



Miscellaneous and special type vehicles

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Your 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

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 (Making a Complaint) on Page 21.

Important telephone numbers

If You need to report a claim 0345 900 4185

Assistance is available 24 hours a day, 365 days a year.

Select the option You require and speak to the handler who will assist You with Your enquiry. Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

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.

Definitions

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

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

Endorsement

A wording which changes the insurance in the printed Policy.

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

The Proposal/Statement of Fact that You have completed and signed and any other information given to Us by You or on Your behalf.

Renewal

Extending the original period of insurance.

Schedule

This is issued with Your Policy booklet and shows details of Your Vehicle, the premium, Policy cover and any operative Endorsements which apply.

Third Party

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

We, Us, Our

AXA Insurance UK plc.

You, Your

The person shown in the Schedule as the Policyholder.

Your Vehicle

The vehicle described in the Schedule.

Excess

The amount shown against the term Excess is the amount You must pay.

Please note that any Excess applicable will apply to each vehicle separately in the event of a claim.

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.

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 Section 2.

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.

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 or dangerous 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;
- for damage to property resulting from manufacture, construction, alteration, repair or treatment of the property by You;
- for death, injury or damage caused by or connected with property on which You have carried out any process of manufacture, construction, alteration, repair or treatment;
- for death, injury or damage resulting from the explosion of any pressurised container which is part of plant attached to Your Vehicle, except so far as is necessary to satisfy the Road Traffic Acts;
- 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

Young Or 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.

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.

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: <ul style="list-style-type: none"> • a provisional licence; or • a full licence, but held for less than one year. You pay these amounts as well as any other amounts You must pay in any other endorsement in the Schedule. You do not have to pay these amounts for <ul style="list-style-type: none"> • broken windows or windscreens, including any resulting scratched bodywork, as long as there is no other damage to Your Vehicle. 	£150

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.

x What is Not Covered

We will not pay for:

- 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 or breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- losing Your Vehicle through deception by someone pretending to be a buyer or that person's agent.

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.

Section 3 - Trailers and Disabled Vehicles

✓ We will Insure:

- a trailer listed in an effective Schedule (in the terms set out in that Schedule) whether it is attached to Your Vehicle or is detached and not being used;
- a trailer (other than a disabled mechanically-propelled vehicle) not listed in an effective Schedule, in the terms of Section 1 of this Policy, but only while it is attached to Your Vehicle;
- Your Liability under Section 1 of this Policy for a disabled mechanically-propelled vehicle attached to Your Vehicle.

✗ What is Not Insured

We will not provide Insurance under this Section:

- When a trailer is attached to any vehicle other than Your Vehicle;
- 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 disabled mechanically-propelled vehicle;
- For loss of or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle.

Section 4 - 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 5 - 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.

Section 6 – No Claim Discount When You Renew

Table 1 shows the No Claim Discount We will give in working out Your premium if You have not made a claim and You have no claim pending.

Table 1	
Period without a Claim	Discount When You Renew
One complete year of Insurance	10%
Two complete and consecutive years of Insurance	15%
Three or more complete and consecutive years of Insurance	20%

The following claims will not affect Your No Claim Discount

- payments up to £50 only 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 proved that We could have got it back but for an agreement between insurers.

If this Policy insures more than one vehicle, each vehicle will be treated as having its own separate no claim discount.

We will not transfer Your no claim discount to anyone else.

This section does not apply to trailers, or to any vehicle where cover under Section 1 does not apply.

Section 7 – 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 while 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 while 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 fuels;
- 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 Act.

For the purposes of this Exclusion, “terrorism” means an act or acts 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 8 – Policy Conditions

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

Claims

You or Your legal personal representatives must write to Us as soon as possible after an accident, giving full details.

If You receive any letter, claim, writ, summons or process, You must send it to Us immediately.

You must write to 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.

Section 8 – Policy Conditions *continued*

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.

