



Policy wording

Excess of loss Liability

Contents

Welcome to AXA	3
Policy definitions	4
What is covered	5
Policy conditions	6-7

Making a complaint	8-9
--------------------	-----

Welcome to AXA

Thank you for choosing AXA

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 **us** or **your** insurance adviser.

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 a word means and are highlighted in bold print.

Headings have been used for **your** guidance and 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 the **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' at the end of the **policy**.

Policy definitions

These definitions apply throughout **your policy** and are highlighted in bold.

Policy

The policy and schedule and any endorsements attached or issued.

Primary insurer

Insurer of the **primary policy**, shown in **your** schedule.

Period of insurance

The period from the start date to the expiry date shown in **your** schedule.

Primary policy

Policy providing the first underlying limit of indemnity, issued by the **primary insurer** and numbered as shown in **your** schedule.

Underlying limit

Total of the limit, or limits of indemnity, provided by the **underlying insurance**.

Underlying insurance

Primary policy and all policies providing cover for limits of indemnity in excess of the **primary policy** up to an amount at which the cover provided by this **policy** attaches

Underlying insurer

Insurer of the **primary policy** and all other insurers providing limits of indemnity in excess of the **underlying insurance** up to the limit of indemnity provided by this **policy**.

We / us / our

AXA Insurance UK plc.

You / your

The firm, company or organisation shown in **your** schedule as the insured.

✓ What is covered

We will provide cover in accordance with the terms, exceptions, conditions and any endorsements of the **underlying insurance** which is in force during the same **period of insurance** as this **policy**, for amounts that **you** are legally liable in excess of the **underlying limit**.

Any payment by **us** will be made only after the **underlying insurer** has admitted liability for, or has paid or agreed to pay, the full amount of the **underlying limit**, after taking into account all recoveries and other rights of action.

Payment by **us** will also be subject to any additional terms, conditions and endorsements of this **policy** which are not contained in the **underlying insurance**.

Aggregate underlying limits cover

If the terms of the **underlying insurance** contain an aggregate limit not less than the **underlying limit** shown in **your** schedule and solely because of a claim or claims during the **period of insurance**, the **underlying insurer**, has paid, or has been held liable to pay, all or part of the amount of this aggregate limit, **we** will

- 1 provide cover in excess of any reduced **underlying limit**, for the remainder of the **period of insurance**
- 2 continue this **policy** in force for the remainder of the **period of insurance**, in accordance with the terms of the **primary policy**, if the **underlying limit** is paid in full.

Limit of indemnity

We will not pay more than the limit of indemnity shown in **your** schedule in respect of

- 1 any one claim or series of claims arising from one source or original cause
- 2 all claims arising during the **period of insurance** for which there is an aggregate limit in the **underlying insurance**.

Policy conditions

These are conditions of the cover that apply to **your policy**. 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 the conditions or whether **you** need to notify any matter, please contact **us**.

Change of circumstances or underlying terms condition

You must tell **us** as soon as possible of any change in circumstances during the **period of insurance** which may affect this insurance.

Any changes in the terms or conditions of the **underlying insurance** shall not apply to this **policy** unless agreed by **us**. **We** do not have to accept any request to change **your** cover.

If **we** accept any change to the cover, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims consultation condition

You must give **us** notice as soon as practical of any claim which could reasonably be anticipated to exceed 75% of the underlying limit.

If such a claim should arise, **you** must consent to allow to **us** to consult with the **underlying insurer** in connection with subsequent payments under the **underlying insurance**.

If **you** do not comply with this condition **we** have the right to refuse to pay **your** claim.

Costs and expenses condition

If the **underlying insurance** provides for costs and expenses to be payable in addition to the limit of indemnity, **we** will only pay costs and expenses proportionate to the amount payable under this **policy**, excluding costs and expenses, compared to the total sum payable under all contributing insurances, excluding costs and expenses.

If the **underlying insurer** has taken a right under their insurance to pay the limit of indemnity of the **underlying policy** and only be liable for costs and expenses for which they are responsible up to the time of payment, then **we** will not pay costs and expenses for which the **underlying insurer** would have been liable, had they not taken that right.

Insolvency of underlying insurer condition

We will not have any additional responsibility under this policy if, due to their insolvency or having entered into liquidation, or their affairs being subject to any scheme of administration or receivership approved by a court, the **underlying insurer** is unable to, or refuses to pay any claim or fails to meet commitments.

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, nor will **we** 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.

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 **your policy**, please contact the agent or AXA office where it was bought. 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:



Tel: **01204 815359**



Email: **commercial.complaints@
axa-insurance.
co.uk**

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

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

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

Beyond AXA

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

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if we have given **you our** final decision.

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

The Financial Ombudsman Service



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



Telephone:
0800 023 4567*
or **0300 123 9123****

Fax: **020 7964 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 or 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).

* 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.

www.axa.co.uk

AXA Insurance UK plc

Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG.

A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Telephone calls may be monitored or recorded.

