



Policy wording

# Management Liability for members of the ICAEW Volunteering Community

January 2021

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# 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 any **insured person** has any questions, needs anything explaining or believes this contract does not meet any **insured person's** needs, please contact **us** or any **insured person's** insurance adviser.

## Any insured person's policy

This **policy** is a contract of insurance between any **insured person** and **us** and any **insured person** has a duty to make a fair presentation to **us** in accordance with the law. Any **insured person's policy** is a legal contract between any **insured person** and **us**. As such any **insured person** must disclose all information relevant to this insurance and not make any statement which is incorrect.

The **policy** describes the insurance cover for which **we** have accepted any **insured person's** premium.

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

Any **insured person's policy** booklet is divided into a number of sections and must be read together with any **insured person's** schedule and any endorsements. Where a section does not apply, any **insured person's** schedule will state that it is 'not covered'.

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what a word means and are highlighted in bold blue print. Details of the Policy definitions can be found on page 14.

Headings have been used for any **insured person's** guidance and do not form part of the contract.

To help any **insured person** understand the cover provided **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 exclusions, the Policy conditions and the Section conditions at all times.

Under the heading 'What is not covered' **we** draw any **insured person's** attention to what is excluded from any **insured person's policy**.

## Making a claim

If any **insured person** needs to make a **claim** please first check any **insured person's policy** to make sure any **insured person** is covered. Any **insured person** must then follow the instructions provided on pages 5 and 6 under the Claims notification condition and Claims procedures condition under Policy conditions.

Please contact any **insured person's** insurance adviser who will help **us** deal with any **insured person's claim** quickly and fairly.

## Making a complaint

If any **insured person** is not happy with the way in which a **claim** or any other matter has been dealt with, please read 'Making a complaint' on page 19 of the **policy**.

# Policy conditions

Any **insured person** must comply with the following conditions to have the full protection of any **insured person's policy**. If any **insured person** does not comply then **we** may at **our** option take one or more of the following actions:

- 1 Cancel any **insured person's policy**;
- 2 Declare any **insured person's policy** void (treating any **insured person's policy** as if it had never existed);
- 3 Change the terms of any **insured person's policy**;
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of any **claim** payments.

If any **insured person** is unsure about any of these conditions or whether any **insured person** needs to notify **us** about any matter, please contact **us**.

## Arbitration condition

If **we** agree to pay any **insured person's claim** and any **insured person** disagrees with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of any **insured person's** business, any **insured person** may be able to refer any **insured person's** case to the Financial Ombudsman Service (FOS). In either case this will not affect any **insured person's** right to take legal action against **us** over this disagreement.

## Claims conditions

Any **insured person** must reimburse **us** for any **defence costs** paid where it is later determined that there is no cover under this **policy**.

If a **claim** is made which is not completely covered by any section of this **policy**, **we** will do **our** best to agree with any **insured person** a fair allocation between **loss** that is covered and **loss** not covered by this **policy**.

## Claims notification condition

Any **insured person** must:

- 1 as soon as possible within the **period of insurance** or at the latest within 45 days after it expires:
  - a give **us**, and the **crisis public relations consultants** where appropriate, notice of any **claim** under this **policy**, in accordance with the terms of each section
  - b give **us**, and the **crisis public relations consultants** where appropriate, all the information **we** request
- 2 immediately
  - a on receipt send **us** every letter, court order, summons or other legal documents served upon any **insured person**
  - b tell **us** about any **investigation**, prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim**, in accordance with the terms of each section
  - c unless otherwise agreed by **us** in writing, notify the police of any fraudulent or criminal activity upon discovery.

## Policy conditions *continued*

If any **insured person** does not comply with this condition **we** have the right to refuse to pay the **claim**.

### Claims procedures condition

- 1 Any **insured person** must take, or allow others to take, practical steps to minimise any **claim**.
- 2 At any **insured person's** expense any **insured person** must provide **us** with
  - a full details in writing and any further information **we** may reasonably require
  - b any assistance to enable **us** to settle or defend a **claim**
  - c details of any other relevant insurances.
- 3 Any **insured person** may appoint legal representation with **our** prior written consent. Where **we** agree to any **insured person's** legal representation, the maximum following hourly rates shall apply:

Partner – £185 per hour,  
Associate – £150 per hour,  
Solicitor – £115 per hour,  
Paralegal – £90 per hour.

