



Excess Liability...created

Policy Wording

POLICY INFORMATION

This Policy is underwritten by AXA Insurance UK plc and other insurance companies (the **Insurer**) and is administered by Origin UW Limited in accordance with the authority granted under their binding authority agreements

The Insurer in consideration of the payment of the Premium shall provide insurance against loss destruction damage or liability occurring at any time during the **Period of Insurance** (or subsequent period for which the Insurer accepts a renewal premium) in accordance with the section of the Policy shown as operative in the Schedule subject to the exclusion provision and conditions of the Policy

Although reference is made at various points in this clause to 'this contract' in the singular where circumstances so require this should be read to reference to contracts in plural

Each Insurer is only liable in respect of the cover provided under the section(s) of this Policy shown against them below

All other Sections

AXA Insurance UK plc Registered in England and Wales No 78950 Registered Office
5 Old Broad Street London EC2N 1AD 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



Signed for and on behalf of the Underwriters
Dawn Henderson Managing Director

Origin UW Limited is Registered in England and Wales No 08650779
Registered Office: First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED

The **Insured** can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

MAKING A CLAIM

To report or make a claim follow the instructions provided in the General Conditions - Claims Notification

To register a claim you should contact AXA Insurance UK plc

Claims Helpline: Liability 01204 380 480 or email liabilityclaims.ins@axa-insurance.co.uk

If you have a need to seek additional assistance please contact your insurance agent

HOW TO COMPLAIN

If you have any enquiry or complaint arising from your Policy please contact your insurance agent who arranged the Policy for you or the office of Origin UW Limited at First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED quoting the Policy number in all cases

If you are not satisfied with the way in which a complaint has been dealt with please write to

The Managing Director
Origin UW Limited
First Floor
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

After this action if you are still not satisfied with the way your complaint has been dealt with you should pass your complaint to AXA Insurance

AXA Insurance aims to provide the highest standard of service to every customer. If our service does not meet your expectations we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

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

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

Alternatively you can write to us at

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

Tel: 01204 815359

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

When you make contact please tell us the following information

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

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

Beyond AXA

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

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have given you our final decision. You have six months from the date of our final response to refer your complaint to the FOS.

This does not affect your right to take legal action.

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

Tel: 0800 023 4567*

Tel: 0300 123 9123**

Fax: 020 7964 1001

Email: complaint.info@financialombudsman.org.uk

Web: www.financialombudsman.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 recorded and monitored

Making a complaint

* 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

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)

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

IMPORTANT INFORMATION

Employers Liability Tracing Office (ELTO)

In accordance with the Employers Liability Insurance Disclosure by Insurers Instrument 2010 made by the Prudential Regulation Authority (PRA) and Financial Conduct Authority (FCA) the **Insurer** will be required to provide some of the **Insureds** information to the Employers Liability Tracing Office (ELTO)

The information supplied by the **Insurer** in accordance with this requirement will be added to an electronic database that will be managed by the Employers Liability Tracing Office (ELTO) and will be subject to periodic update and certification and will be audited annually

Access to the database and the information stored on it will assist claimants their appointed representatives employers liability insurers and other persons or entities with legal access to the information to

- identify which insurer or insurers provided employers liability insurance during the relevant period(s) of employment and
- identify the relevant employers liability insurance policies

The information supplied to the Employers Liability Tracing Office (ELTO) will include

- policy number(s)
- Employers previous and current names and addresses (including subsidiary companies)
- Coverage dates
- Companies house reference numbers where relevant
- Her majesty's revenue and custom employer reference numbers

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy If you do not have access to the internet please contact us and we will send you a printed copy

INDEX

	Page Number
General Conditions	6

SECTIONS

Excess of Loss	7
----------------	---

GENERAL CONDITIONS

These apply to all Sections of the Policy unless stated to the contrary under the conditions contained in the Sections

1. Sanctions

This contract of insurance is subject to sanction prohibition or restriction under United Nations resolutions. It is a condition of the **Policy** that the **Insurer** will not provide cover or pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** or their 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.

2. Cancellation

- a) The **Insured** may cancel the **Policy** within 14 days of receiving the **Policy** in the first **Period of Insurance** if for any reason the **Insured** is dissatisfied or the **Policy** does not meet their requirements.
- b) The **Insured** may cancel the **Policy** at any time if the **Business** is sold by them or ceases to trade or the **Property** shown in the Schedule is sold.
- c) The **Insurer** can cancel the **Policy**
 - i. at any time by giving 30 days written notice to the **Insureds** last known address.
 - ii. immediately without giving notice if the premium has not been paid.

