



Policy wording

# Haulage Vehicle Insurance

April 2021

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# Your Policy

The Company 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 any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy and any operative endorsements as shown in the Schedule subject to exclusions, provisions and conditions of the Policy.

Your Policy is a contract of insurance between You and Us and you have a duty to make a fair presentation of the risk to Us in accordance with the law.

You should read this policy booklet along with Your Schedule and Proposal Form or Statement of Fact as this will give You full details of the cover We are providing. If

- a) You have any questions about Your Policy documents, or
- b) any details are incorrect on any of the documentation You have received, or
- c) You wish to make a change to Your Policy please contact Us or Your insurance advisor.

The Policy describes the insurance cover for which You have agreed to pay Your premium.

This insurance is renewable provided that You have accepted Our renewal terms and paid the premium for any subsequent Period of Insurance.

# Important Helplines



## UK Accident Recovery

0800 389 8253\*

Our 24 hour emergency helpline service provides help when You most need it.

See Section 10 Page 18.



## UK Emergency Breakdown

0800 389 8253\*

Our 24 hour emergency helpline service provides help when You most need it.

See Section 10 Page 18.



## Window and Windscreen Breakage

0800 269 661\*

A quick and efficient repair/replacement service is available 24 hours a day 365 days a year.

See Section 10 Page 18.



## Continental Assistance

+ 44 1737 815518

(The number should be prefixed by the relevant international dialling code from wherever you are calling from.)



## Report a claim

0345 900 4185\*

Assistance provided 24/7 – 365 days a year



## Motor legal assistance\*\*

0344 873 0255\*

Our 24 hour helpline will assist you with motor related legal advice. Please quote reference 34035 when you call.

- \* Call charges to 0344 or 0345 numbers may vary depending on your service provider and calls to an 0800 number are free from a BT landline. You should check with your own phone operator in case different call charges apply, and calls from a mobile phone can be substantially higher.
- \*\* Cover under this section is provided by Lawclub Legal Protection which is a trading name of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.
- Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

# Definitions

Wherever the following words and phrases appear in the Policy they will always have these meanings.

## Approved Repairer

A network of approved repairers who can be contacted through AXA Haulage Assistance Helpline on FREEPHONE 0800 3898253, in the UK.

## Certificate of Insurance

A document showing that Your Policy meets the legal requirements for insuring motor vehicles (the Road Traffic Acts).

## Claim or Accident

An event which is insured under this Policy.

## Enclosed Premises

A locked building or compound bounded on all sides by a substantial wall, fence or similar structure and having a locked gate.

## Endorsement

A wording which changes the scope of cover in the printed Policy.

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A wording which changes the scope of cover in the printed Policy.

## Green Card

An international insurance certificate.

## Insure, Insurance

Pay for legal Liability, loss or damage as defined in this Policy.

## Liability, Liable

A legal responsibility to compensate others.

## Market Value

The cost of replacing Your Vehicle with one of similar make, model and condition.

## Proposal/Statement of Fact

The signed Proposal form or Statement of Fact and any additional information supplied to Us by You or on Your behalf.

## Schedule

This is issued with Your Policy booklet and at each subsequent renewal confirming details of Your Vehicle(s), the premium, Policy Cover and any operative Endorsements which apply.

## Theft

Theft or attempted theft.

## Third Party

You and We are the first and second parties to this contract. Anyone else is a Third Party.

## Trailer

Any draw bar trailer or semi trailer.

## We, Us, Our (This does not apply to Sections 9 and 10)

Refers to AXA Insurance UK plc.

## Windscreen Replacement Provider

A provider who can be contacted through AXA Haulage Assistance Helpline on FREEPHONE 0800 269 661, in the UK.

## You/Your

The person shown in the Schedule as the Policyholder.

## Your Vehicle(s)

The vehicle(s) described in the Schedule.

# Guide to Your Policy Cover

The Policy Cover is shown by the **COVER CODE** in the Schedule.

## **The Cover Code means:**

### **A Comprehensive**

All Sections of the Policy apply.

### **B Third party fire and theft**

All Sections of the Policy apply, EXCEPT for Section 3.

Section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

### **C Third party**

All Sections of the Policy apply EXCEPT Sections 2, 3.

### **D Accidental damage fire and theft**

Section 2 only applies restricted to loss or damage caused directly by accidental damage, fire, self-ignition, lightning, explosion, theft or attempted theft.

Subject also to the Endorsements shown on the Policy Schedule.

# Section 1 – Legal Liability to Third Parties

## What the Insurance Covers

We will Insure against legal Liability:

- for death of or bodily injury to anyone; and
- for damage to property. We will not pay more than £5,000,000 (excluding legal costs) for any one claim, or number of claims arising out of one event

resulting from any Accident involving Your Vehicle, or loading or unloading Your Vehicle.

## Vehicles which are Insured

Your Vehicle(s).

## Who is Insured under this Section

You and the following people are insured under this Section:

- Anyone allowed by the Certificate of Insurance to drive Your Vehicle.
- Anyone, other than the driver, who, at Your request, is in, getting into, or out of Your Vehicle.

If anyone insured under this Section dies, We will continue to provide Insurance for the estate of that person for any liabilities incurred that are covered by the Policy.

## Costs and Expenses

For any event where We provide Insurance under this Section, We will pay:

- solicitors' fees to represent anyone insured under this Section at a Coroner's Inquest or Fatal Accident Inquiry;
- for the defence in any Court of Summary Jurisdiction;
- (if You ask Us) the cost of legal services to defend a charge of manslaughter or causing death by reckless driving; and
- any other costs and expenses which We agree in writing.

## Emergency Treatment

We will also pay for any Emergency Treatment fees required by the Road Traffic Acts.

