This is an example policy wording.

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

When you have bought AXA public liability 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.
## Contents

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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
Business Insurance
Public liability section

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Public liability

Your policy schedule will show if this section is covered.

Meanings of defined terms

These definitions apply to the public liability section and are in addition to the policy definitions that have already been described in the Essential Information document. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the public liability section.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section
2. At your request
   a. any principal for whom you are completing a contract for the performance of work, to the
Public liability section continued

extent required by the contract conditions
b any director or employed person of yours in connection with the business
c any officer or member whilst undertaking their duties in connection with your
i canteen, sports, social, educational or welfare organisations
ii fire, security, first aid, medical or ambulance services
d any director or officer of yours for whom private work is undertaken by any employed person, with your prior consent.

We will only provide cover if each person keeps to the terms, exclusions and conditions of this policy.

Bodily injury
Death, bodily injury, illness or disease

Business
The business, shown in your policy schedule including
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 any 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
Costs and expenses
1 of any claimant whom you or any of the additional persons insured become legally liable to pay
2 incurred with our prior written consent, to investigate or defend a claim against you or any of the additional persons insured and this will include solicitor’s 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.

Electronic data
Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and
Public liability section continued

this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

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.

Event

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

Limit of indemnity

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

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.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or bodily injury directly or indirectly caused by such pollution or contamination

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 territorial limits.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or bodily injury directly or indirectly caused by such pollution or contamination

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 territorial limits.
Public liability section continued

What is covered

Awards of damages cover

We will pay the amount of damages for which you, or any of the additional persons insured, are liable at law and claim costs in respect of accidental

1. bodily injury to any person
2. loss of or damage to material property
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

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

Claims costs cover

We will pay 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 £250 per day for each day that your attendance is required at court, if we request any director, partner or employed person to attend 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 pay the amount of damages for which you are liable at law and claim costs in respect of accidental

1. bodily injury
2. loss of or damage to material property not owned or held in trust by you or in your custody or control

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
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 such liability provided that we will not make any payment

i. for loss of or damage to any motor vehicle referred to in a or b above
ii. 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
iii. where cover is provided by another insurance policy.
Public liability section continued

Cross liabilities cover
Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate policy had been issued to each, but the total amount payable by us on behalf of all shall not in any circumstances exceed the limit of indemnity.

Data Protection cover
If you are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) we will cover you in respect of your legal liability to pay compensation for damage or distress occurring during the period of insurance in the course of the business.

We will not cover:
1 recording or providing information for reward or for working out the financial status of any person
2 a deliberate act or failure

The maximum amount we will pay in total during any one period of insurance is £250,000.

Defective Premises Act cover
We will pay the amount of damages for which you are liable at law and claim costs in respect of accidental bodily injury or loss of or damage to material property, occurring during the period of insurance arising out of premises you have disposed of but had previously owned in connection with the business.

We will not cover 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.

We will not cover any liability for which you are covered under any other insurance policy.

Manslaughter costs cover
We will pay for 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 or any of the additional persons insured 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.

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 in connection with the proceedings.

The maximum we will pay for manslaughter costs, in total 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 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 insured by any other policy
6. costs and expenses of any investigation or prosecution brought other than under the laws of the territorial limits.

Personal liability cover
At your request, we will pay the amount of damages for which any of your directors, partners or employed persons or their spouse or children are liable at law and claim costs, in respect of accidental
1. bodily injury
2. loss of or damage to material property, not owned by or held in trust by you or them, or in your or their custody or control occurring during the period of insurance, incurred in a personal capacity during temporary visits anywhere in the world in connection with the business, other than
   a. arising out of the ownership or occupation of land or buildings
   b. where cover is provided under any other insurance
   c. in circumstances which a policy or section exclusion applies.

Safety legislation costs cover
We will pay for safety legislation costs, in respect of any bodily injury or loss of or damage to material property occurring during the period of insurance, in circumstances where there is also a claim or potential claim against you or any of the additional persons insured, for damages covered by this section.
Public liability section continued

**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.

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** in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs**, in total 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 insured by any other policy

5. costs and expenses of any investigation or prosecution brought other than under the laws of the **territorial limits**.

**Temporary employee cover**

The total number of directors, partners or **employed persons** ordinarily working in connection with the **business** is shown in your policy schedule. However if **employed persons** are engaged on a temporary basis and the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than 50 days, the cover under this section will automatically be provided and **you** do not need to pay an additional premium or change the number of people shown in **your policy** schedule.
Limit of cover

The maximum we will pay for the total of all damages arising from one event is the limit of indemnity and in respect of either
1 pollution and contamination and/or
2 terrorist act
the limit of indemnity is also the maximum we will pay for damages arising from all such claims during any one period of insurance.