Where the **Policy** is cancelled in accordance with any of the above provisions the **Insurer** will refund part of the premium paid proportionate to the unexpired **Period of Insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **Period of Insurance**. Cancellation of the **Policy** will not affect any claims or rights the **Insured** or the **Insurer** may have before the date of cancellation.

The **Insurer** does not have to offer renewal of the **Policy** and cover will cease on the expiry date.

EXCESS OF LOSS SECTION

DEFINITIONS

Business

The Business shown in the Schedule

Insured

The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

Insurer

The insurers as shown on the Policy Schedule

Period of Insurance

The period from the start date to the expiry date shown in the Schedule

Policy

Policy Schedule and Endorsements attached or issued

Primary policy

Policy providing the first underlying limit of indemnity issued by the **Underlying Insurer** and numbered as shown in the **Insureds** Schedule

Underlying Limit

The total of the limit or limits of liability provided by the **Underlying Insurance** or Insurances as stated in the Schedule

Underlying Insurers

The **Primary Policy** Insurer and all insurers providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit** as stated in the Schedule

Underlying Insurance or Insurances

The **Primary Policy** and all policies providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit** as stated in the Schedule

COVER

The **Insurer** will indemnify the **Insured** subject to the terms of this **Policy** and the Limit of Indemnity against legal liability in accordance with the terms of the **Primary Policy** stated in the Schedule which is incorporated herein and which shall run concurrently with this Section

Provided that

- a) No liability shall attach to the **Insurer** unless and until the **Underlying Insurer(s)** have admitted liability or have paid or agreed to pay the full amount of the **Underlying Limit** after making deductions for all recoveries salvages and other valid and collectable insurances
- b) All **Underlying Insurance** or Insurances shall be maintained in full effect during the currency of this **Policy** except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the **Period of Insurance**

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section in respect of or arising out of

- a) any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source
- b) all claims arising during the **Period of Insurance** in respect of which there is an aggregate limit in the **Underlying Insurance** or Insurances

will not exceed the Limit of Indemnity stated in Schedule

CONDITIONS

1. Costs and Expenses

If the **Underlying Insurance** or Insurances provide(s) for costs and expenses payable in addition to the Limit of Indemnity the liability of the **Insurer** for costs and expenses shall be limited to that proportion which the amount payable under this Section excluding such costs and expenses bears to the total sum payable under all contributing insurances excluding such costs and expenses

If the **Underlying Insurer(s)** have invoked a right under their insurance or insurances to pay the limit(s) of indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment that the **Insurer** shall be liable for costs and expenses for which the **Underlying Insurer(s)** would have been liable had they not invoked that right

2. Exhaustion of Underlying Limit

If the **Underlying Limit** is exhausted by claims paid by **Underlying Insurer(s)** or which they have been held liable to pay the **Insurer** shall in the event of

- a) partial exhaustion provide indemnity in excess of the reduced **Underlying Limit** for the remainder of the **Period of Insurance**
- b) total exhaustion continue this Section in force as the underlying insurance for the remainder of the **Period of Insurance** subject to the terms of the **Primary Policy**

3. Claims Notification and Consultation

The **Insured** shall give written notice to the **Insurer** immediately upon being made aware of an occurrence reasonably likely to produce a claim which exceeds 50% of the **Underlying Limit**. In respect of such occurrence the liability of the **Insurer** under this Section shall be subject to the **Insurer** having the right to consult with the **Underlying Insurer(s)** in connection with subsequent payments under the **Underlying Insurance** or Insurances

4. Alteration

No material alteration to the **Underlying Insurance** or Insurances making any changes in the terms and conditions of such **Underlying Insurance** or Insurances shall apply to this Section unless otherwise agreed by the **Insurer**

5. Liquidation

The **Insurer** shall not be liable for the failure of the **Underlying Insurer(s)** to meet their commitments under the **Underlying Insurance** or Insurance(s) due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by a court

ORIGIN UW LIMITED

Registered Office:

First Floor
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

Origin UW Limited is Registered in England and Wales No 08650779