## What is not Covered

We will not provide Insurance under this Section:

- if the person claiming knows that the driver at the time of the Accident has never held a licence to drive the vehicle, or is disqualified from having such a licence;
- for death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts;
- for loss of or damage to property owned by or in the care of the person claiming, or being carried in or on Your Vehicle;
- for loss of or damage to Your Vehicle;
- for death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle;
- to anyone other than You who can claim under any other policy;
- to anyone who does not keep to the terms of this Policy as far as they can apply.

# Section 2 - Loss of or Damage to Your Vehicle

## What the Insurance Covers

If Your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage.

The most We will pay is the Market Value of Your Vehicle and its fitted accessories and spare parts in or on Your Vehicle at the time of the loss or damage. We will not pay more than Your estimate of value shown in the Schedule.

## Your Contribution

You must pay an amount towards each claim if Your Vehicle is lost or damaged in accordance with the endorsement(s) shown in the Schedule.

And in addition

## Young and Inexperienced Drivers

You must pay an amount towards a claim if Your Vehicle is lost or damaged.

This will depend on the age and experience of the person driving.

The following table shows the amount You pay:

Age of Driver	Amount You Pay
Under 21 years old	£300
21–24 years old	£150
At least 25 years old with a licence to drive the vehicle which is:	£150
<ul style="list-style-type: none"> <li>a provisional licence; or</li> <li>a full licence, but held for less than one year.</li> </ul>	
You pay these amounts as well as any other amounts stated in any other Endorsement in the Schedule.	

You do not have to pay these amounts for:

- broken windows or windscreens, including any resulting scratched bodywork, as long as there is no other damage to Your Vehicle.

## Ownership

If We know Your Vehicle is owned by someone other than You, We will make any cash payment for a claim under this Section to the legal owner of the vehicle. We will take the owner's receipt as settling the claim in full.

## Recovery and Redelivery

If Your Vehicle is disabled as the result of loss or damage insured under this Section We will pay the reasonable costs of:

- protecting it and moving it to the nearest repairers; and
- returning it to You after repair to any address You wish. This is as long as the cost is no more than it would be if We delivered it to Your address shown in the Schedule.
- In addition to or instead of the above, the Assistance benefits outlined in Section 10 of the Policy may be provided, subject to the terms and conditions outlined in that section.

## What is not Covered

We will not pay for:

- broken windows or windscreens if this is the only damage to Your Vehicle (including any resulting scratched bodywork);
- any depreciation in the Market Value of Your Vehicle following its repair, the cost of which is the subject of a Claim under this Section;
  - loss of use of Your Vehicle;
  - depreciation;
  - wear and tear;
  - mechanical or electrical
    - breakdowns
    - failures
    - breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- loss of or damage to the vehicle where possession is obtained by fraud, trick or false pretence;
- loss resulting from repossession of the vehicle or restitution to its rightful owner.

### **Unattended Vehicle Clause**

We will not pay for loss or damage arising from the theft of or from Your Vehicle whilst the ignition and/or entry and/or immobilisation key(s), transmitter(s) or other device(s) have been left in or on Your Vehicle.

### **Date Recognition Exclusion Clause**

We will not pay for damage to or loss of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process, or any other electronic system caused by failure to:

- correctly recognise any date as its true calendar date;
- capture, save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- capture, save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data.

# Section 3 – Broken Windows and Windscreens

## What the Insurance Covers

- Breakage of windows and windscreens in Your Vehicle.
- Any resulting scratched bodywork.

Provided there is no other damage to Your Vehicle.

## Your Contribution

You must pay £60 towards any claim for replacement of windows or windscreens.

## Windscreen Replacement Provider

To enable Us to authorise the prompt replacement of a windscreen, where such damage is covered by the Policy, You should telephone Our authorised Windscreen Replacement provider. CALL FREE ON 0800 269 661.

# Section 4 – Trailers and Disabled Vehicles

## We will Insure in the same terms as the Insured vehicle

Any trailer owned by You or hired to You under a hire purchase agreement or which is in Your custody or control and for which You are responsible at the time of any loss or damage, whilst attached to Your Vehicle or whilst detached from Your Vehicle and out of use.

## We will Insure Your Liability under Section 1 of this Policy for

- Any trailer owned by You or hired by You under a hire purchase agreement whilst attached to a vehicle other than Your Vehicle.
- Any disabled mechanically propelled vehicle attached to Your Vehicle.

## Your Contribution

You must pay an amount towards each claim if Your Vehicle is lost or damaged in accordance with the endorsement(s) shown in the Schedule.

In addition You must pay £250 towards each claim for loss or damage in respect of a detached trailer not kept in attended or enclosed premises.

## What is not insured

We will not provide Insurance under this Section:

- when a trailer is attached to any vehicle other than Your Vehicle except where it is necessary to meet the requirements of the Road Traffic Acts under Section 1 of this Policy;
- if Your Vehicle is towing a greater number of trailers in all than is allowed by law;
- if Your Vehicle is towing a disabled mechanically propelled vehicle for hire or reward;
- for loss of or damage to any property being carried in or on any trailer or disabled mechanically propelled vehicle;
- for death, injury or damage because of operating any mobile plant trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Act;
- any claim or accident where there is another Insurance policy in force covering the same risk.

## **Section 5 - Service or Repair**

When Your Vehicle is in the hands of a Motor Trader for service or repair, We will continue to provide Insurance under this Policy for Your benefit. For this purpose, We will ignore the driving of use limitations in Your Certificate of Insurance.

## **Section 6 - Right of Recovery**

The law of any country where this Policy is valid may mean We have to make payments which are not insured by this Policy. You are legally liable for them as the owner, keeper, user or driver of the vehicle concerned.

