Goods Carrying Vehicle Insurance Policy

February 2026

Contents

Welcome to your AXA Goods Carrying Vehicle Insurance policy

Thank **you** for choosing AXA Goods Carrying Vehicle Insurance.

Our aim is to provide **you** with peace of mind when it comes to looking after **your** van insurance needs and to make **your** insurance cover clear and easy to understand.

You should read this **policy** booklet along with **your schedule** and **statement of fact** as they give **you** full details of **your** cover. If **you** have any questions about **your policy** documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your policy**, please contact **us** or **your** insurance advisor.

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** must take reasonable care to provide accurate and complete answers to all **our** questions.

If **you** fail to provide accurate and complete information this **policy** may not protect **you** in the event of a **claim** and **we** may cancel or void the **policy**. Please read the Providing accurate and complete information condition on page 14.

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**.

A new **schedule** will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout this **policy**, **we** use words in bold and headings. Words in bold have specific meanings whenever they are used in **your policy**. These meanings can be found on page 19. Headings have been used for **your** guidance and do not form part of the **policy** wording.

To help **you** understand the cover within each section of **your policy we** have added the headings 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read along with the sections heading 'What is not covered'.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

All sections of cover should be read in conjunction with the General conditions and exclusions which apply to the whole of this **policy**. These can be found on pages 7 to 15.

Important

Please 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 advisor.

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**.

Important telephone numbers

Only one contact number to remember for all **your claim** enquiries.

If you need to report a claim	**0345 900 4185***
Assistance is available 24 hours a day, 365 days a year	
Window and Windscreen Breakage	**0800 269 661***
A quick and efficient repair/replacement is available 24 hours a day, 365 days a year. See Section 12	
AXA UK Assistance Referral Service	**0800 269 661***
Our 24 hour emergency helpline service provides help when **you** need it. See Section 12	

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.

*Calls to 0800 numbers 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.

Quick and handy tips

If you have had an accident

Follow these steps if **your vehicle** is involved in an **accident**

1 stop at the roadside if there has been an injury to a person, animal, vehicle or property
2 make sure both **you** and **your** passengers are safe and out of danger
3 call 999 if **you** need emergency help or if the **accident** has left a dangerous situation
4 if another driver is involved, please ask for their details – name, address, telephone number, insurance company and vehicle registration details
5 do not admit blame or liability for the **accident** – **we** suggest **you** say **you** have to discuss it with **your** insurer.

Make a note of what happened in case **you** need it later on. **We** suggest **you**

- note the time, name of the road or the location
- draw a diagram of the position of all vehicles involved
- write down the driving conditions i.e. raining, dark
- take photos of damage or evidence
- try and get witness statements and their contact details.

Report the **accident** to **us** as soon as **you** can on the telephone number highlighted on page 4, even if **you** do not want to make a **claim**.

Making a claim

We know how stressful it can be if **your vehicle** is involved in an **accident**, however the sooner **you** report it, the sooner **we** can help **you**.

You can call **our** 24-hour UK-based claims line highlighted on page 4. It will be useful if **you** have **your policy** number and details of the incident available when **you** call **us**.

Once **you** have called **we** will

1 register **your claim**
2 give **you** a **claim** number to quote
3 talk **you** through the process, including confirming what **you** are covered for
4 arrange next steps.

Getting your vehicle repaired by using one of our approved repairers

If **your vehicle** is covered for repairs **we** can help take the hassle away if **you** choose to get it repaired through one of **our approved repairers**. Doing this means that

1 **you** do not need to organise estimates
2 **we** will provide **you** with an insured courtesy van for the duration of the repair. **We** may not always be able to provide an exact like-for-like replacement to **your vehicle**; however **we** guarantee to at least provide **you** with a small van that will allow **you** to stay mobile in the event

of a repair. If a choice of courtesy vans is available, **you** may be offered the opportunity to upgrade for a small additional fee

3 **we** will pay the repairer directly (**you** just pay the **excess** and VAT, if **you** are VAT registered, to the repairer)

4 all repair work is guaranteed for the life of **your vehicle** (while **you** continue to own it)

5 **your vehicle** will be collected and delivered back to **you**.

You will find further information regarding **our approved repairers** under the Approved repairer condition shown on page 7.

Important – are your details correct?

You have a legal requirement to make sure that **your vehicle** details are kept up to date on the Motor Insurance Database (MID), which is run by the Motor Insurer's Bureau (MIB). Please make sure that **you** have read the Motor Insurance Database (MID) condition shown on page 13.

