Important Information

This notice applies to all AXA Goods Carrying Vehicle Insurance Policies

This notice tells **you** about some important changes which will take effect from **your** renewal date. Please ensure **you** read the changes below. **You** will find full details of **your** current cover in **your policy** wording, **certificate of insurance** and **policy** schedule, which should be read together.

Updates we need to tell you about

Removal of temporary cover

We will no longer be offering temporary changes, such as temporary additional drivers and temporary additional vehicles.

Removal of cover for trailers

Cover for **your** trailer is no longer available and will not be included in **your policy** from **your** renewal date. If **you** need to protect **your** trailer from loss or damage, **we** recommend getting a separate insurance policy specifically designed for **your** trailer.

Your cover has been updated to:

Section 4 – Trailers and towing

Current wording	New wording
What is covered Any trailer shown on **your schedule** which is 1 attached to **your vehicle** 2 detached from **your vehicle** and not being used will be covered to the same extent as the cover being provided for **your vehicle**. **We** will also cover a any other trailer (but only whilst attached to **your vehicle**) to the same extent as the cover being provided for **your vehicle**	**What is covered** The minimum cover that **you** need to comply with the Road Traffic Acts for any trailer while it is attached to **your vehicle**. **What is not covered** **We** will not provide insurance under this section 1 for loss or damage to any trailer 2 if **you** have exceeded the current DVLA requirements for towing trailers 3 if your **vehicle** is towing any broken down vehicle for payment or reward

Current wording	New wording
b **your** liability under Section 1 of this **policy** whilst towing a broken down mechanically propelled vehicle attached to **your vehicle**. **What is not covered** **We** will not provide insurance under this section 1 for any trailer while it is attached to any vehicle other than **your vehicle** 2 if **you** have exceeded the current DVLA requirements for towing trailers 3 if **your vehicle** is towing any broken down vehicle for payment or reward 4 for loss of or damage to any broken down vehicle which is being towed by **your vehicle** 5 for loss of or damage to any property being carried in or on any trailer or broken down vehicle 6 for death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.	4 for loss of or damage to any broken down vehicle which is being towed by **your vehicle** 5 for loss of or damage to any property being carried in or on any trailer or broken down vehicle 6 for death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.

Updates to your insurance

1. General conditions applicable to all parts of your policy

We have added the following condition to **your policy**:

Finance or hire purchase agreements

If **you** bought **your vehicle** under a finance agreement, **we** will pay any money owed to the finance company first. If **you** have the option of becoming the full owner at the end of the agreement and the vehicle value is more than **you** owe the finance company, **we** will pay any remaining money to **you**. If **our** estimate of the **market value** is less than **you** owe the finance company, **you** may have to pay them the remaining balance.

If **you** are leasing **your vehicle**, and/or don't have the option to become the full owner at the end of the agreement, **we** will agree a settlement with the legal owners of the vehicle. **We** will pay the lease or contract hire company either the **market value** of the vehicle, or the amount needed to settle the agreement, whichever is less.

We will take off any policy **excess** before **we** make any payments.

We have changed the following condition:

Current wording	New wording
Our right of recovery **We** have the right to recover any payments **we** make from **you** if, under the law of any country in which **you** are covered by this **policy**, **we** have to pay a **claim** or make a payment which **we** would not normally have had to pay under the laws of England and Wales.	**Recovery of payments** If **your policy** allows **us** to refuse cover for any liability required by the Road Traffic Act or any relevant laws, the law may still require **us** to make payments for that liability. In addition to any statutory rights that **we** have, **we** also have the right to recover those payments from **you** or the named driver in full. This also includes payments that come from the provisions set by the Motor Insurers Bureau, which the insurer must be part of by law regardless of whether the payments result from a court judgment or settlement. Where cover under this **policy** is excluded by any of the general exclusions or conditions, **we** will not provide cover under this **policy**. Instead, **our** responsibility will be limited to fulfilling legal obligations under the Road Traffic Act or any relevant laws in the country where the incident occurs. In these cases, **we** may recover any amounts **we** pay to cover that liability from **you** or the named driver in full, whether through a settlement or a court judgment. In addition, **we** may also recover any payments **we** have made to **you** or **your** named driver.

We have removed the following condition:

Temporary vehicles condition

If **you** need cover for a temporary period on any vehicle that is not already covered by **your policy**, **you** must tell **us** beforehand and get a temporary cover note.

2. General exclusions applicable to all parts of your policy

We have added the following new exclusions:

Cyber

We will not cover **you** for any legal liability, loss, damage, cost or expense arising directly or indirectly from a **cyber act** or **cyber incident**, except where cover is needed under the relevant road traffic laws.