You must pay Us back the amounts We pay in these circumstances.

# Section 7 – Geographical Limits and European Travel

## Geographical Limits

We will provide Insurance as set out in the Policy, the Schedule and the Certificate of Motor Insurance in, or travelling between, Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

## European Travel

### Automatic Minimum Cover

If You use Your Vehicle in

- any country which is a member of the European Union, or
- any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union

the cover provided by this Policy gives You the minimum cover to comply with Compulsory Motor Insurance Legislation in those countries.

### WARNING

If You intend travelling to a country which is not mentioned the minimum cover referred to may not be valid for that particular country.

## Issue of a Green Card

Although Your current UK Certificate of Insurance is evidence that You have Insurance which meets Compulsory Motor Insurance Legislation for the countries stated, We will, if You ask Us, issue an International Motor Certificate (Green Card).

All We ask of You is that Your request is made to Us at least 14 days prior to travel to allow Us adequate time to process this.

## Extension of Cover Beyond the European Union Minimum Requirements

If You ask Us, and in return for additional premium, We may be able to extend the full cover granted by this Policy to certain European countries.

## Customs Duty

We will pay any Customs Duty that arises as the direct result of any loss or damage insured by this Policy.

## Issue of a Bail Bond for Spain

In the event of an accident in Spain You may be requested by the authorities to provide bail or other security. If You ask Us We can provide a bail bond to secure the release of You and Your Vehicle subject to You reimbursing Us for any funds that are advanced. You should request a bail bond at the same time as You ask Us for a Green Card.

# Section 8 – No Claims Discount when you Renew

## No claims discount when you renew

If you have not made a Claim during the current insurance year We will include a discount in Your renewal premium.

We will give You this discount for each Claim free year You have disclosed to Us or have earned under Your Policy up to Our maximum entitlement.

If You have not chosen to protect Your no claims discount and You make a Claim during the insurance year, the number of Claim free years You earn will be reduced as follows

Claim free years you have earned	Number of Claims in current year	Discount Next Time You Renew
1	One	Nil
2	One	Nil
3	One	1
4	One	2
5 or more	One	3
1	Two	Nil
2	Two	Nil
3	Two	Nil
4	Two	Nil
5 or more	Two	1
All levels	More than 2	Nil

## The following Claims will not affect Your No Claims Discount

- Payments under Section 3 for broken windows or windscreens in Your Vehicle including resulting scratched bodywork, but with no further damage.
- Claims only to pay for Emergency Treatment fees under the Road Traffic Acts.
- Claims where We recover all Our outlay or where it can be proven that We could have got it back but for an agreement between Insurers.
- Claims solely in respect of detached trailers.

If this Policy insures more than one vehicle, each vehicle will be treated as having its own separate No Claims Discount.

We will not transfer Your No Claims Discount to anyone else.

## Earning No Claims Discount

No Claims Discount can only be earned for each 12 months Claims free insurance completed by You.

# Section 9 - Legal Protection - Uninsured Loss Recovery and Motor Prosecution Defence

This Policy is extended to provide legal protection and uninsured loss recovery benefits.

All claims will be handled by Lawclub Legal Protection on Our behalf.

Lawclub Legal Protection is a trading name of Allianz Insurance plc registered in England no 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

## Lawphone legal advice line and motor prosecution defence

This section of your policy gives you 24 hours a day, 365 days a year, telephone access to Lawphone for advice on any commercial legal matter and a motor prosecution defence service. The advice you get will always be in accordance with the laws of Great Britain and Northern Ireland.

Please note that Lawclub may record the calls for your, our and Lawclub's mutual protection and Lawclub's training purposes.  
Phone 0344 873 0255.

When you call Lawphone quote 34035. You will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return your call.

## Definitions

In respect of this Section of the Policy the following definitions apply instead of or in addition to those shown on page 5.

### We/Us/Our

Refers to Lawclub Legal Protection whose address is PO Box 10623, Wigston LE18 9HJ.

### Legal Representative

The solicitor, barrister or expert appointed under this Policy to represent You and protect Your interests.

### Civil Case

A legal action which does not involve the defence of any criminal prosecution against you.

### Damages

Money that a court says Your opponent must pay to You or money Your opponent agrees to pay to You to settle Your legal action.

### Costs

Where Lawclub have given their written agreement, We will pay the following on Your behalf:

- the professional fees and expenses reasonably and properly charged by the Legal Representative on a Standard Basis, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which You cannot recover from Your opponent;
- Your opponent's costs which You are ordered to pay by a court or tribunal or which You pay Your opponent with the written agreement of Lawclub.

We will only pay Costs which We consider are necessary and in proportion to the value of Your claim.

The most We will pay for all claims arising out of any one event is £100,000.

### Territorial Limit

For uninsured loss recovery, the territorial limit is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

For motor prosecution defence, the territorial limit is Great Britain, Northern Ireland, the Channel Islands and Isle of Man.

### Reasonable prospects of success

There are reasonable prospects of success if, at all times during Your Civil Case against Your opponent, it is more likely than not that:

- a court would:
  - i) decide the legal action under ‘uninsured loss recovery’ in Your favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of Your claim by a court); or
  - ii) award You a more favourable settlement than has already been offered by Your opponent;
- and
- if You are seeking Damages from Your opponent, You will recover them.

We explain in more detail how Lawclub will decide if Your legal action has Reasonable Prospects of Success under ‘Important information about reasonable prospects of success’ above.

### Standard basis

The normal method used by the court to assess Costs which the court decides are proportionate to Your legal action and have been reasonably incurred by the Legal Representative and Your opponent.