Stay insured, stay legal – penalties for uninsured motor vehicles

It is a legal requirement to have continuous insurance in place for **your vehicle** and if there is no record on the MID showing the vehicle is insured, and **you** have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification) **you** may receive a letter from the DVLA advising that **you** could face a fine or prosecution, and the vehicle could also be clamped, seized and ultimately, destroyed.

The new law will apply in England, Scotland and Wales. It will not apply in Northern Ireland, the Channel Islands and the Isle of Man.

You can check that the details held about **your vehicle** on the MID are correct by visiting www.askmid.com.

General conditions applicable to all parts of your policy

You must comply with the following conditions to have the full protection of your policy.

If you do not comply with them we may at our option take one or more of the following actions:

1. cancel the policy, and/or
2. declare your policy void (treating your policy as if it had never existed), and/or
3. change the terms of your policy, and/or
4. refuse to deal with all or parts of any claim or reduce the amount of any claim payments.

Additional vehicles condition

If you need us to cover any vehicle that is not already included on your certificate of insurance, you must tell us immediately.

When you have done this, we will send you a separate policy and certificate of insurance for each additional vehicle.

Approved repairer condition

If you make a claim for loss or damage to your vehicle, we will use one of our approved repairers to repair it. If you choose not to use them, we may not pay more than our approved repairer would have charged and we may choose to settle the claim by a cash payment.

Abusive or aggressive behaviour

If you are abusive or aggressive towards us. If you or anyone acting for you uses threatening, aggressive, or abusive behaviour or language towards our staff or suppliers, this could affect your insurance policy. This includes in communications such as text, email, online chats, or social media.

We won't accept:

- threats of physical violence
- behaviour or language that may cause someone to feel threatened or distressed
- abusive comments or remarks which are sexual, racial, or about religious beliefs or culture
- bullying or swearing.

What we may do:

- end the current call or conversation with you (we won't do this without warning you first)
- block any further phone calls, emails or social media contact, or if made we may not answer these
- limit future contact with you to one method of contact e.g., by letter only
- limit our contact with you to one member of staff only
- not offer you a renewal policy for your vehicle
- cancel your policy giving you 7 days notice.

Cancellation condition

Statutory cancellation rights

You may cancel this **policy** within 14 days of receipt of the policy documents (new business) or the renewal date (the Cancellation period) by writing to **us** at the following address during the

Cancellation period:
AXA Personal Lines Customer Service
PO Box 7072
Willenhall
WV1 9ZU

There is no refund of premium if you have had a claim. However, in all other cases, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**.

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.

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**.

If **you** are paying by instalments to **your** broker or finance provider, **your** instalment payments will be set out by **your** loan agreement with **your** broker/finance provider.

If **you** have already had payment for, or **you** are making a claim, **we** reserve the right to take the outstanding instalments as told to **us** by **your** broker/finance provider from any claim payment made.

We may cancel **your policy**:

1. if **you** or anyone else covered by this **policy** breaks any of the General Conditions of **your** cover set out in pages 7-15
2. if **you** or anyone else covered by this **policy** ignore or fail to comply with the General Exclusions. Please see "General exclusions applicable to all parts of this policy" section set out on pages 16-18
3. if **you** provide any inaccurate or incomplete information. Please see "Providing accurate and complete information" section on page 14
4. if **you** act in a fraudulent manner when incepting, making an amendment or renewing this **policy**. Please see "Fraud condition" section set out on page 12
5. if **you** act in a fraudulent manner when making a claim. Please see "Fraud condition" section set out on page 12
6. if **we** are unable to continue cover due to changes in **your** circumstance or to **your policy** information. Please see "The General conditions applicable to all parts of this policy" section set out on pages 7-15

7 if **you** fail to respond to written request for further information or documentation

8 if **we** believe **you** or anyone else covered by the **policy** seek to use the benefits of the **policy** for any use in which the **policy** is not intended for

9 if **you** do not pay **your** premium, please refer to point 4 – **Non payment of premiums** for how this applies where **your** premium is funded by a loan and **you** are paying **your** instalments to **your** broker or finance provider.

If **we** cancel **your policy we** shall provide **you** with 7 days prior written notice to **your** last known address. Within this notice **we** will advise **you** of **our** reason for cancelling **your policy**.

