



redefining / standards

This is an example policy wording.

It is a collection of all the professional indemnity insurance documents that may be provided to you, and displays all cover options, features and benefits available.

When you have bought AXA Professional Indemnity Insurance, your own policy documents will be tailored to include only the cover you have selected and will be saved in your secure AXA Account. If you have not selected a cover option or section, it will not feature in your policy documents.

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

AXA Insurance

Business Insurance



Essential information

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Welcome to AXA

Thank you for choosing AXA

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

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

Your policy

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

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

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

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

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

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

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

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

Making a complaint

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

Meaning of defined terms

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

Asbestos

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

Contractual liability

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

Excess

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

Period of insurance

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

Policy

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

Territorial limits

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

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government, or putting any section of the public in fear by threat, force or violence or other means.

We / us / our

AXA Insurance UK plc.

You / your / yourself

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

Meaning of defined terms continued

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

Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There are additional conditions under each section of cover and within some of the optional professional indemnity covers. If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a claim.

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

Cancellation condition

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

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

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

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

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

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

Policy conditions continued

Change in risk condition

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

Changes in your policy condition

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

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

Fraud condition

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

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

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

Then **we** will:

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

Law applicable to this policy condition

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

Misrepresentation and non-disclosure condition

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

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

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

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

Other insurance condition

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

Policy conditions continued

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

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

Payment of premium condition

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

Payment in full

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

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

Payment by instalments

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

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

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

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

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

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

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

Subrogation (our rights) condition

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

Third party rights condition

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

Making a complaint

We aim to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

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

Step One – Making your complaint

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

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

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

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

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

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

Step Two – Contacting AXA Insurance Head Office

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

Please provide the same details to:

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

Tel: 01473 205926

Fax: 01473 205101

E-mail: customercare@axa-insurance.co.uk

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

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

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have made a decision following Step Two.

You have 6 months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

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

Tel: 0845 080 1800

Fax: 020 7964 1001

Our promise to you

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

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

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

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

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

www.axainsurance.com

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Business Insurance

Professional indemnity section

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Professional indemnity

Your policy schedule will show if this section is covered.

Important information about this cover

This cover operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstances** arising from an act, error or omission that occurred before the **previous work date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

Meanings of defined terms

These definitions apply to the Professional indemnity section and are in addition to the **policy** definitions that have already been described on page 5 of the Essential information document. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Professional indemnity section.

Bodily injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim(s)

Any verbal or written demand, notice or communication:

- 1 making an assertion for legal remedy or any other form of compensation or remedy
- 2 containing reference to, or serving notice of, intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint proceedings.

Claim circumstances

Any incident, occurrence, fact, matter or act that **you** were or are aware of that may give rise to a **claim**. This includes any criticism of **your professional business** even if **you** regard this as unjustifiable.

Claim costs

All costs and expenses incurred by **us** or by **you** with **our** written permission relating to the investigation, defence or settlement of any **claim** against **you**, which this **policy** covers.

Documents

Any **documents**, information or data, including computer records and electronic data, which are **your** property or are looked after by or deposited with **you** in the ordinary course of **your professional business** which **you** are responsible. This does not include bearer bonds, coupons, bank or currency notes and negotiable instruments.

Employee(s)

Any person working for **you** in connection with the **professional business**:

- 1 under a contract of service with **you**
- 2 who is hired or lent to **you**
- 3 who is self-employed
- 4 on a voluntary basis and who is under **your** control or supervision.

Professional indemnity section continued

Limit of indemnity

The amount shown in **your policy** schedule as the limit of indemnity.

Loss

The amount that **you** are legally and personally liable to pay due to a **claim**, including judgements, awards of damages, awards of claimant costs and amounts that are related to settlements.

Pollutant

Any contaminant, irritant or other substance including, but not limited to **asbestos**, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Previous work date

The date from when work you performed is covered. This date is shown on **your policy** schedule.

Professional business

Professional services or professional advice directly connected to the activities **you** have declared to **us** and undertaken by **you** or on **your** behalf.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

What is covered

Breach of professional duty

We will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**. Provided that the **claim** is first made against **you** and notified to **us** during the **period of insurance**. And as long as the **claim** and **claim costs** relate to a civil liability, including liability for claimant's costs and expenses, arising out of a breach of **your** professional duty.

Limit of cover

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**. **We** will pay **claim costs** in addition to the **loss**, but the most **we** will pay for **claim costs** is an amount equal to the **limit of indemnity**.

All **claims** from the same act, error or omission or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

We may at any time pay the **limit of indemnity**, **we** will then have no further liability for that **claim** or **claim costs** except those already incurred at the date of payment of the **limit of indemnity**.

Defence and settlement of claims

We have the right, but not the obligation, to take control of **your claim** and conduct the investigation, settlement or defence in **your** name.