### What is covered

#### 1. Uninsured loss recovery

We will pay the costs Lawclub have agreed to of You taking legal action against Your opponent for Damages arising from an accident involving Your Vehicle that:

1. Lawclub and the legal representative agree is not Your fault; and
2. was caused by Your opponent; and
3. causes:
  - i) Your death or bodily injury whilst You are in, on or getting into or out of the Insured Vehicle; or
  - ii) damage to the Insured Vehicle; or

- iii) damage to property which You own or are legally responsible for and which is in or on the Insured Vehicle.

The cover provided also includes the Costs of making or defending an appeal following a decision by a court in respect of Your legal action.

We will provide this cover as long as:

1. the accident happened within the Territorial Limit and during the Period of Insurance; and
2. the legal action will be decided by a court within the Territorial Limit; and
3. Lawclub have given their written agreement to You making or defending an appeal following a decision by a court in respect of Your legal action; and
4. Reasonable Prospects of Success exist.

#### 2. Motor Prosecution defence

We will pay the costs of You defending criminal proceedings being brought against You arising from Your ownership or use of the Insured Vehicle. The cover also includes the Costs of making an appeal against Your conviction or sentence by a court.

We will provide this cover as long as

1. the event giving rise to the criminal proceedings happened within the Territorial Limit and during the Period of Insurance; and
2. the criminal proceedings will be decided by a court within the Territorial Limit; and
3. Lawclub have given their written agreement to You making an appeal against Your conviction or sentence by a court.

### What is not Covered

We will not provide cover for the following:

1. Any claim arising out of a contract You have with another person or organisation.
2. A claim for an event which is not also covered under Section 1 and 2 of this Policy.
3. Your Vehicle being used for racing rallies or competitions.

4. Disputes between You and Us except as dealt with under Condition 6.
  5. Costs We have not agreed to in writing.
  6. Any costs covered by another Insurance policy.
  7. Costs You have paid directly to the Legal Representative or any other person without Our permission.
  8. Any VAT which You can recover from elsewhere.
  9. Parking offences for which You do not get points on Your licence.
  10. Driving while under the influence of drink or drugs.
  11. Driving without insurance.
- e) not withdraw your claim from the legal representative without the written agreement of Lawclub and the legal representative;
  - f) get Lawclub's written agreement before making or defending an appeal against the decision of a court in respect of your legal action;
  - g) instruct the legal representative to take all reasonable steps to recover costs from your opponent and pay them to Lawclub. If you do not do this, we will have the right to reduce the amount that we pay under this policy to the amount that your costs would have been if you had instructed the legal representative to take all such reasonable steps;
  - h) instruct the legal representative to keep to Condition 2 below.

## Conditions

### 1. You must

- a) make your claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred;
- b) not appoint a legal representative to represent you in your legal action;
- c) at all times throughout your legal action give the legal representative and Lawclub a complete, accurate and truthful account of all of the circumstances that are relevant to your legal action that you are aware of, or should have been aware of. This will include details of any agreement between you and any other person or organisation. You, and anyone acting on your behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to your legal representative or to Lawclub;
- d) follow the advice of, and co-operate fully with, the legal representative and us at all times during your legal action. This will include attending all court hearings or other appointments that the legal representative asks you to attend;

### 2. Your Legal Representative must do the following:

- a) Get Our written permission before instructing a barrister or other legally qualified advisor or expert in respect of Your legal action;
- b) tell Lawclub at the first opportunity once they become aware of any information or development relating to Your legal action which will more likely than not mean that:
  - Reasonable Prospects of Success no longer exist; or
  - the losses or damages that You can recover from Your opponent will be reduced from the amount that was originally expected by the Legal Representative;
- c) Tell Lawclub at the first opportunity they become aware that You want to make an offer, or Your opponent has made an offer to settle Your legal action;
- d) Report the result of Your legal action to Lawclub at the first opportunity after it is finished.

- e) take all reasonable steps to recover costs from Your opponent and pay them to Lawclub.

**3. We will have the right to do the following:**

- a) take over and conduct, in Your name, any claim or proceedings;
  - before a Legal Representative has been appointed; or
  - that are necessary to recover Costs that We have paid in respect of Your legal action
- b) Settle a claim by paying the amount in dispute
- c) Appoint a Legal Representative in Your name and on Your behalf
- d) Have any legal bill assessed if Lawclub and the Legal Representative or the representative acting for and on behalf of Your opponent cannot agree on the level of costs. If Lawclub do this the assessment will be carried out by a court, independent expert in the assessment of Costs or other competent party. We will not pay any more than the Costs that are determined as reasonable by the assessment;
- e) Contact the Legal Representative at any time and have access to all statements, opinions, reports and any other information to do with Your legal action
- f) End Your cover if during the course of the legal action Reasonable Prospects of Success no longer exist. If, after Lawclub end Your claim, You continue the legal action and get a better settlement than Lawclub expected We will pay Your reasonable costs which You cannot get back from anywhere else
- g) At the end of the claim settle the costs covered by this Policy if those costs cannot be recovered from anywhere else.

**4. Your agreements with others**

We will not be bound by any agreement between You and the Legal Representative or You and any other person or organisation.

**5. Choosing the Legal Representative**

When You need to start legal proceedings You can choose the Legal Representative. You must send their name and address to Us. If We do not agree with Your choice We will settle the matter as set out under Condition 6.

When choosing the Legal Representative You must remember that it is Your responsibility to keep the cost of any claim or legal proceedings as low as possible.

**6. Disputes**

If there is a dispute between You and Us the matter may be referred to an arbitrator who You and We agree to. If We cannot agree on an arbitrator one will be chosen by the President of the Law Society or the Chairman of the Bar Council will choose one.

All costs of the arbitration will be paid by the person the arbitrator's decision goes against. If the decision is not clearly made against either You or Us the arbitrator will decide how You and We will share the costs.