Any premium refund will be calculated on a pro rata basis subject to no claim having been reported on **your policy**

Non payment of premiums

We have the right to cancel this **policy** by giving **you** 7 days written notice in the event of non payment of the premium or default if **you** are paying by instalments.

Our right to cancel the **policy** applies if **you** are paying the instalments directly to **your** broker or finance provider under a loan **you** have with them.

Where **you** are paying by instalments to **your** broker/finance provider, **our** right to cancel the **policy** by giving **you** 7 days written notice applies from the moment **you** have defaulted on **your** instalment payments with them.

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 end date.

Care of your vehicle condition

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 after **you** have made a **claim**.

We will not pay **your claim** where **you** have not complied with this condition other than to meet **our** obligations in accordance with the Road Traffic Acts.

Cash payments condition

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 **your vehicle**.

If **we** agree to settle such a **claim** in cash, **we** have the right 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 **your vehicle** back if it is stolen or missing.

Changes to your circumstances condition

You must tell **us** as soon as possible if **your** circumstances change or if any of the information shown in **your statement of fact**, proposal form, **schedule** or **certificate of insurance** changes during the **period of insurance**.

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 insured under **your policy** receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions

3 if any person insured under **your policy** receives a criminal conviction

4 if **you** change **your** van

5 if the owner of **your** van changes

6 if the main driver of **your** van changes

7 if **you** change the way in which **your** van is used. For example, **you** change the business use of **your vehicle**

8 if **your** van is modified in any way including, but not limited to:

- changes to the bodywork such as spoilers or body kits
- changes to the suspension or brakes
- cosmetic changes such as alloy wheels
- changes affecting performance such as changes to the engine management system or exhaust system
- changes to the audio/entertainment system
- any paint protection films, sprays, sealants, ceramic coatings, or waxes applied to **your vehicle**.

9 if **you** change **your** address or the address where **your** van is kept overnight.

You must ensure that **you** provide **us** with accurate and complete information when asked questions about the changes in **your** circumstances.

If a change that **you** request makes the risks unacceptable to **us we** reserve the right to decline to make the change or cancel **your policy** if the change has already been made.

If **we** accept the change **we** will notify **you** of any change in premium and/or new terms and conditions that **we** are applying.

If **you** fail to advise **us** of a change **we** will not pay **your claim**.

Any changes to **your** circumstances including changes to the people who need to be insured under this **policy**, or a change to **your vehicle** or main driver of **your vehicle**, shall be a variation of this contract which means it will continue with the relevant changes made.

Changing your vehicle

If **you** want **your policy** cover to continue after changing **your vehicle**, **you** must give **us** full details of **your** new vehicle.

You must do this before changing **your vehicle**. If **your** new vehicle is suitable for this contract **we** will amend **your policy** record, advise **you** of any changes in premium and administration charges before sending **you** a new **certificate of insurance**.

If **you** fail to advise **us** of a change in vehicle **we** will not pay **your claim**.

Claims notification condition

You or **your** legal representative must

1 as soon as possible after an **accident**, provide **us** with full details of the circumstances (by telephone if possible, using the telephone number on page 4)

2 immediately

- on receipt, send **us** any letter, claim, writ, summons or other documents served on **you**
- tell **us** about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim** under **your policy**.

We will not pay **your claim** where **you** have not complied with this condition.

Claims procedures condition

1 if the damage to **your vehicle** is insured by **your policy** then to allow **us** to authorise repairs as quickly as possible **you** should

- take **your vehicle** to an **approved repairer** (**we** will advise **you** of their details when **you** contact **us**), or
- if **your vehicle** is not able to be driven allow **us** to arrange for it to be moved to the premises of an **approved repairer**.

2 **you**, or anyone else who is claiming under **your policy**, must not make any admission, offer, payment, rejection or promise without **our** written permission

3 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

4 **we** have full discretion over managing proceedings and settling **claims**

5 **you**, or anyone else who is claiming under **your policy**, must provide **us** with any assistance to enable **us** to settle or defend a **claim**, and details of any other relevant insurances

6 **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 conditions 2-6 above other than where necessary to meet **our** obligations in accordance with the Road Traffic Acts.

Courtesy vehicle condition

We will provide **your policy** cover for any vehicle loaned to **you** by one of **our approved repairers** whilst **your vehicle** is being repaired following an **accident** covered by **your policy**.