If **we** think it is necessary **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with the **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

After taking into account the commercial considerations of the costs of defence **we** may choose to settle a **claim** instead of defending it if **we** do not think there is a reasonable prospect of success.

What is not covered

Asbestos exclusion

We will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

Bodily injury exclusion

We will not cover any **claim** arising out of **bodily injury**.

Breach of patent exclusion

We will not cover any **claim** arising out of any breach of patent.

Breach of confidentiality exclusion

We will not cover any **claim** arising out of any breach of confidentiality committed by **you**.

Construction or installation exclusion

We will not cover any **claim** arising from the conduct of **your professional business** where **you** contract to undertake any construction, erection, installation or maintenance works or manufacture or supply materials or equipment (other than project models or displays) in connection with these works.

Contractual liability exclusion

We will not cover **contractual liability**.

Controlling interest exclusion

We will not cover any **claim** arising from or brought by a firm, company or organisation:

- 1 with a financial interest in **you**
- 2 in which any of **your** partners, directors or principals have a controlling interest, unless the **claim** is brought against **you** by a source independent of that firm, company or organisation.

Defamation exclusion

We will not cover any **claim** arising out of defamation.

Deliberate acts and omissions exclusion

We will not cover any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

Directors liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties.

Professional indemnity section continued

Dishonesty exclusion

We will not cover any **claim** arising out of any dishonest or fraudulent act or omission.

Documents exclusion

We will not cover any **claim** for **loss** of or damage to **documents**.

Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Excess exclusion

We will not pay the **excess** shown in **your policy** schedule. The **excess** does not apply to **claim costs** or to the optional cover for lost or damaged **documents** or court attendance costs.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where these can be identified separately within any award of a Court.

Financial services exclusion

We will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

Goods supplied exclusion

We will not cover any **claim** arising out of any goods or materials **you** have supplied or used, or made arrangements to supply or use or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

Infringement of copyright exclusion

We will not cover any **claim** arising out of any infringement of copyright or registered trademark.

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency or bankruptcy (including any **claim** made by **your** liquidator, provisional liquidator or administrator).

Internet activity exclusion

We will not cover any **claim** arising out of:

- 1 the management of financial transactions
- 2 obscene, blasphemous or pornographic material on the internet.

Professional indemnity section continued

Joint venture exclusion

We will not cover any **claim** arising from a partnership, venture or joint venture of which **you** are a member.

Pollution exclusion

We will not cover any **claim** directly or indirectly involving **pollution**.

Previous claims exclusion

We will not cover any **claim** or any **claim circumstances**:

- 1 that has been notified under any other **policy** before the start of this policy
- 2 that **you** were aware of or should have been aware of before the start of this **policy**.

Previous work exclusion

We will not cover any **claim** or **claim circumstances** arising from the performance of **your professional business** that occurred before the **previous work date**.

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

North American jurisdiction exclusion

We will not cover any **claim** instituted or pursued:

- 1 within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or in which it is contended that the laws of the United States of America or Canada should apply.
- 2 to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Radioactive contamination exclusion

We will not cover any **claim** or **claim circumstances** arising directly or indirectly from:

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

Professional indemnity section continued

Territorial limits exclusion

We will not cover any **claim** arising from any **professional business** activity performed outside the **territorial limits**.

Terrorist act exclusion

We will not cover any **claim** directly or indirectly involving any **terrorist act**.

Trading losses exclusion

We will not cover any **claim** or **claim circumstances** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

Virus exclusion

We will not cover any **claim** arising out of the transmission or receipt of a **virus or similar mechanism**.

War risk exclusion

We will not cover any **claim** arising from or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These are the conditions of the cover and apply throughout **your** Professional indemnity section and any optional covers. These must be read with the 'Policy conditions' in **your** Essential information document.

If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a **claim**.

If **you** are unsure about any of these conditions, please contact **us**.

Admission of liability condition

In the event of a **claim** or discovery of **claim circumstances**, **you** must not:

- 1 admit liability
- 2 incur any **claim costs**
- 3 make any offers of settlement
- 4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstances**

without first obtaining **our** written approval. This applies regardless of any complaints handling procedure or if the amount in dispute is less than **your excess**.

Professional indemnity section continued

Alteration condition

You must tell **us** as soon as possible of any change to the information **you** provided or any new information that could affect this insurance.

Claims notification condition

You must tell **us** as soon as possible within the **period of insurance** about any **claim** against **you**.

Claim circumstances condition

You must tell **us** as soon as possible within the **period of insurance** of **claim circumstances**.

If **claim circumstances** that relate to work **you** performed after the **previous work date** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** about those **claim circumstances** within the **period of insurance**.