**7. Notices**

Every notice which needs to be given under this Policy must be given in writing.

If We give You notice We must send it to Your last known address.

**8. Governing Law**

This Extension will be governed by English Law.

# Section 10 – AXA Haulage Assistance

## Definitions

In respect of this Section of the Policy the following definitions apply instead of or in addition to those shown on page 5.

### We, Us, Our

The Assistance service operated by Inter Partner Assistance and Truck Assist International or any authorised employee or agent operating on their behalf.

### You, Your, Driver

The person shown in the Schedule as the Policyholder or any person driving on the Policyholder's permission and/or any passenger in Your Vehicle to a maximum of 2 people including the Driver.

### Your Place of Business

The address appearing in the Schedule of the Policy or where the vehicle is normally kept and being a permanent UK address.

## Breakdown

A mechanical or electrical fault which causes a breakage or failure of any part essential to Your Vehicle's mobility, rendering it immobile or unroadworthy but excluding tyre or wheel related problems.

## What the Insurance Covers

### UK Breakdown Assistance

#### Roadside Assistance

In the event that Your Vehicle is immobilised as a result of a Breakdown We will arrange and pay up to £500 any one incident for a Vehicle Rescue Operator to attend the scene of the incident for up to 1 hour to try to restore Your Vehicle's mobility.

If Your Vehicle cannot be made roadworthy at the scene We will arrange for Your Vehicle together with the Driver and passenger to be taken to a suitable garage normally within 15 miles, for it to be repaired at Your cost.

Following an immobilising incident We will arrange to contact a person by either telephone or facsimile to inform them of Your predicament and the possible delay.

## Recovery

If Your Vehicle cannot be made roadworthy at the scene of the Breakdown and cannot be repaired the same day at a suitable garage We will arrange at **Your cost** any of the following services providing You or Your Driver are able to pay for the service by credit card:

1. Nationwide Recovery Service. The organisation of transportation of Your Vehicle together with the Driver and passenger to the intended destination. OR
2. Hire of Alternative Vehicle. The organisation of a suitable hire vehicle or trailer to enable completion of journey.

## UK Accident Assistance

In the event that Your Vehicle is immobilised as a result of an Accident We will arrange and pay up to £500 any one incident for a Vehicle Rescue Operator to attend the scene of the Accident for up to 1 hour to try to restore Your Vehicle's mobility.

If Your Vehicle cannot be made roadworthy at the scene You will be offered one of the following options:

*Option 1. Local Recovery & Organisation of Hire of Vehicle or Trailer*

We will arrange for Your Vehicle together with Driver and passenger to be taken to an Approved Repairer or to a suitable garage normally within 15 miles for repair at Your cost except where covered by the Policy.

AND

We will organise at Your cost for the hire of a suitable vehicle or trailer to enable completion of journey. OR

*Option 2. Nationwide Recovery Service*

We will organise and pay for the transportation of Your Vehicle together with Driver and passenger to the intended destination. Following an immobilising incident We will arrange to contact a person by either telephone or facsimile to inform them of Your predicament and the possible delay.

### **Emergency Driver (UK)**

If during the journey the Driver suffers accidental bodily injury or illness which means that they cannot drive and there is no one else able or qualified to drive Your Vehicle We will provide and pay for a Driver to complete the journey or return Your Vehicle and passengers to the intended destination.

### **Continental Assistance**

During the course of a journey with Your Vehicle outside the UK and within the countries and periods specified in an International Motor Certificate (Green Card) issued as outlined in Section 7 of this Policy You are covered for:

#### **Roadside Assistance and Recovery**

In the event that Your Vehicle is immobilised as a result of either Breakdown or Accident We will arrange and pay up to £800 any one incident for a Vehicle Rescue Operator to attend the scene of the incident to try to restore Your Vehicle's mobility.

If Your Vehicle cannot be made roadworthy at the scene We will arrange for Your Vehicle together with Driver and passenger to be taken to a suitable garage for repairs to be made at Your cost except where covered by the Policy.

We will pay up to £200 any one incident for the location and delivery of spare parts necessary to repair Your Vehicle.

#### **Accommodation, Repatriation, Storage and Collection**

Having recovered Your Vehicle if repairs are likely to exceed 24 hours but not exceed 48 hours We will arrange and pay up to £50 per person to a maximum £100 any one incident for overnight hotel accommodation.

Where repairs are unlikely within 48 hours of the incident We will arrange for either driver repatriation or hotel accommodation expenses to a maximum of £400 any one incident. Where We have provided Driver repatriation We will then provide reimbursement for the cost of rail fare or economy air flight for the return trip to collect the repaired vehicle.

Where repairs will exceed 10 days We will arrange and pay for storage and repatriation of Your Vehicle to a maximum of £1500 any one incident.

### **Emergency Driver (Continental)**

Where the only Driver becomes ill or is injured and is unable to drive Your Vehicle We will provide reimbursement for up to £200 any one incident for travel expenses incurred by rail fare or economy air flight in providing a replacement driver nominated by You.