Failure to maintain the Motor Insurance Database condition

If **you** are advised by **us** that it is **your** responsibility to maintain **your vehicle** details on the MID then **you** should update the MID immediately upon any changes, additions or deletions to **your vehicle schedule**. The impact upon **you** for failing to maintain **your vehicle schedule** on the MID is that **you** may be liable for a fine of up to £5,000 for failing to comply with a Road Traffic Act obligation.

Fraud condition

If **we** discover **you** or anyone acting for **you** has been dishonest when buying, making changes or renewing this policy, **you** and anyone acting for **you** must answer all questions accurately and truthfully about **you**, **your vehicle**, and any named drivers on **your policy**. **You** must also check and agree with any statements **we** make. The information **you** give us helps **us** decide whether **we** can cover **you** or not, and if there are any risks where **we** agree to insure y**ou** and **your vehicle**. It also helps **us** to work out the right price for **your policy**. If **we** discover information isn't correct or true, or **you** haven't kept **us** up to date with any changes, then this could affect **your** policy cover and any claims **you** make.

What may happen with your policy cover if you have been dishonest

- **we** may change the terms and/or price of **your policy**
- **we** may void **your policy** (cancel **your** policy back to the start date or date the dishonest act took place, and treat **your policy** as if it never existed)
- **we** may not return any premium paid by **you** for the policy.

What may happen with any claims you've made

If **you** or anyone acting for **you**:

- gives **us** information which **you**/they know isn't accurate or true
- is dishonest about a claim
- gives **us** details or makes a statement about the claim, knowing the information is untrue
- sends false documents to support a claim or policy application knowing these have been amended, forged, or faked
- causes loss or damage on purpose or causes loss with **your** agreement, knowledge, or involvement.

Then:

- **we** won't pay any claims that have been made dishonestly
- **we** will take back any money **we** may have paid **you** under **your policy** for any dishonest claims **you** have made from the start date of the policy
- **we** may take legal action against **you**
- **we** may tell the police
- **we** may tell fraud prevention agencies so they can stop similar claims being made in the future.

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.

Motor Insurance Database (MID) condition

Information relating to **your policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driving and Vehicle Licensing Agency (DVLA), Driving and Vehicle Licensing Agency Northern Ireland (DVLAI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including

1. Electronic Licensing;
2. Continuous Insurance Enforcement;
3. law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
4. the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic **accident** (either in the UK, the European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a **claim** in respect of a road traffic **accident** (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

You should show this notice to anyone insured to drive the vehicle covered under **your policy**.

Other insurance condition

If a **claim** is made under **your policy** and there is other insurance cover which **you** are, or would be but for this **policy**, entitled to have a **claim** paid under the other insurance, **we** will only pay **our** proportionate share of the **claim**.

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.

Proof of no claims condition

We have given a discount on **your policy** dependent on the number of years no claims discount **you** declared **you** have. Proof of this no claims period must be provided in writing from **your** previous insurer unless otherwise agreed with **us** or **your policy** may be invalid. **Your** period of no claims must have been earned within the United Kingdom during the previous two years and have been earned on a private car or commercial vehicle.

Providing accurate and complete information

When taking out, renewing or making a change to this **policy**, **you** or **your** insurance representative (acting on **your** behalf) must take reasonable care to provide accurate and complete answers to all questions. **You** should not provide any information which **you** know is incorrect.

We may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your policy** was accurate and complete.

If **you** do not comply with this condition and fail to take reasonable care to provide accurate and complete answers to **our** questions, then if the failure is

1. 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. not deliberate or reckless and **we** would not have provided cover had **you** provided accurate and complete answers to the questions, then **we** can elect to make **your policy** void and return **your** premium, or
3. not deliberate or reckless and **we** would have issued cover but on different terms had **you** provided accurate and complete answers to the questions then **we** can:
   - 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** provided accurate and complete answers to the questions 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

- treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** provided accurate and complete answers to the questions.

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

1. 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
2. **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
3. **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
4. 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.

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.

Tax and registration condition

Your vehicle must be taxed and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man and where required must have a current Department of Transport test certificate (MOT).

Vehicle sharing condition

Your policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons or similar provided **your vehicle** is not built or adapted to carry more than four passengers, the passengers are not being carried as part of a business of carrying passengers and **you** do not profit from the total amount of money **you** are paid for the journey.

General exclusions applicable to all parts of your policy

The following general exclusions apply to all sections of **your policy**.

