

# Notice to Policyholders

## The Insurance Act 2015

The Insurance Act 2015 introduced a number of reforms effective from 12th August 2016. This notice contains the following endorsement which is incorporated into and forms part of the policy.

### Endorsement

#### INSURANCE ACT CHANGES TO POLICY CONDITIONS

The insurance provided by this policy is subject to the following clauses which will override and replace any conditions in the policy to the contrary.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

#### Application of Warranties

1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word “warranty” or “warranted” wherever it may appear in your policy shall be construed as a suspensory condition. This means that we will have no liability under the policy to indemnify you after the term has been breached until the breach is remedied by you.

#### Conditions Precedent

We will not rely on breach of a condition precedent to decline a claim if that condition was designed to reduce a loss of a particular kind at a particular location and/or at a particular time and you are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### Fraudulent claims

If any fraud is committed by you in relation to a claim under the policy then we will not pay that claim. We also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

#### Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the period of insurance and prior to each renewal. If **you** do not comply with this condition then

**1** If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** 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 **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or

**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 **you** made a fair presentation of the risk then **we** can:

**a** reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** 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 **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

**4** Where **we** elect to apply one of the above then

**a** if **we** elect to make **your policy** void, this will be from the start of the policy, or the date of variation or from 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 the date of variation or from the date of renewal

**c** **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

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

### **Sanctions laws**

The Sanctions condition is also applied your policy by the following endorsement which is incorporated into and forms part of the policy. This has been introduced to all policies and relates to legal sanction, prohibition or restriction under United Nations resolutions.

### **Endorsement**

#### ***Sanctions condition***

The insurance provided by this policy is subject to the following clause.

Reference in this endorsement to we/our/you/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

With effect from your renewal date 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, or 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.