### **What is not Covered**

We will not pay for:

- the cost of replacement fuel;
- the cost of any spare parts required to restore the mobility of Your Vehicle or for any costs incurred as a result of the unavailability of spare parts due to the failure of or fear of failure or inability of any equipment or any computer program, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date or to continue to function correctly beyond that date;
- assistance or recovery following Breakdown within one mile of Your Place of Business or where Your Vehicle is normally kept;
- assistance or recovery in the UK occurring otherwise than on the mainland of England including the Isle of Man and the Isle of Wight, Wales including Anglesey, Scotland including Orkney, Shetland, Mull, Skye, Bute, Lewis and Harris, Islay, and Jura, Northern Ireland, the Channel Islands;
- the cost or quality of repairs when Your Vehicle is repaired in a garage, except where caused by an Accident covered by this Policy;
- Breakdown Assistance or recovery if Your Vehicle is partly or completely buried in snow, mud, sand or flood;
- damage or costs incurred as a direct result of gaining access to Your Vehicle following Your request for Breakdown Assistance;
- tyre or wheel related breakdowns or the costs associated with providing assistance or attendance at the roadside;

## Section 10 – AXA Haulage Assistance *continued*

- assistance or recovery if Your Vehicle has been modified for, or is taking part in racing, trials or rallying;
- any cost recoverable under any other policy of Insurance or under the service provided by any motoring organisation;
- recovery where Your Vehicle is carrying more occupants than a Driver and a passenger or a greater weight than for which the vehicle was designed or where the vehicle is being used unreasonably on unsuitable terrain;
- recovery or assistance where Your Vehicle is carrying dangerous or hazardous goods;
- recovery or assistance where Your Vehicle is being used for the carriage of people for hire or reward;
- any claim arising from an inadequate repair or attempted repair carried out during the course of the same journey unless the repair had Our prior approval and in respect of Continental Assistance.

We will not pay for:

- the collection of Your Vehicle from the garage after investigation or rectification work has been carried out following recovery except for the cost of redelivery as defined in Section 2 of the Policy;
- any amount where spare parts can be obtained locally or any amount if spare parts are unavailable where:
  - a) they are no longer being manufactured
  - b) they cannot be obtained from a wholesaler or agent
  - c) they cannot be exported to the country where Your Vehicle is located;
- any costs which would have been incurred had no claim arisen;
- any damage to Your Vehicle when it is being transported to Your Place of Business;
- more than the cost for legal abandonment and any customs duty imposed if the estimated repatriation cost exceeds the Market Value of Your Vehicle in the UK.

## Conditions and Claims

Benefits are payable only if the following conditions and procedures are followed:

### How to Get Help in the UK

Call Our 24-hour freephone helpline number (mobiles may incur a charge): **0800 3898253**

The following information must be provided:

- Your Vehicle's registration number, make and model, and colour;
- Your name and company post code and policy number;
- Your location and an indication of the problem.

Motorways: if using a motorway SOS telephone box ask the police to contact the above number and supply Us with the number of the SOS telephone box.

### How to Get Help under Continental Assistance

Call the Inter Partner Assistance helpline centre in Leatherhead, Surrey on: **01737 815518**.

(The number must be preceded by the relevant international dialling code with the (0) omitted, e.g. in France, Germany, Benelux dial 00 44 1737 815518, in Spain dial 07 44 1737 815518 etc.)

The following information must be provided:

- Your Vehicle's registration number, make and model and colour;
- Your name, full UK address, and Your address and telephone number abroad;
- Your policy number and Green Card number;
- the Green Card travel dates and the intended date of return to Your Place of Business;
- location and time of incident and current vehicle location;
- brief details of breakdown or accident and any injuries sustained.

Motorways: in some countries, such as France, the police may arrange a tow off the motorway without reference to Ourselves. Contact Us immediately to arrange payment or keep a receipt for reimbursement of any payment You have to make on the spot.

### Other Conditions

1. Your Vehicle shall at all times be maintained in good mechanical and roadworthy condition and be regularly serviced.
2. If We arrange for temporary roadside repairs to be carried out following damage to Your Vehicle or We provide recovery to Your Vehicle or We provide recovery to Your nominated destination, We shall not be liable to provide further assistance in respect of the same incident or insured event.
3. We reserve the right to decline assistance benefits that are at Your cost where You or Your driver do not have a suitable means of payment in the form of a credit card.
4. You must not seek to contact any agent or repairer direct.
5. You are responsible for the safety of Your Vehicle and its contents and unless incapacitated or by arrangement with Us or Our agent, You must be in attendance at Your Vehicle at the estimated time We advise that assistance can be expected.
6. Your Policy number and relevant identification must be produced on the demand of the repairer, recovery specialist or other nominated agent of Inter Partner Assistance.
7. You will have to pay the cost of the recovery or repair vehicle attendance if, after requesting assistance to which You are entitled, Your Vehicle is moved, recovered or repaired by any other means.
8. You will have to pay any toll or ferry fees by the Driver of the recovery vehicle.
9. We are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on Your instructions or the instructions of any person acting on Your behalf.
10. We shall be entitled to request all reasonable assistance from You to conduct proceedings in Your name for Inter Partner Assistance's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this Policy.
11. We reserve the right to nominate a suitable garage equipped to undertake repair, at Your expense, rather than recover an immobilised vehicle, where effective repairs can be completed within 8 hours.
12. If We arrange for temporary roadside repairs to be carried out to Your Vehicle, You are required to then immediately arrange for any permanent repair that may be necessary.
13. If Your Vehicle needs to be taken to a garage after a Breakdown it must be in an easily accessible position for a recovery vehicle to load. If this is not the case You will have to pay an emergency recovery fee.
14. You will have to pay for parts, components or other products used in the repair of Your Vehicle.
15. We will not arrange for assistance where Your Vehicle is considered to be dangerous or illegal to repair or transport.
16. Inter Partner Assistance shall not be responsible for more than two claims made against the service during any 12 month period.
17. Should You be unwilling to accept Our decision or that of Our agents on the most suitable form of assistance to be provided, We will pay not more than £100 for any one Breakdown or Accident towards Your preferred form of assistance.

# Section 11 – General Exclusions

We will not Insure You for Claims arising out of agreements unless a Claim would have been accepted in any case.