Agreement with others exclusion

We will not cover **you** for any costs or **claim** arising as a result of an agreement or contract unless **we** would have had to pay the costs or **claim** anyway.

Airside exclusion

We will not cover **you** for any **claim** arising while **your vehicle** is being used in the parts of any airport or aerodrome to which aircraft have access.

Cyber exclusion

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

Earthquake exclusion

We will not cover **you** for any **claim** arising, during or because of earthquake other than as provided for by Section 1 of **your policy**.

Hazardous goods exclusion

We will not cover **you** for any **claim** which is as a result of the carriage of **hazardous goods** in or on **your vehicle** unless this has been disclosed to **us** and **we** specifically agree to accept the risk. Cover is subject to the limitations as shown within Section 1 of **your policy**. This exclusion does not apply where it would be necessary for **us** to meet **our** requirements under the Road Traffic Acts.

Pollution or contamination exclusion

We will not cover **you** for pollution or contamination unless caused by a sudden and unforeseen incident which occurs within the **period of insurance** except where necessary to meet the requirements of the Road Traffic Acts.

Racing and irresponsible behaviour exclusion

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**.

Radioactive contamination exclusion

We will not cover **you** for any **claim** arising from or because of

1 ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from burning nuclear fuel

2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts.

Riot exclusion

In anywhere other than in Great Britain, the Isle of Man or the Channel Islands, **we** will not cover **you** for any **claim** arising out of, during or because of riot or civil commotion other than as provided for by Section 1 of **your policy**.

Uninsured drivers and use of your vehicle exclusion

We will not cover **you** for any **claim** while **your vehicle** is being

1 used for any purpose that the **certificate of insurance** does not allow

2 driven by someone not allowed to drive by the **certificate of insurance**

3 driven by **you** if **you** do not hold a licence to drive the vehicle or **you** are disqualified from having such a licence

4 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.

but **we** will still cover **you** under **1** and **2** if the **claim** arises because **your vehicle** was stolen or taken without **your** permission.

War risk exclusion

We will not cover **you** for any **claim** which is as a result 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.

Driving under the influence of excess alcohol or drugs

This **policy** does not provide cover for any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any **claim**, if **you** or any other person entitled to drive **your vehicle** is:

1 found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred

2 is driving whilst unfit through drink or drugs, whether prescribed or otherwise,

3 fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

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**.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional definitions specific to Section 12 which are shown in that section.

Accessory/Accessories

Any items permanently attached to **your vehicle** which is not directly related to its function or performance but forms an integral part of the vehicle and are not designed to operate independently of it.

Approved repairer, Windscreen replacement provider

A repairer from **our** approved network, who can be contacted using the phone number on page 4.

Certificate(s) of insurance

A document showing that **your policy** meets the legal requirements for insuring motor vehicles (as described in the Road Traffic Acts).

Claim(s) or accident(s)

An event which is insured under **your policy**.

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.

Endorsements

A wording contained in the **schedule** which changes the insurance cover provided in **your policy** booklet. An endorsement can either restrict or provide **you** with extra cover.

Excess

The first amount **you** must pay towards the cost of a **claim**. Sometimes more than one excess can apply, in which case **we** add them together. Please refer to Section 2 for more details. **You** may also have to pay an additional excess if **you** chose not to use an Approved repairer.

Green card

An international insurance certificate.

Hazardous goods

Any material which is included within

1. the Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 or subsequent legislation, or
2. the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable

Pressure Receptacles Regulations 1996 or subsequent legislation, or

3 the Carriage of Explosives by Road Regulations 1996 or subsequent legislation, or

4 the list of substances that are hazardous to health published by the Health and Safety Executive or its successor

where **your vehicle** is required to display hazard warning (Hazchem or ADR) panels or Tremcards while the materials are being carried.

Market value

The cost of replacing **your vehicle** within the UK, with one of similar make, model, age, condition and mileage.

Period of insurance

The period from the effective date up to and including the expiry date as shown on **your schedule** and **certificate of insurance**.

Personal belongings

Personal property within **your vehicle** including clothing, portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

Policy

The policy booklet, **schedule**, **certificate of insurance**, optional covers and any **endorsements** attached or issued.

Schedule

This is issued with **your policy** booklet and shows details of **your vehicle**, **your policy** cover, the premium and any additional **endorsements** that apply.

Statement of fact

The information given to **us** by **you** when arranging this insurance.