Where a **claim** is made against more than one **insured person**, unless there is a conflict of interest, the same legal representative should be used. If it is not possible to obtain **our** consent before incurring **defence costs**, **we** will agree to this providing **our** agreement is obtained within 14 days.

4 Any **insured person** must not accept, negotiate, pay, settle, admit or reject any **claim** without **our** prior written consent.

5 **We** have the right to fully participate in the defence of any **claim** including the negotiation of any settlement. **We** will also have the right to defend any **claim** made against any **insured person**.

If any **insured person** does not comply with this condition **we** have the right to refuse to pay any **insured person's claim**.

### Fair presentation of risk condition

Any **insured person** has a duty to make a fair presentation of the risk any **insured person** wishes to insure. This applies prior to the start of any **insured person's policy** and prior to each renewal. If any **insured person** does not comply with this condition then

- 1 If failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make any **insured person's policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return any **insured person's** premiums, or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had any **insured person** made a fair presentation, then **we** can elect to make any **insured person's policy** void and return any **insured person's** premium, or

## Policy conditions *continued*

- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had any **insured person** made a fair presentation of the risk then **we** can:
  - a reduce proportionately any amount paid or payable in respect of any claim under any **insured person's policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had any **insured person** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable; and/or
  - b treat any **insured person's policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had any **insured person** made a fair presentation
- 4 Where **we** elect to apply one of the above then
  - a if **we** elect to make any **insured person's policy** void, this will be from the start of the **policy** or the date of renewal
  - b **we** will apply the formula calculated by reference to the premium that would have been charged to **claims** from the start of the **policy** or from the date of renewal

- c **we** will treat any **insured person's policy** as having different terms imposed from the start of the **policy** or from the renewal date

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

## Fraud condition

If any **insured person** or anyone acting for any **insured person**:

- 1 knowingly makes a fraudulent or exaggerated claim under any **insured person's policy**;
- 2 knowingly makes a false statement in support of a **claim** (whether or not the **claim** itself is genuine); or
- 3 knowingly submit a false or forged document in support of a **claim** whether or not the **claim** itself is genuine,

**we** will:

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

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

## Law applicable to this policy

Any **insured person** and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and any **insured person** agree otherwise, the Law of England and Wales will apply to this **policy**.

## Notification of potential claims

Any **insured person** may give **us** notice of any **circumstance** which might reasonably be expected to lead to a **claim** under this **policy** giving reasons for the expectation and including full details of the people and dates involved.

Where **we** accept the **circumstance** any future **claim** arising from this **circumstance** shall be deemed to have been made in the **period of insurance** in which the **circumstance** was first notified.

## Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of any **insured person's policy** that **we** will not provide cover, or pay any **claim** or provide any benefit under any **insured person's 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.

## Severability condition

All information which any **insured person** provided before **we** agreed to insure any **insured person** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

## Subrogation (our rights) condition

**We** will be entitled to undertake in any **insured person's** name or on any **insured person's** 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 any **insured person** or **us** because of the Contract (Rights of Third Parties) Act 1999.

# Policy exclusions

Any **insured person's policy** is subject to exclusions and these tell any **insured person** what is not covered.

The Policy exclusions are set out below and apply to any **insured person's policy** as a whole. There are also specific exclusions under each section of cover under the heading 'What is not covered'.

## Bodily injury or property damage exclusion

We will not cover any **claim, loss** (as defined in each section of the **policy**) or **investigation**:

- 1 for psychological or emotional distress other than an **employment practice claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 for the loss, damage or destruction of any tangible property including loss of use of that property

unless arising directly from any **insured person's** breach of a duty of care. Cover shall apply solely in excess of any other insurance **policy** available to any **insured person** or an **insured person's policy**.

## Defined benefit pension schemes exclusion

We will not cover any **claim, loss** or **investigation** caused by:

- 1 an **insured person's** operation or administration of any defined benefit pension scheme

- 2 an **insured person's** breach of any legislation or regulation relating to any defined benefit pension scheme.

