



5. private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with your prior permission

6. the sale or disposal of **business** assets.

### Claims costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

**We** will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

1. **bodily injury**

2. **property damage**

occurring during the **period of insurance** and arising out of

a. the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**

b. the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

**We** will not pay

1. for loss of or damage to any motor vehicle referred to in **a** or **b**

2. unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

3. where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** certificate.

### Data Protection cover

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

**We** will only pay

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

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

within the **policy territories**.

**We will not cover**

1. fines or penalties imposed by a court
2. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
3. the cost of replacing, reinstating, rectifying or erasing any personal data
4. refund of monies paid to **you** by any claimant
5. compensation costs and expenses covered by any Legal Expenses insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £5,000,000.

#### **Defective Premises Act cover**

**We** will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

**We will not cover**

1. loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
2. any liability for which **you** are covered under any other insurance policy.

#### **Environmental clean up cover**

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is £1,000,000.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** certificate.

**We** will not cover any part of a claim for **clean up costs**

1. at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
2. to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
  - a. necessary to meet the standards required by law at the start of remediation
  - b. existing at the time of a **sudden incident** for which a claim is made under this section.

## Libel and slander cover

**We** will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** for all damages and **claim costs** in respect of any act of libel or slander committed or uttered in good faith.

Provided that

1. the cover provided under this extension shall only apply to **your** own publications that are designed or intended for communication with **employed persons** or customers or suppliers of **your** business and for which no fee is charged
2. the maximum **we** will pay under this cover for the total of all damages and **claim costs** as a result of all occurrences during any one **period of insurance** is £250,000.

## Manslaughter costs cover

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

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

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

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £5,000,000.

**We** will not pay

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

## Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

1. any director or **employed person of yours** whilst
  - a. performing their normal duties in connection with the **business**
  - b. work is being carried out on behalf of a director or officer by an **employed person** with **your** consent

- c. acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
2. the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

### Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

### Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage.

1. premises which are leased, let, rented, hired or lent to **you**
2. premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
3. the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

**We** will not provide cover for

1. any **contractual liability**
2. loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement

### 3. clean up costs.

#### Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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

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

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants' costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

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

## **We will not pay**

1. fines, penalties or awards of compensation imposed by a criminal court
2. costs and expenses of an appeal against improvement or prohibition notices
3. costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4. costs and expenses covered by any Legal Expenses insurance
5. costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

## **Limit of indemnity cover**

1. The public liability limit of indemnity shown in **your** certificate is the maximum amount **we** will pay for all damages arising from one **event**.
2. The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.
3. The products liability limit of indemnity shown in **your** certificate is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
4. The terrorist act limit of indemnity shown in **your** certificate is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with **terrorist act**.
5. If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** certificate.
6. **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
7. If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.
8. In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

## What is not covered

### Aircraft and watercraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

1. type of aircraft or spacecraft
2. watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

### Airside exclusion

**We** will not cover claims caused by or arising from any **services** in, or on

1. aircraft
2. airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

### Aviation and hovercraft products exclusion

**We** will not cover claims caused by or arising from any **products** which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

### Asbestos exclusion

**We** will not cover claims caused by or arising from

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

### Contractual liability exclusion

**We** will not cover claims

1. for **contractual liability** in connection with **products**
2. where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
3. to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### Cyber and data exclusion

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

1. any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a. for **bodily injury**
- b. for physical **property damage**
- c. under the Data Protection cover of this section

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

### **Damage to products and services exclusion**

**We** will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

### **Deliberate act exclusion**

**We** will not cover claims

1. caused by or arising from any deliberate act, error or omission
  - a. where the results are intended or expected, or are reasonably foreseeable by **you**
  - b. by anyone other than **you**, so far as cover is requested for their own liability
2. for **clean up costs** in circumstances where **you** have knowingly
  - a. deviated from any regulatory notice, order or protection ruling
  - b. omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible.

### **Employee injury exclusion**

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

### **Employment dispute exclusion**

**We** will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

1. their existing, past or prospective contract of employment with **you**
2. a breach of employment related legislation.

### **Excess exclusion**

The **excess** will apply to each **event** for loss as stated in **your** schedule. In respect of **products**, the **excess** will apply to each **event** during each **period of insurance** that loss occurs as a result of the **event**.

### **Firework products exclusion**

**We** will not cover claims caused by or arising out of fireworks supplied by **you**.

### **Foreign work exclusion**

**We** will not cover claims caused by or arising from work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons resident within the **policy territories**, for up to 30 days in total, during any one **period of insurance**.

### **Hot work exclusion**

**We** will not cover claims caused by or arising out of Hot work other than cooking of food.

### **Intellectual property exclusion**

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

### **North America exclusion**

**We** will not cover claims caused by or arising from

1. any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada

2. **services** in the United States of America or Canada
3. pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

#### **Offshore exclusion**

**We** will not cover claims caused by or arising from any services, offshore.

#### **Overseas establishment exclusion**

**We** will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

#### **Professional duty exclusion**

**We** will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

#### **Punitive damages exclusion**

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

#### **Radioactive contamination exclusion**

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

#### **Recall exclusion**

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

#### **Rectification of defects exclusion**

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

#### **Road Traffic Act exclusion**

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

#### **Second hand electrical products exclusion**

**We** will not cover claims caused by or arising from any second hand electrical products (including e-cigarettes charging devices) supplied by **you**.

#### **Treatment exclusion**

**We** will not cover claims caused by or arising from physical mental or cosmetic treatment (other than first aid treatment or use of proprietary brand cosmetics for make-up manual facial massage or manual facial cleansing).

#### **War risk exclusion**

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



# Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your** policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

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

### AXA Insurance complaints

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

### All claims complaints

#### Telephone

01204 815 359

#### 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.

### The Financial Ombudsman Service

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

#### Telephone

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

#### Fax

0207 964 1001

#### Email

complaint.info@financial-ombudsman.org.uk

#### Website

www.financial-ombudsman.org.uk

## Our promise to you

**We** will

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

The European Commission has also provided an Online Dispute Resolution Service to logging complaints. To use this service, please go to: <http://ec.europa.eu/odr>

\* 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

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

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

## **AXA Insurance UK plc**

Registered in England and Wales No 78950.  
Registered Office: 20 Gracechurch Street,  
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# COMBINED MARKET TRADERS

INSURANCE ASSOCIATION

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