Terrorism

An act that the government of the United Kingdom considers to be an act of terrorism or any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action, law suit or other proceedings where **we** allege that by reason of this definition any loss or damage is covered only up to a specified limit, the burden of providing to the contrary will be upon **you**.

In the event that any part of the limitation in respect of terrorism is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

We, us, our

AXA Insurance UK plc.

A different meaning applies in Section 12.

You, your

The person, firm, company or organisation shown in the **schedule** as the insured.

Your vehicle

Any vehicle insured under this **policy** and/or other vehicle which is added by **you** during the period of cover each as identified by its registration mark in **your** current **certificate of insurance** and **policy schedule**.

Guide to your policy cover

Type of cover	Sections which apply
Comprehensive	All sections of the **policy** apply
Third party, fire and theft	All sections of the **policy** apply, except for Sections 3, 5, 6 and 7. Section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.
Third party	All sections of the **policy** apply, except for sections 2,3,5,6 and 7.

Subject also to the exclusions and conditions of any **endorsements** specified on **your policy schedule**.

All sections of cover should be read in conjunction with the General conditions and exclusions applicable to all parts of **your policy** shown on pages 7–15.

Section 1 - Legal liability to third parties

Contents of this section

✓ What is covered

We will cover **you** against **your** legal liability resulting from any one **accident** involving **your vehicle** for

1. death of or bodily injury to anyone

   and

2. damage to property

resulting from any **accident** involving **your vehicle**, or loading or unloading of **your vehicle**.

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.

Corporate manslaughter and corporate homicide – legal defence costs

With **our** written consent, the limit of cover provided under Section 1 of **your policy** includes

1. **your** legal fees and expenses incurred for defending proceedings including appeals
2. costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
   - Health and Safety at Work etc Act 1974;
   - Health and Safety at Work (Northern Ireland) Order 1978;
   - Corporate Manslaughter and Corporate Homicide Act 2007.

Provided always that **we** will not be liable:

1 for more than £5,000,000 in total in respect of any one action or series of actions arising out of any one insured event and in aggregate during any one **period of insurance**

2 unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business

3 unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts

4 in respect of proceedings which result from any deliberate act or omission by **you**

5 where indemnity is provided by another insurance policy

6 for fines or penalties or the cost of implementing any remedial order or publicity order

7 for any appeal against any fine, penalty remedial order or publicity order

8 for costs incurred as a result of the failure to comply with any remedial order or publicity order

9 for costs and expenses insured by another policy

10 for fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**.

Costs and expenses

For any event where **we** provide insurance under this section, **we** will pay

1 solicitors' fees to represent anyone insured under this section at a Coroner's Inquest or Fatal Accident Inquiry

2 for the defence in any Court of Summary Jurisdiction

3 the cost of legal services to defend a charge of manslaughter or causing death by reckless driving

4 any emergency treatment fees **we** are required to pay by the Road Traffic Acts

5 any other legal fees, costs and expenses incurred to investigate or defend a **claim** against **you**, with **our** written consent.

Hazardous goods

If **we** specifically agree to accept a risk where a vehicle must legally carry Hazardous Chemical plates the following will apply:

1 all drivers and vehicle attendants must hold a current and valid ADR certificate in accordance with the carriage of dangerous goods by road regulations

2 **our** liability will be limited to £250,000 whilst **hazardous goods** are being transported in respect of any one **claim** or series of **claims** arising out of one event involving **your vehicle** or whilst loading or unloading it. Unless

we have to exceed this limit to meet the requirements of the Road Traffic Acts.

Terrorism

In respect of **terrorism**, where **we** are liable under Road Traffic Acts the maximum amount **we** will pay for damage to property as a result of any **accident** or **accidents** caused by **your vehicle**, or vehicles driven or used by **you**, or any other person, and for which cover is provided under this section will be

1 £5,000,000 including costs and expenses incurred with **our** written consent in respect of all **claims** arising out of one event, or

2 such greater sum as may in the circumstances be required by the Road Traffic Acts.

Vehicles which are covered

The vehicle specified on **your certificate of insurance** or temporary cover note and **policy schedule**.

Who is covered by this section

You and the following people are insured under this section

1 anyone allowed by the **certificate of insurance** to drive **your vehicle**

2 any passenger travelling in, or 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 in respect of any liabilities incurred which are otherwise covered by **your policy**.

