

PROPERTY DEVELOPMENT CONTINGENCY INSURANCE

Your Policy Terms and Conditions
November 2005 Edition



Be Life Confident

Introducing AXA

One of the world's largest insurers

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

Care, advice & support – when you need it

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care, advice and support as and when you need it.

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003).

AXA provides products that help people to get the best out of life. Our products and services include: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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Your Policy

The Company in consideration of the payment of the premium shall provide insurance in accordance with the terms of this Policy

The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract

Important

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Your Insurance Adviser

Your attention is drawn to the Complaints procedure on (Making Yourself Heard) on Page 11

The law applicable to this Policy

You are free to choose the law applicable to this Policy Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise

Definitions

Wherever the following words or phrases appear in the Policy they will always have these meanings –

Company/We/Us/Our

AXA Insurance UK plc

The Insured/You/Your(s)/Yourself

The Person(s) or companies shown in the schedule as the Insured

Proposal

Any information supplied to the Company by or on behalf of the Insured

Policy

The Policy and Schedule and any endorsements attached or issued

Insured Peril

Collapse subsidence heave vibration weakening or removal of support or lowering of ground water

Works

The permanent or temporary works executed or to be executed in the performance of The Contract described in the Schedule

Indemnity

Property Development Contingency Indemnity

The Company will indemnify the Insured in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of injury or damage to any property occurring during the Period of Insurance caused by an Insured Peril arising out of or in the course of or by reason of the carrying out of the Works

Limit of Indemnity

The liability of the Company shall not exceed the amount of

- a) the Limit of Indemnity for Any One Event stated in the Schedule as a result of any one claim or claims of a series consequent upon or attributable to one source or original cause
- b) the Aggregate Limit of Indemnity stated in the Schedule as a result of all claims arising under this Policy

Costs

The Company will in addition pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Policy

Exclusions

The indemnity will not apply in respect of

Works

- 1 Loss of or damage to the Works or any plant tools equipment temporary buildings or any other property for use in connection therewith
- 2 Any expense liability loss claim or proceedings arising by reason of injury or damage

Contractors Negligence

- a) caused by the negligence breach of statutory duty omission or default of the Contractor or any person employed or engaged upon or in connection with the Works or their servants or agents or of any person who may properly be on the site of the Works and for whom the Contractor is responsible under the terms of The Contract

Defective Design

- b) attributed to errors or omissions in the designing of the Works

Inevitable Damage

- c) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution

Employers Responsibility

- d) to property which it is the responsibility of the Employer to insure under the terms of The Contract

Contractual Liability

- 3 Liability assumed by the Employer under agreement and which liability would not have attachment in the absence of such agreement

Excess

- 4 The amount of the Excess stated in the Schedule

Radioactive Contaminations

- 5 Loss destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any 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 nuclear component thereof

Pressure Waves

- 6 Injury or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

War Risks

- 7 Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Conditions

Observance of Terms

- 1 It is condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured shall be duly and faithfully observed

Material Facts

- 2 the Insured shall give immediate notice to the company of any alteration in risk which materially affects this insurance

Reasonable Precautions

- 3 The Insured shall take
 - a) all reasonable precautions to prevent occurrences which may give rise to liability under this Policy
 - b) all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority

Notification of Claims

- 4 In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately
 - a) give written notice with full particulars to the Company
 - b) forward to the company upon receipt every letter claim writ summons or process

Claims Control

- 5 a) no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- b) the Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- c) the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) the Insured shall give all information and assistance the Company may require

Discharge of Liability

- 6 The Company may pay the Limit of Indemnity or any lesser sum for which the claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

Other Insurances

- 7 The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

Cancellation

8 Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy schedule

This right does not apply at the first or any subsequent renewal of the Policy

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration

- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

Instalments

9 If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

Arbitration

10 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any differences is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Company

Fraud

11 If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy shall be forfeited

Making Yourself Heard

If You have cause for complaint, it is important You know We are committed to providing You with an exceptional level of service and customer care

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens, We want to hear about it so We can try to put things right

Who to contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are:

- to be sure You are talking to the right person, and;
- that You are giving them the right information.

When You contact Us

- Please give Us Your name and a contact telephone number
- Please quote Your Policy and/or claim number, and the type of Policy You hold
- Please explain clearly and concisely the reason for Your complaint

So We begin by establishing Your first point of contact

Step One - Initiating Your complaint

Does Your complaint relate to:

A: Your Policy

B: a claim on Your Policy

If A, You need to contact the agent or AXA office who sold You Your Policy. Call the number on Your Policy document and state Your complaint

If B, You need to contact whoever is currently dealing with Your claim and state Your complaint

In either case, if You wish to provide written details, the following checklist has been prepared for You to use when drafting Your letter

- Head Your letter 'COMPLAINT'
- Give Your full name, post code and contact telephone number(s)
- Quote the type of Policy and Your Policy and/or claim number
- Advise the name of Your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for Your complaint

The letter should be sent to the person dealing with Your complaint along with any other material required

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if You are not satisfied, You can take the issue further

Step Two - If You are still unhappy

Should the response You receive be unsatisfactory please refer the matter using the relevant details below:

Does Your complaint relate to:

A: Your Policy

B: a claim on Your Policy

If A, ask to speak to the Branch Manager. Where they cannot assist they will ensure You are put into contact with the person who can resolve Your complaint

If B, please contact the relevant Claims Office, details of which You will have received following notifying Us of Your claim

Step Three - Contacting AXA Insurance Head Office

If Your complaint is one of the few that cannot be resolved by this stage, write to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
Suffolk
IP1 2AN

Tel: 01473 205926
Fax: 01473 205101
email: customercare@axa-insurance.co.uk

Step Four - Beyond AXA

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if:

- We have provided You with written confirmation that Our internal complaints procedure has been exhausted
- Your Business has a turnover of less than £1,000,000

The Ombudsman can be contacted at:

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

Tel: 0845 080 1800
Fax: 020 7964 1001

Referral to the Ombudsman will not affect Your right to take legal action against Us

Our promise to You

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use the information from complaints to continuously improve Our service

AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 50 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

With our expertise and commitment to customer service and consistent, quality care, you can rely on AXA for lasting security.



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HOME AND MOTOR INSURANCE PRODUCTS**

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