Any **insured person's policy** is subject to exclusions and these tell any **insured person** what is not covered.

The Policy exclusions are set out below and apply to any **insured person's policy** as a whole. There are also specific exclusions under each section of cover under the heading 'What is not covered'.

## Excess exclusion

We will not pay the **excess** detailed in any **insured person's policy** schedule. The **excess** shall only be payable at the conclusion of any **claim** and/or **investigation**.

## Prior claims, investigations and circumstances exclusion

We will not cover any **loss** or **investigation** caused by any **claim, investigation** or **circumstance** which any **insured person** was aware of before the start of the **period of insurance**.

## Prior litigation exclusion

We will not cover any **claim, loss** or **investigation** caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person** started before the date of any **insured person's** first purchase of Directors and officers' liability insurance or Professional indemnity insurance.

# Legal liability section

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## Meanings of defined terms

Any **insured person** can find the meanings for words in bold blue on page 14.

## Limit of cover

The most **we** will pay for any one **claim** including **defence costs** and/or **investigation costs** is the **limit of liability**.

Each **claim** will be treated as being made when **we** receive written notice of the **claim**. **Investigation costs** will be treated as being made when attendance of an **insured person** is notified as being required.

## ✓ What is covered

### Additional limit for non-indemnifiable loss cover

Where the **limit of liability** has been exhausted, the **limit of liability** shall be increased by £100,000 per **claim** and/or **investigation** for each **insured person** provided that such limit shall be excess of:

- 1 any other available insurance
- 2 any other available indemnification.

### Bail costs cover

**We** will pay on behalf of any **insured person** **bail costs** caused by a **claim** for a **wrongful act**.

**Circumstance investigation costs cover**

We will pay the costs of **rradar** legal in the investigation of any **circumstance** reported to **us** during the **period of insurance** including the steps that might be appropriate to avert or reduce the potential of a **claim**.

The most **we** will pay for all **circumstance investigation claims** in any one **period of insurance** is £25,000.

**Claims against an insured person cover**

We will pay the **loss** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

**Compensation for court attendance cover**

We will pay any **insured person** at the rate of £250 per day for each **insured person** and any accompanying husband, wife, civil or unmarried partner provided such **insured person's** attendance is needed in court in connection with any **claim** or **investigation**.

**Crisis public relations costs cover**

We will pay **crisis public relations costs** for any **insured person** caused by a **claim** for a **wrongful act**.

**Deprivation of assets cover**

We shall pay the **loss** of any **insured person** for **deprivation of asset expenses**.

The most **we** will pay under this cover is £100,000 for any one **claim**. This is also the most **we** will pay for all **deprivation of asset claims** in any one **period of insurance**.

**Employment practice claims cover**

We will pay for the **loss** caused by an **employment practice claim** during the **period of insurance** brought by a current, former or potential **employed person**.

**Extradition proceedings cover**

We will pay, for any **insured person**, the **loss** caused by any **extradition proceedings** against any **insured person** during the **period of insurance** caused by a **claim** for any **wrongful act**.

**Investigation costs cover**

We will pay the **investigation costs** caused by an **investigation** first notified as being required during the **period of insurance**.

**Manslaughter claims cover**

We will pay for the **defence costs** which you are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

**Pension/employee benefit schemes cover**

We will pay for the **loss** caused by a **claim** for a **wrongful act** in connection with an **insured person's** operation or administration of any of any **insured person's** pension schemes (other than a defined benefit scheme), employee benefit schemes or trust funds.

**Pollution claims cover**

We will pay for the **loss** arising from **pollution** caused by a **claim** for any **wrongful act**.

### Retired insured person cover

In the event that this **policy** is not renewed or replaced with a similar policy, cover will continue for any **insured person** who voluntarily stops being an **insured person** before the date of non-renewal for reasons other than disqualification from holding such a position.

Cover will continue for an unlimited period from the date of non renewal (the 'run-off period'), provided that:

- 1 cover will only apply to **claims** caused by any **wrongful act** carried out or alleged before the date of retirement of the **insured person**
- 2 the run-off period will run at the same time as any extended notification period
- 3 no similar insurance is in place elsewhere.