✗ What is not covered

We will not provide cover under this section

1 for any amount in excess of £5,000,000 (excluding legal costs) for any one **claim**, or number of **claims**, arising out of one event in respect of damage to property

2 if the person who is covered by this section 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, unless a licence to drive is not required by law

3 for death of, or bodily injury to, any person arising out of and in the course of that person's employment other than where it is necessary to meet the requirements of the Road Traffic Acts

4 for loss of or damage to property

- owned by or in care of the person who is covered by this section
- being carried in or on **your vehicle** or trailer

5 for loss of or damage to **your vehicle** or trailer

6 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**

7 to anyone who does not keep to the terms of **your policy** as far as they can apply

8 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 directly or indirectly caused in connection with using **your vehicle**

9 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

10 damage to any bridge, viaduct, weigh bridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law

11 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.

Section 2 – Loss of or damage to your vehicle

Contents of this section

✓ What is covered

If **your vehicle** is lost or damaged, **we** will

1. repair, or
2. replace, or
3. pay in cash the cost of the loss or damage.

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.

We will not pay more than the market value.

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

If the only loss or damage to **your vehicle** is a broken window or windscreen please refer to Section 3 – Broken windows and windscreens.

Audio visual communication and guidance equipment

We will pay for

1. any type of audio visual communication and guidance equipment that formed an integral part of the vehicle at original manufacture

   and

2. up to £500 after deduction of the **excess** as shown on **your policy schedule** for any one **claim** for loss of or damage to permanently fitted audio visual communication or guidance equipment that was not

fitted as a standard **accessory** to **your vehicle** at the time of the vehicle manufacture.

Replacement of locks due to the loss or theft of keys

In the event of keys, lock transmitters, or entry card for keyless entry system for **your vehicle** or the security immobilisation keys or transmitters for **your vehicle** being lost or stolen, provided **you** have reason to believe that any person who finds, or has stolen, such items would be able to identify the whereabouts of **your vehicle**, and **you** report the loss to the Police within 24 hours of discovering it **we** will pay for replacing

1 door and/or boot locks
2 ignition/steering locks
3 lock transmitter and central locking interface
4 immobilisation/alarm system.

subject to a maximum payment of £500 for any one incident.

The loss or theft of keys sub section of cover is not subject to payment of any **excess**.

Recovery and redelivery

If **you** cannot use **your vehicle** as the result of loss or damage covered under this section **we** will pay the costs of

1 protecting it and moving it to the nearest repairers

   and

2 returning it to **you** after repair to any address **you** wish as long as the cost is no more than it would be if **we** delivered it to **your** address shown in the **schedule**.

Replacement vehicles

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.

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.

Your contribution

Policy excess

The amount **you** must pay towards each and every **claim** under this section will be shown on **your schedule**.

Young and inexperienced drivers excess

You must pay an amount towards a **claim** for all loss or damage to **your vehicle**. This will depend on the age and experience of the person driving.

This **excess** will apply in addition to the **policy excess**. 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 1 a provisional licence, or 2 a full UK or EU licence, but held for less than one year	£150

Voluntary excess

If **you** have chosen a voluntary **excess**, this will be shown on **your schedule** and will apply in addition to both the **policy excess** and any young and inexperienced drivers **excess** for each and every **claim** under this section.

✘ What is not covered

We will not pay for

1 broken windows or windscreens (including any resulting scratched bodywork) if this is the only damage to **your vehicle** (see Section 3 – Broken windows and windscreens)

2 any reduction in the **market value** of **your vehicle** following its repair

3 loss of use of **your vehicle**

4 depreciation

5 wear and tear

6 mechanical or electrical
   - breakdowns
   - failures
   - breakages

7 damage to tyres caused by braking, punctures, cuts or bursts

8 loss of **your vehicle** or other property where it is obtained by any person, or where any person attempts to obtain it, using any form of payment which proves to be counterfeit, false, fraudulent, invalid, unable to be collected, irrecoverable or irredeemable for any reason

9 loss of or damage to **your vehicle** where possession is obtained by fraud, trick or false pretence

10 loss or damage to **your vehicle** as the result of

- lawful repossession, or
- return to its rightful owner or
- seizure by the Police or their authorised representatives

11 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**

12 loss or damage caused by an inappropriate type or grade of fuel being used in **your vehicle**

13 the costs for reinstating or replacing data of any form that was held on or stored by any equipment that may be covered under this section

14 any damage caused deliberately by **you** or anyone else insured under **your policy**

15 any loss or damage caused by

1 loss of data including restoration and duplication costs and loss of value of data

2 reduction in performance of **your vehicle**

3 loss of use or breakdown of computer systems on **your vehicle**

4 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

17 any **excess** that applies to this **policy**.