Claim control and co-operation condition

You must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

You must co-operate with **us** and anyone appointed on **our** behalf by:

- 1 providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
- 2 assisting to present the best possible defence to a **claim**
- 3 ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstances**, whether or not that information may be privileged
- 4 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
- 5 providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation
- 6 ensuring that all **documents** of any description relevant to any **claim** or **claim circumstances** are preserved and complete

Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the seven days immediately before the end of the **period of insurance** and **you** are unable to tell **us**, but **you** then tell **us** within seven days immediately after the end of the **period of insurance**, **we** will accept that **you** have told **us** during the **period of insurance**.



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It is a collection of all the professional indemnity insurance documents that may be provided to you, and displays all cover options, features and benefits available.

When you have bought AXA Professional Indemnity Insurance, your own policy documents will be tailored to include only the cover you have selected and will be saved in your secure AXA Account. If you have not selected a cover option or section, it will not feature in your policy documents.

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Professional Indemnity

Optional Covers

These are the optional covers that are available under the Professional indemnity section. **Your policy** schedule will show if any of these optional covers apply to **your policy**.

They form part of **your** Professional indemnity section and must be read in conjunction with that document.

Breach of confidentiality

We will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance** and relates to a civil liability, including liability for claimant's **costs** and expenses, arising from an unintentional breach of confidentiality by **you** and that was a breach of **your** professional duty.

The breach of confidentiality exclusion in **your** Professional indemnity section does not apply.

Defamation

We will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance** and relates to a civil liability, including liability for claimant's **costs** and expenses, arising from defamation committed without intentional malice by **you** and that was a breach of **your** professional duty.

The defamation exclusion in **your** Professional indemnity section does not apply.

Infringement of copyright

We will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance** and relates to a civil liability, including liability for claimant's **costs** and expenses, arising from infringement of copyright or registered trademark committed in good faith by **you** and that was a breach of **your** professional duty.

The infringement exclusion in **your** Professional indemnity section does not apply.

Dishonesty of employees

We will cover **you** for any **claim** and **claim costs** arising from the conduct of **your professional business**, made against **you** and notified to **us** during the **period of insurance**, for any civil liability including liability for claimant's **costs** and expenses arising from dishonest or fraudulent acts or omissions by any of **your employees** who are not a principal, partner or director.

In the case of any **claim** arising from any dishonest or fraudulent act or omission:

1. no person committing or condoning dishonest or fraudulent acts or omissions shall be entitled to cover
2. **we** will not cover dishonest or fraudulent acts or omissions committed by any person after **you** discover or have reasonable cause for suspicion of fraud or dishonesty on the part of that person.

Any dishonesty or fraud committed by two or more employees who were acting together will be regarded as one **claim**.

The dishonesty exclusion in **your** Professional indemnity section does not apply.

Dishonesty of employees condition

The Dishonesty notification condition applies to this Optional cover. It must be read with the 'Policy conditions' in **your** Essential information document and the 'Section conditions' in **your** Professional indemnity section.

If **you** do not comply with a condition **you** may lose all right to cover under **your** policy or to receive payment for a **claim**.

If **you** are unsure about any of these conditions, please contact **us**.

Dishonesty of employees claim notification condition

You must tell **us** as soon as possible within the **period of insurance** of the discovery of any dishonest act or omission or any reasonable suspicion that an **employee** has acted dishonestly.

Loss of documents

We will pay reasonable **costs** and expenses for replacing or restoring **documents** that have become lost or damaged in the conduct of the **professional business** provided that the loss or damage:

- 1 occurs whilst the **documents** are in **your** custody or control, in transit or entrusted by **you** to another party
- 2 is discovered by **you** and notified to **us** during the **period of insurance**

We will not pay for **documents** which are stored on a computer system unless those **documents** are duplicated on at least a daily basis, with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

The most **we** will pay in any one **period of insurance** is £100,000 or an amount equal to the **limit of indemnity**, whichever is the lower.

The documents exclusion in **your** Professional indemnity section will not apply.

Loss of documents condition

The Loss of **documents** notification condition applies to this Optional cover. It must be read with the 'Policy conditions' in **your** Essential information document and the 'Section conditions' in **your** Professional indemnity section.

If **you** do not comply with a condition **you** may lose all right to cover under **your** policy or to receive payment for a **claim**.

If **you** are unsure about any of these conditions, please contact **us**.

Loss of documents notification condition

You must tell **us** as soon as possible within the **period of insurance** when **you** discover any loss or damage to **documents**.

Court attendance costs

In the event that any of **your** directors, partners, principals or **employees** are required to attend court in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent, **we** will pay compensation to you at £200 per day for each person required to attend.

Bodily injury arising from breach of professional duty

We will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance** and relates to a civil liability, including liability for claimant's **costs** and expenses, arising from **bodily injury** and that was a breach of **your** professional duty.

This cover does not include **bodily injury** sustained by **you** or any **employee**. The bodily injury exclusion in **your** Professional indemnity section does not apply.

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