We will not Insure You for Claims whilst Your Vehicle is being:

- used for any purpose that the Certificate of Motor Insurance does not allow;
- driven by someone not allowed to drive by the Certificate of Motor Insurance.

**But We will still Insure You if the Claim arises because the vehicle was stolen or taken without Your permission**

- driven by You if You do not hold a licence to drive the vehicle or You are disqualified from having such a licence;
- driven with Your permission by someone who You know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one.

We will not Insure You for Claims for any consequence of war, invasion, act of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military coup or seized power, except where it is necessary to meet the requirements of the Road Traffic Acts.

Apart from Section 1, We will not Insure You for Claims arising during or because of:

- earthquake; or
- riot or civil commotion anywhere other than in Great Britain, the Isle of Man or the Channel Islands.

**This will not apply if You can prove that the Claim was not caused by any of these events.**

We will not Insure You for Claims arising whilst any vehicle insured by this Policy is being used in the parts of any airport or aerodrome to which aircraft have access.

We will not Insure You for Claims arising from or because of:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts.

## Terrorism Exclusion

We will not Insure You under Section 1 of the Policy for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to by, or arising from terrorism or any action taken in controlling, preventing, suppressing or in any way relating to terrorism. However We will provide the minimum cover You need under the Road Traffic Acts. For the purposes of this Exclusion ‘terrorism’ means an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm or whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

# Section 12 – Policy Conditions

You must comply with the following Conditions to have the full protection of the Policy.

## The law applicable to this Policy

You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy.

## Fair presentation of risk condition

When taking out, renewing or making a change to Your Policy You or Your insurance representative (acting on Your behalf) must take reasonable care to make a fair presentation of the risk to Us by providing accurate and complete answers to all questions.

You should not provide any information which You know is incorrect.

If You do not comply with this condition then

1. if You fail to make a fair presentation of the risk and the failure 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

- d) if We decide to void the Policy We will seek to recover any payments made and costs incurred as the result of Us having to comply with Our Road Traffic Act obligations.

It is a criminal offence under the Road Traffic Acts to make a false statement for the purposes of obtaining motor insurance and We may report You to the authorities should We consider there to have been a serious or reckless presentation of the risk.

## Repairs to Your Vehicle

If the damage to Your Vehicle is insured by this Policy then to allow Us to authorise repairs as quickly as possible You should:

- telephone Us or Your insurance advisor to provide full details of the Claim;
- take Your Vehicle to an Approved Repairer (We will advise You of their address) or when the vehicle is not able to be driven We will arrange for it to be moved to their premises;
- if requested by Us sign and return to Us a fully completed Claim form.

## Claims – General Conditions

You or Your legal personal representative must notify Us as soon as possible after an Accident (by telephone if possible) to provide full details of the circumstances. You can do this by calling the telephone number noted on Your Policy Schedule or by contacting Your insurance advisor who will inform You where and how to get in touch with Us.

If You receive any letter, Claim, writ, summons or process You must send it to Us without delay.

You must inform Us as soon as You know about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry connected with an Accident.

People, including You, who are claiming under this Policy, must not make any admission, offer, payment or promise without Our written permission.

If We wish, We can take over and manage in Your name or the name of the person claiming, the defence, prosecution or settlement of any Claim for Our own benefit.

We have full discretion over managing proceedings and settling claims.

You or anyone else claiming must give Us all the help and information possible.

We must be able to inspect Your Vehicle after You have made a claim.

We will not pay Your claim where You have not complied with this condition other than where necessary to meet Our legal obligations in accordance with the Road Traffic Acts.

## Broken Windows and Windscreens

If the **only** damage to Your Vehicle is a broken window or windscreen You should contact one of Our Replacement Windscreen Providers via Our AXA Insurance Assistance Helpline.

*(Please refer to pages 4 & 10)*

## Fraud

You and anyone acting for You must not act in a fraudulent way.

If You or anyone acting for You:

1. knowingly make a fraudulent or exaggerated claim under Your Policy;
2. knowingly make 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 the Policy void, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that We have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

## Cash Payments

If We decide to settle a Claim for loss of or damage to Your Vehicle in cash We will pay it to the legal owner of the vehicle.

We have the right, if We agree to settle such a Claim in cash, to keep the damaged vehicle.

We will need to delay any payment for a reasonable period to find out how likely it is to get the vehicle back if it is stolen or missing.

## Other Insurance

If there is any other Insurance which covers any Claim under this Policy, We will only pay Our share towards the Claim.

## Arbitration

If there is any dispute about the amount to be paid under this Policy, the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration. This will not happen if the Claim in question is disputed for a reason other than the amount to be paid.

## Section 12 – Policy Conditions *continued*

The arbitrator must decide that You are right before You can take legal action against Us.

### Care of Your Vehicle

You must take all reasonable steps to keep Your Vehicle from being lost or damaged.

You must maintain it in an efficient and roadworthy condition and We must be able to inspect it at any time.

We will not pay Your claim where You have not complied with this condition other than where necessary to meet Our obligations in accordance with the Road Traffic Acts.

### Cancellation

#### Our Rights

We can cancel Your Policy

- a) at any time by giving 14 days written notice by recorded delivery to Your last known address
- b) immediately, without giving You notice if the premium has not been paid to Us.

Where Your Policy is cancelled in accordance with any of the above provisions, We 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 Your Policy will not affect any claims or rights You or We may have before the date of cancellation.

We do not have to offer renewal of Your Policy and cover will cease on the expiry date.

#### Your Rights

You may cancel this Policy 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.

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 of Insurance, 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 You wish to cancel the Policy after this initial 14 days but within the first year of this insurance You may do so but any refund in premium due to You, subject to the same claims provisions stated above, will be calculated using the following scale:

Number of months or part thereof	Percentage of Annual Premium Charged
1 month	25%
2 months	35%
3 months	45%
4 months	55%
5 months	65%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
10 months	90%

If the period exceeds 10 months no refund in premium is due and all charges are subject to a minimum premium of £50.