Racing and irresponsible behaviour

We will not cover any loss, damage or liability, however caused or contributed to if **your vehicle** is being used:

1 for any type of racing, including trialling, speed testing and driving competitively, whether formally or informally, whether prearranged or not, and whether or not against another driver

2 on any racetrack (including any de-restricted toll roads such as the Nürburgring Nordschleife) or prepared course, formed or otherwise (whether or not on a road or other public place), on any airfield or for the purposes of participating in any off-road motoring event such as a 4x4 event

3 in circumstances where the driver is behaving in a way to deliberately provoke, goad or incite reckless driving by another person

4 to cause deliberate injury or damage to property, or in a way that is reckless regardless of whether injury or damage to property is caused

Where **we** must make a payment, **we** will recover any amounts paid from **you** or the driver of **your vehicle** - see the 'Recovery of payments' section in the 'General conditions' section of this **policy**.

We have also added the following wording to the 'Driving under the influence of excess alcohol or drugs' exclusion:

Where **we** must make a payment, **we** will recover any amounts paid from **you** or the driver of **your vehicle** - see the 'Recovery of payments' section in the 'General conditions' section of this **policy**.

3. Meaning of defined words

A new definition has been added:

Cyber act/Cyber incident

A cyber act is a malicious or criminal act, or a series of malicious or criminal acts, involving unauthorised access to, processing of, use of or operation of any computer system. This also involves the threat or hoax of any malicious or criminal act and applies regardless of time or place.

A cyber incident is:

1 a failure or unavailability of any computer system, this includes partial and series of failures and unavailability or;

2 an error or series of errors in the use of any computer system.

A computer system means computer hardware, software, communications system, electronic devices forming part of your vehicle. This includes smart phones, laptops, tablets, wearable devices and any data storage device networking equipment or backup facility.

4. Section 1 – Legal liability to third parties

We have added the following wording to the 'What is covered' section:

If **you** have an electric vehicle, **we** will also cover **you** while **you** are charging **your vehicle** on a road or other public place. **You** must take reasonable care to prevent any accidents or injuries.

5. Section 2 – Loss of or damage to your vehicle

We have updated the 'What is covered' section to include:

In the event of a total loss, the limit of cover under this section will be the **market value** of **your vehicle** and its fitted accessories (including charging cables, if **your vehicle** is an electric **vehicle**) and spare parts in or on **your vehicle** at the time of the loss or damage.

And;

We may choose to repair **your vehicle** with recycled parts, where appropriate.

We have updated the 'Replacement vehicle' section:

Current wording	New wording
If 1 **your vehicle** has a gross vehicle weight of 3.5 tonnes or less, and 2 within a period of six months after the date of purchase and first registration by **you** of **your vehicle** as new **your vehicle** is lost by theft, or damaged and the cost of repairs exceeds 60% of the manufacturers list price (including VAT), at the time of the claim, **you** are entitled to a replacement vehicle instead of **your vehicle** being repaired.	If **your vehicle** has a gross vehicle weight of 3.5 tonnes or less, is less than 6 months old (calculated from the date of first registration), was sourced and supplied as new in the UK and is: 1 stolen and not recovered; 2 damaged so that repairs will cost more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the manufacturer's UK list price, including taxes and the cost of accessories); and providing your vehicle is owned by **you** **We** will replace **your vehicle** with a new one of the same make, model and specification.

Current wording	New wording
If **you**, and anyone else we know of who has an interest in **your vehicle** (such as a lender under a hire purchase agreement) agree, **we** will replace **your vehicle** with a new one of the same make and model. If a replacement vehicle of the same make and model is not available, the most **we** will pay is the **market value** of **your vehicle** and its fitted accessories and spare parts at the time of the loss or damage.	If a suitable replacement vehicle of the same make, model and specification is not available or **your vehicle** was not supplied as new in the UK, **we** will, where possible, provide a similar vehicle of identical list price. If this is not acceptable to **you** or the qualifying criteria are not met, the most **we** will pay **you** is the **market value** of **your vehicle** at the time of the loss or damage (less any excess that may apply). **We** will only replace **your vehicle** if: 1 a replacement vehicle is available in the UK 2 the original purchase invoice is available 3 **you** purchased it outright, or it has been hired to **you** under a hire purchase or leasing agreement, and anyone with a financial interest in **your vehicle** agrees 4 **you** are the first registered keeper of the insured vehicle (or the second registered keeper of the insured vehicle where the insured vehicle has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase the mileage was less than 250 miles). If **we** settle a claim under one of the above clauses, the lost or damaged vehicle becomes **our** property, and **you** must send **us** the registration document. **We** will take any **excess** off the amount **we** pay you. Vehicles sold as ‘ex demonstrators’ and ‘nearly new’ do not qualify for replacement under this section.