### Safety legislation claims cover

We will pay for the **loss** which any **insured person** is legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

## x What is not covered

### Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- 3 an act intended to obtain or which does obtain a profit for any company other than the voluntary group they are acting for where an **insured person** is a director, officer or employee of that company.

This exclusion will only apply after a court ruling or an admission by an **insured person** that such an act did take place.

### Related party claims in the United States of America exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **claim** brought by an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to:

- 1 **defence costs**
- 2 any **claim** brought by a liquidator, receiver or administrative receiver or similar body
- 3 any **employment practices claim**

## Legal liability section *continued*

- 4 any **claim** made by a previously **insured person** of the voluntary group they are acting for
- 5 any **claim** seeking a contribution or indemnity if that **claim** would be covered by this section if made against an **insured person**.

### **Specific United States of America legislation exclusion**

**We** will not cover any **claim, loss** or **investigation** caused by the following legislation in the United States of America:

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

# Meanings of defined terms

## Contents of this section

Meanings of defined terms 14

These meanings apply throughout any **insured person's 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.

### **Bail costs**

Costs agreed with **us**, to pay for a bond to guarantee an **insured person's** bail or equivalent in another country as required by a court of law.

### **Circumstance**

Any verbal or written complaint made against an **insured person** that could give rise to a **claim**. This does not include any routine employee disciplinary action or employee dismissal.

### **Claim**

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an **employment practice wrongful act**.

### **Crisis public relations consultants**

Chelgate Limited, No 1 Tanner Street, London SE1 3LE.

### **Crisis public relations costs**

Costs incurred by the **crisis public relations consultants** following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to any **insured person's** reputation from negative publicity or media attention.

## Meanings of defined terms *continued*

### Defence costs

Costs agreed with us, in writing, to:

- 1 investigate or defend any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

### Deprivation of assets expenses

Costs and expenses of any **insured person** paid directly to the provider of the services listed below as a direct result of any interim or interlocutory order confiscating or suspending the rights of ownership over personal assets or real property of any **insured person** during the period of insurance

- 1 schooling;
- 2 housing;
- 3 utilities; or
- 4 personal insurances.

Such costs and expenses shall only be paid where a personal allowance has been directed by a Court to meet such payments and that personal allowance has been exhausted.

### Employed person

Anyone:

- 1 under a contract of service or apprenticeship with the voluntary group an **insured person** is acting for or a worker as defined in Section 230 of the Employment Rights Act 1996
  - 2 who is
    - a employed by the voluntary group an **insured person** is acting for or for the voluntary group an **insured person** is acting for on a labour only basis
    - b hired to the voluntary group an **insured person** is acting for or borrowed by the voluntary group an **insured person** is acting for from another employer
    - c a voluntary helper or someone taking part in a work experience or training scheme
- and under the voluntary group an **insured person** is acting for control or supervision.

### Employment practice claim

- 1 Any **claim** by any **employed person** for any actual or alleged:
  - a wrongful, unfair or constructive dismissal, discharge or termination of employment
  - b breach of written or implied contract
  - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
  - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
  - e **retaliatory treatment**
  - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of any **insured person** employing any current, former or prospective **employed person**.

## Meanings of defined terms *continued*

### Employment practice wrongful act

- 1 Any actual or alleged act, conduct, error or omission carried out or attempted by an **insured person** or a third party where any **insured person** is held to be legally responsible for any actual or alleged:
  - a wrongful, unfair or constructive dismissal, termination of employment
  - b breach of written or implied contract
  - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
  - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
  - e **retaliatory treatment**
  - f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

- 2 Any other **claim** happening only as a result of any **insured person** employing any current, former or prospective **employed person**.

### Employment related benefits

Any payment to an **insured person** as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

### Excess

The first amount of any **claim** or **claims** as detailed in any **insured person's policy** schedule for which any **insured person** is responsible. The excess applies to **loss** (as defined in each section of the **policy**), **crisis public relation costs, defence costs and investigation costs**, however, it will not apply to any **claim** successfully defended.

The excess will only be charged at the end of each **claim** and/or **investigation**.

### Extradition proceeding

Any **claim** or proceeding brought against an **insured person** under United Kingdom extradition law or similar law in any other country.

### Infringement of copyright

Infringement of copyright, patent, trademark or any other intellectual property rights.

### Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes an insured member of the ICAEW Volunteering Community solely in their personal capacity whilst acting for any voluntary group.
- 2 The lawful husband, wife, civil or unmarried partner of an insured person described in 1 and 2 above, only because of their relationship, following a **claim** against the insured person.
- 3 The estates, heirs or legal representatives of any insured person above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the insured person.

## Meanings of defined terms *continued*

### Investigation

Other than investigations by HMRC, any official hearing, investigation, examination, official enquiry or enquiry into an **insured person's** business carried out by any government department, regulator or third party with legal rights to do so.

For HMRC investigations, investigation is restricted to those enquiries undertaken by the Special Civil Investigations Office under Code of Practice 8 or Code of Practice 9, an enquiry held under section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of an **insured person's** industry which is not related only to any **insured person's** conduct.

### Investigation costs

Legal and other professional costs and expenses agreed with **us** in writing, incurred directly by an **insured person** in preparing for and attending any **investigation**.

This does not include salary or any other additional costs of an **insured person's**.

### Limit of liability

The amount shown in an **insured person's policy** schedule as the limit of liability.

### Loss

Costs and expenses of any claimant and monetary regulatory penalties which an **insured person** becomes legally liable to pay and incurred with **our** prior written agreement, to investigate defend or settle a **claim** against any **insured person** and this will include

- 1 defence costs and investigation costs
- 2 awards of damages (including punitive and exemplary damages where legally allowed)
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

but this will not include any criminal fines or penalties, taxes (other than those covered under the Tax cover), salary or **employment related benefits**. Civil fines are covered only where they are insurable under United Kingdom law.

### Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Period of insurance

The period from the start date to the expiry date of any **insured person's** cover, shown in an **insured person's policy** schedule.

### Policy

The policy and schedule and any endorsements attached or issued.

### Policy territories

Worldwide.

## Meanings of defined terms *continued*

### 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, 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**.

### Pollution clean up costs

Costs incurred by any **insured person** or imposed by the Environment Agency or equivalent body in any other territory to investigate and clean up any **pollution** incident.

### Regulatory mitigation costs

Costs incurred by an **insured person** in reporting and representing an **insured person** following a report to any official regulator to reduce or avoid any potential fine or penalty.

### Retaliatory treatment

Any actual or alleged action by an **insured person** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

### Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

### We/us/our

AXA Insurance UK plc.

### Wrongful act

Any actual or alleged act, error or omission carried out, proposed or attempted by an **insured person** during the performance of their duties for the voluntary group an **insured person** is acting for including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 professional negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 civil liability
- 6 wrongful trading as defined under United Kingdom law
- 7 breach of warranty or authority
- 8 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position for the voluntary group an **insured person** is acting for.

# Making a complaint

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

If **our** service does not meet any **insured person's** 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 any **insured person's** concerns and give any **insured person** a fair response.

## How to make a complaint

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

Alternatively any **insured person** 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 any **insured person** makes contact please tell **us** the following information:

- Name, address and postcode, telephone number and email address (if any **insured person** has one).
- Any **insured person's** policy and/or claim number, and the type of policy any **insured person** holds.
- The name of any **insured person's** insurance agent/firm (if applicable).
- The reason for any **insured person's** complaint.

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

## Beyond AXA

Should any **insured person** remain dissatisfied following **our** final written response, any **insured person** may be eligible to refer any **insured person's** 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 any **insured person's** complaint if **we** have given any **insured person our** final decision.

Any **insured person** has six months from the date of **our** final response to refer any **insured person's** complaint to the FOS. This does not affect any **insured person's** 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 any insured person

**We** will

- Acknowledge written complaints promptly.
- Investigate any **insured person's** complaint quickly and thoroughly.
- Keep any **insured person** informed of progress of any **insured person's** complaint.
- Do everything possible to resolve any **insured person's** 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). Any **insured person** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to any **insured person**.

This depends on the type of insurance, size of the business and the circumstances of the **claim**. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

The European Commission has also provided an Online Dispute Resolution Service for logging complaints.

To use this service please go to:  
<http://ec.europa.eu/odr>

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

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

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

**[www.axa.co.uk](http://www.axa.co.uk)**