Repairs To Your Vehicle

If the damage to Your Vehicle is insured by this Policy then, before We authorise repairs, You must immediately:

- write to Us giving all the details;
- send Us two detailed estimates for repair;
- fill in and send Us a claim form;
- put the repairer in touch with Us.

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 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 pay only Our share towards the claim.

This condition does not include any claim which would be rejected under Section 1 of this Policy if the person claiming (except You) is insured under another Policy.

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.

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 efficient and roadworthy conditions 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.

Canceling Your Policy

Our Rights

We can cancel Your Policy

- a** at any time by giving 14 days written notice 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 and returning the effective Certificate of Insurance, 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 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.

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

Section 8 – Policy Conditions *continued*

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 operator's licence
- 5 if you make any modifications to a Vehicle covered by this Policy including but not limited to:
 - a) changes affecting 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.

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.

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.

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:

- 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
- 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
- the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing
- 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

Endorsements

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 Policy Schedule.

If the name of a person or 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.

This amount will be extra to any amount You may have to pay under Section 2 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 for any claim of not more than £50, but without any other damage to Your Vehicle.

006 Budget Plan

You pay the premium for this Policy by instalments. If You do not pay each instalment on the date due, will stop all Insurance provided by this Policy on that date. You must return the Certificate of Insurance to a Us immediately.

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.

080 Liability For Treatment Excluded

We will not provide Insurance under Section 1 of this Policy for death or injury resulting from any treatment given in, or in connection with, Your Vehicle.

081 All Operational Risks Excluded

We will not provide Insurance under this Policy for death, injury, loss or damage resulting from using Your Vehicle as a tool of trade (except so far as is necessary to meet the requirements of the Road Traffic Acts).

082 Operational Risks (Excluding Overturning and Third Party Operational Risks)

We will not Insure under this Policy:

- loss of or damage to Your Vehicle caused by overturning;
- death, injury, loss or damage under Section 1 of this Policy resulting from using Your Vehicle as a tool of trade (except so far as is necessary to meet the requirements of the Road Traffic Acts).

083 Operational Risks (Excluding Third Party Operational Risks)

We will not provide Insurance under Section 1 of this Policy for any death, injury, loss or damage resulting from using Your Vehicle as a tool of trade (except so far as is necessary to meet the requirements of the Road Traffic Acts).

084 Indemnity To The Hirer

We will Insure under this Policy anyone who hires Your Vehicle against legal liability which arises in connection with Your Vehicle whilst it is let on hire. We will not provide Insurance under this Policy if the Hirer does not comply with the terms of this Policy as far as they can apply.

085 Inclusion Of Equipment Carried

The estimated value of Your Vehicle must include the equipment carries on it.

The equipment is not insured unless Section 2 of this Policy applies.

Endorsements *continued*

If Section 2 of this Policy applies We will only Insure loss or damage to equipment if it is caused directly and immediately by:

- fire, theft or attempted theft;
- an accident involving, in addition, loss or damage to the vehicle itself, and We are required to pay for that damage under this Policy.

086 Broken Windows And Windscreens

You will pay £50 towards a claim if a window or windscreen in Your Vehicle is broken, including any resulting scratched bodywork, as long as there is no other damage to Your Vehicle.

087 Operational Risks Included (Excluding Pipes And Cables, Subsidence, Flooding And Water Pollution)

We will not provide Insurance under Section 1 of this Policy for any death, injury, loss or damage resulting from damage to pipes and cables, or subsidence, flooding and water pollution, arising out of using Your Vehicle as a tool of trade (except so far as is necessary to meet the requirements of the Road Traffic Acts).

088 Operational Risks Included (Excluding Subsidence, Flooding And Water Pollution)

We will not provide Insurance under Section 1 of this Policy for any death, injury, loss or damage resulting from subsidence, flooding or water pollution, arising out of using Your Vehicle as a tool of trade (except so far as is necessary to meet the requirements of the Road Traffic Acts).

089 Lifting Apparatus Included

Your Vehicle described in the effective Schedule, includes any type of lifting apparatus.

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:



Telephone: **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: **0207 964 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).

**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