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

We will pay claim costs in addition to the limit of indemnity.

In respect of any claim or claims, we may at any time pay the limit of indemnity, 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, except for claim costs incurred before the date of the claim payment.

What is not covered

Aircraft and watercraft exclusion
We will not cover legal liability arising from you owning, possessing or using any
1 aircraft
2 watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon).

Airside exclusion
We will not cover legal liability arising in connection with work undertaken in or on
1 aircraft or watercraft
2 airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft ordinarily have access.

Asbestos exclusion
We will not cover legal liability in any way arising from or contributed to by
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.
Public liability section continued

**Contractual liability exclusion**
We will not cover *contractual liability*, liquidated damages or any contractual fines or amounts payable under penalty clauses.

**Damage to own goods supplied or own works exclusion**
We will not cover loss of or damage to goods or materials supplied or for use by you, or any work, process or other operation that you or anyone on your behalf are carrying out or have completed. This exclusion will not apply to goods, materials or work, process or other operation previously supplied, used, carried out or completed under a separate contract.

**Date recognition exclusion**
We will not cover legal liability arising out of failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date.

**Design and advice and treatment exclusion**
We will not cover legal liability arising from
1. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or given for a fee
2. physical, mental or cosmetic treatment of any person (other than first aid treatment).

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

**Excess exclusion**
We will not cover you for the amount of the *excess* shown in your policy schedule.

**Fines and penalties exclusion**
We will not cover liquidated damages, fines and penalties.

**Foreign manual work exclusion**
We will not cover legal liability arising outside the *territorial limits*, except in respect of temporary visits elsewhere, by persons ordinarily resident within the *territorial limits*, where no manual work is involved.

**Offshore exclusion**
We will not cover legal liability arising in connection with any work offshore.

**Pollution and contamination exclusion**
We will not cover legal liability arising from *pollution or contamination*, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the *period of insurance*. All *pollution or contamination* which arises out of one incident will be considered to have happened at the time the incident takes place.
Property under your control exclusion
We will not cover loss or damage to property owned by you or which is held in your care, custody or control.
This exclusion does not apply to
1 premises which are leased, let, rented, hired or lent to you, as long as a tenancy or other agreement does not
   a give rise to contractual liability
   b say that loss or damage must be insured under a property insurance policy arranged by you or on your behalf
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 employed persons or visitors vehicles or effects while on your premises.

Radioactive contamination exclusion
We will not cover you for legal liability resulting or arising from
   a ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Recall/refunds exclusion
We will not cover loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of goods or materials supplied or used.

Rectification of defects exclusion
We will not cover
1 the cost or value of any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken
2 expenditure incurred by anyone in
   a investigating, or providing a remedy for
   b removing, reinstating, replacing, reapplying or rectifying any defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

Road Traffic Act exclusion
We will not cover legal liability arising out of the ownership, possession or use by you or on your behalf or use by any of the additional persons insured of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

War risk exclusion
We will not cover you for legal liability caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
Public liability section continued

Section conditions

These are the conditions of the cover and apply throughout your public liability section. These must be read with the ‘Policy conditions’ in your Essential information document.

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

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

Alteration condition

1. You must tell us as soon as possible of any alteration to your business, change to the information you provided or any new information that could affect this insurance.

2. This policy is agreed specifically on the basis that you have declared and will continue to declare the total number of directors, partners or employed persons working in connection with the business and that this will not exceed a maximum of 8 people.

Basis of rating condition

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

1. You must tell us as soon as possible if this number changes. You must pay an extra premium or we will make a refund for the remaining period of insurance, based on our normal rates applicable at that time. If you request a change to the number in excess of 8 people, we may then cancel this policy in accordance with the cancellation condition.

2. In the event that a claim arises and you have not told us of a change to the number of employed persons, we will not refuse to deal with your claim solely on these grounds, so long as:
   a. the total number of directors, partners and employed persons does not exceed 8 people.
   b. you pay an extra premium, equal to the premium that would have been charged, had you declared the correct number of people during each period of insurance.
Public liability section continued

Claims notification condition
You must
1 as soon as practical
   a give us notice of any circumstances which might lead to a claim under this policy
   b give us all the information we request
2 immediately
   a on receipt send us every letter, writ, summons or other documents served upon you
   b tell us about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this policy
   c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

Claims procedures condition
1 You must take or allow others to take practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim
2 At your expense you must provide us with
   a full details in writing of any injury, loss or damage and any further information or declaration we may reasonably require
   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 to
   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.
Public liability section continued
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