New exclusions have been added to the ‘What is not covered’ section:

15 any loss or damage caused by:

- loss of data including restoration and duplication costs and loss of value of data
- reduction in performance of **your vehicle**
- loss of use or breakdown of computer systems on **your vehicle**
- corruption or unauthorised access to data following a **cyber incident** or **cyber act**

Data means information, facts, concepts, code or any other information recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

16 any loss of or damage to or caused by a charging installation or charge point installed at **your** home to charge an electric vehicle.

6. Broken windows and windscreens

We have added the following wording:

We will also pay to recalibrate any advanced driver assistance system equipment behind the windscreen of **your vehicle** if needed after replacement or repair of its windscreen.

7. Endorsements which might apply

We have removed endorsement 006 as it is no longer needed:

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 **your 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 **your policy** is cancelled due to non-payment of instalments **you** must return **your certificate of insurance** to **us** immediately.

We have also amended endorsement 052 No claims discount protection.

Current wording	New wording
052 No claims discount protection For an extra premium **we** will protect the maximum no claims discount **you** have earned. This will continue to apply until **you** become ineligible for no claims discount protection as a result of either 1 three or more claims on **your policy** that would have affected **your** no claims discount that have occurred over the past five years or 2 more than one claim on **your policy** that would have affected **your** no claims discount in the current insurance period.	**052 No claims discount protection** For an extra premium **we** will protect **your** No claims discount. Protecting **your** No claims discount lets **you** keep **your** discount even if **you** make a **claim**. With a protected No claim discount, **you** can make one **claim** in a year, or two **claims** across three years without losing the discount **you've** earned. If **you** have made two or more **claims** in any one **period of insurance**, at the next renewal **your** protection will end and your No claims discount will be reduced. If **you** have made two **claims** within a consecutive three-year period, **you** will no longer qualify for protection. **We** will not give **you** the option to protect **your** No claims discount at renewal.

Current wording	New wording
In the event of 1: where three or more claims occur during a five year period, the no claims discount protection facility will be withdrawn at the renewal following the third claim and **your** no claims discount will be reduced in accordance with **our** current scale in respect of the third and any subsequent claims In the event of 2: where more than one claim occurs during **your** current insurance period, the no claims discount protection facility will be withdrawn and **your** no claims discount will be reduced in accordance with **our** current scale in respect of the second and any subsequent claims. Subject otherwise to the terms and conditions of **your policy**.	If **we** become aware of a **claim** or **accident** and **you** have already been issued your renewal invitation, **we** will update **your** renewal quote and **your** renewal invitation will be resent. If **you** already have two **claims** within a consecutive three-year period, **your** renewal wouldn't include protection as **you** will no longer qualify. As a result, a third **claim** means **your** No claims discount will be reduced. For information on how **your** No claims discount will be reduced, please refer to the scale shown in section 11 - 'No claims discount when you renew'. Protected No claims discount is one of many parts that make up **your** insurance price. It doesn't guarantee that **your** price won't increase at renewal after a **claim**. The above only applies when **we** aren't able to reclaim our costs from another party. Windscreen claims will not impact **your** No claims discount. Any **claims** made with previous insurers before **your** policy started will be counted against **your** No claims discount protection.

8. Cancellation condition

We have removed and amended the following:

Current wording	New wording
Cancellation outside the statutory period **You** may cancel this **policy** at any time by giving prior written notice to the above address. As long as **you** have not incurred any eligible claims, apart from a claim for Windscreen Repair or Windscreen Replacement, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.	**Cancellation outside the statutory period** **You** may cancel this **policy** at any time by giving prior written notice to the above address. As long as **you** have not incurred any eligible claims, apart from a claim for Windscreen Repair or Windscreen Replacement, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

<table>
<tr><th>Current wording</th><th>New wording</th></tr>
<tr><td>If you are paying by instalments directly to us, your instalment payments will end. If you have already had payment for or you are making a claim, you will either have to:
■ continue with the instalment payments until the premium is paid in full or,
■ we may take the outstanding instalments due from any claim payment made.
Where you have paid for your premiums using a loan and you are paying your instalments for that loan to your broker or finance provider, the amount that we may take from any claim payment made is the amount of the outstanding instalments as told to us by your broker/finance provider.</td><td>Where you have paid for your premiums using a loan and you are paying your instalments for that loan to your broker or finance provider, the amount that we may take from any claim payment made is the amount of the outstanding instalments as told to us by your broker/finance provider.</td></tr>
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