If You wish to cancel the Policy after the initial 12 month insurance period and subject to the same claim provisions as detailed above, You will be entitled to a proportionate part of the premium paid in respect of the unexpired term of the Policy.

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

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.

Upon receipt of this cancellation notice You must return the effective Certificate of Insurance to Us or Your Insurance Adviser immediately.

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.

## Telling Us About Changes

### Changes to or addition of vehicles

If You want Your policy cover to continue after changing Your Vehicle or You wish to add an additional vehicle to the Policy You must give Us full details before driving it on the road. If the vehicle is acceptable to Us under this contract We will amend Your Policy record and notify You of any change in premium, any administration charge, and any terms to be applied.

We will also issue You a Certificate of Insurance for the vehicle(s) added to the Policy Schedule. You will not have any protection from this policy unless We have accepted the new vehicle onto Your Policy and issued a Certificate of Insurance bearing the registration number.

### Changes in circumstance

You must tell Us as soon as possible if Your circumstances change or if any of the information shown on Your Proposal Form/ Statement of Fact, Schedule or Certificate of Insurance changes during the Period of Insurance. Examples of the changes We must be made aware of are:

1. a change to the people who need to be insured under Your Policy
2. if any person covered under the Policy receives any motoring convictions including driving licence endorsements, any fixed penalties and/or pending prosecutions
3. if any person covered under the Policy receives a criminal conviction
4. any changes to or curtailment, cancellation of Your operators' licence
5. if You make any modifications to a vehicle covered by this Policy including but not limited to:
  - a) changes affecting the performance such as changes to enable the vehicle to carry a greater load than it was originally manufactured for
  - b) bespoke changes to trailers
  - c) unique artwork to body work.

If a change makes the risk unacceptable to Us We reserve the right to decline to make the change in accordance with Our rights to cancel condition of this Policy.

If You fail to tell us of a change in circumstances You may not have the full protection offered by this Policy.

If You need cover for any vehicle for a temporary period, You must tell Us beforehand and get a Cover Note.

### Policy Administration Fees Condition

We may charge You an administration fee if We

- make any changes to the Policy on Your behalf
- agree to cancel the Policy, or
- are requested to print and re-send the Policy documents to You.

We will not make a charge without informing You.

### Motor Insurance Database

Your Policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). This may be consulted by:

- a) the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime
- b) other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant Policy information if you have been involved in an accident in the UK or abroad
- c) the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing.
- d) Persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You should show this notice to anyone insured to drive the vehicle(s) under this Policy.

You can find out more about the Motor Insurance Database and its use by contacting AXA or at [www.miic.org.uk](http://www.miic.org.uk)

### 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, 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.

# Endorsements Which Might Apply

Your Insurance under this Policy may be extended or restricted by means of an Endorsement. The following Endorsements and any others only apply if their number appears in the Operative Endorsements Section of Your effective Policy Schedule.

If the name of a person or of a group of people is shown next to an Endorsement number in the Schedule, that Endorsement applies only to that person or group. If an Endorsement applies for a temporary period, the period will be shown in the Schedule.

All the terms and exceptions of the Policy also apply to Endorsements.

## 001 Own Loss or Damage

You will pay the amount shown next to this Endorsement number in the Schedule towards each claim for all loss of or damage to Your Vehicle or Trailer.

This amount will be extra to any amount You may have to pay under the Young and Inexperienced Drivers Section of Section 2 or any amount under Section 4 of this Policy. If We pay the whole amount of the Claim in the first place, You must pay Us back at once the amount You have to pay under this Endorsement.

You will not pay this amount towards claims for:

- broken windows or windscreens including any resulting scratched bodywork but without any other damage to Your Vehicle.

## 002 European Travel

Your Insurance under this Policy applies when any vehicle described in the Green Card is in any country named in the Green Card.

## 006 Budget Plan

You pay the premium for this Policy by Our Budget Plan. If 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 expiry of such notice. Where the Policy is cancelled due to non-payment of Instalments You must return Your Certificate of Insurance to Us immediately.

## 007 Drivers Under Age 25 Excluded

The Insurance provided by this Policy will not apply when Your Vehicle is being driven by, or is in the charge of anyone under 25 years old.

## 017 Isle of Man Law

This Policy has been entered into in the Isle of Man and must keep to the laws of the Island. Any disputes under this Policy will be held and settled on the Island.

## 041 Mileage Limitation

Your Insurance under this Policy does not apply when Your Vehicle is being used for hire or reward more than 100 miles from base.

## 044 Fixtures and Fittings Excluded

We will not pay under Section 2 of this Policy, for loss of or damage to fixtures, fittings and utensils in Your Vehicle.

## 045 Food Poisoning Excluded

We will not provide Insurance under Section 1 of this Policy for death, injury or illness of anyone connected with:

- poisoning of any kind from food or drink;
- anything harmful in the condition of any goods supplied or to the defective condition of the goods container.

## 051 Suspension of Cover

The cover granted by this Policy is restricted to the risks of accidental damage, fire, explosion, self-ignition, lightning, theft or attempted theft, except that if Your Vehicle is not in enclosed premises owned or occupied by You, no cover shall be granted by the Policy.

## 052 No Claims Discount Protection

For an extra premium We protect the No Claims Discount You have earned.

Section 8 (No Claims Discount) of this Policy will not apply unless more than one claim is made, or is pending under the Policy during a period of 3 years running before the renewal date.

# 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 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**

\* 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

## **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 and 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](http://www.fscs.org.uk)).

**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)**