Section 3 - Broken windows and windscreens

Contents of this section

Also see Section 12 – AXA UK Assistance for details of the service **we** provide for broken windows and windscreens.

✓ What is covered

1 Breakage of windows and windscreens in **your vehicle**

2 Any resulting scratched bodywork

provided there is no other damage to **your vehicle**.

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.

Broken windows and windscreens excess

You must pay the amount shown on **your certificate of insurance** towards every **claim** for replacement or repair of windows or windscreens.

✗ What is not covered

We will not pay more than £100, after **your** contribution has been deducted, unless repair or replacement is carried out by a **windscreen replacement provider** authorised by **us**.

Section 4 – Trailers and towing

Contents of this section

✓ 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. 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
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.

Section 5 - Personal injury to your driver

Contents of this section

✓ What is covered

If the driver of **your vehicle** is injured in an **accident** which is the subject of a **claim** under Section 1 or Section 2 of **your policy we** will pay £5,000 to **your** driver's estate, if within three months of the **accident** the injury is the sole cause of death.

✗ What is not covered

We will not pay if

1 suicide, attempted suicide, alcoholism or drug addiction causes, contributes to or speeds up such death

2 death happens more than three months after the **accident**

3 **you** are a firm, company or the named policyholder is more than one person.

Section 6 - Medical expenses

Contents of this section

✓ What is covered

If **you**, **your** driver, or any person travelling in **your vehicle**, is injured in an **accident** which is subject of a **claim** under Section 1 or Section 2 of this **policy we** will pay medical, surgical and dental fees up to £250 for each person injured.

Section 7 – Personal belongings

Contents of this section

✓ What is covered

In the event of an **accident** involving **your vehicle**, **we** will pay up to £250 in total for loss of or damage to **personal belongings** in, or on, **your vehicle**.

If **you** wish, instead of paying **you**, **we** will pay the owner of the lost or damaged property. Payment by **us** to the owner of the lost or damaged **personal belongings** will end **our** liability.

✗ What is not covered

1 wear, tear and loss of value of any **personal belongings**

2 money, stamps, tickets, documents or securities (such as share or bond certificates)

3 goods, tools or samples carried for any trade or business

4 loss or damage when no one is in **your vehicle** unless

- all windows, doors, roof openings and hood are closed and locked
- all keys or devices are kept securely away from **your vehicle** by **you** or the driver of **your vehicle**
- all **personal belongings** are in a locked boot, or a glove compartment.

5 loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational equipment, including the cost of reinstating data on these systems.

Section 8 - Service or repair

Contents of this section

✓ What is covered

We will continue to provide cover under **your policy** while **your vehicle** is in the custody or control of a motor garage, or other similar business, which **you** do not own, for the purpose of

1. maintenance
2. repair
3. testing, or
4. servicing.

This is subject to the terms and conditions of **your policy** other than any limitations which exist on **your certificate of insurance** in respect of use and driving.

Section 9 – Third party uninsured drivers

Content of this section

Third party uninsured drivers

If **you** make a **claim** following an **accident** and the driver of the other vehicle is not insured **you** will not lose **your** No claims discount or have to pay any **excess** as a result of the **accident** provided that:

1. **we** establish that the **accident** is not **your** fault

   and

2. **you** are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay **your excess** initially and **your** No claims discount may be temporarily reduced but **your excess** will be reimbursed and no claims discount reinstated if **you** are able to meet all the conditions of this section.

Section 10 – Territorial limits and European travel

Contents of this section

✓ What is covered

We will provide insurance as shown in **your policy**, the **schedule** and the **certificate of insurance** whilst **your vehicle** is in, or travelling between, Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

We will also provide **your policy** cover for a maximum period of 93 days any one **period of insurance** whilst **your vehicle** is being used in

1. any other member country of the European Union and/or
2. any other country which has agreed to follow European Union directives on motor insurance and is approved by the Commission of the European Union.

If **you** intend to travel within the territories shown in **2** above for a period beyond 93 days during any one **policy** period **you** must inform **us** to enable **us** to consider what terms **we** wish to apply.

Travel outside of the territorial limits

If **you** intend travelling to a country which is not mentioned in **1** or **2** above, then **you** must contact **us** before **you** leave so that **we** can consider whether **we** are able to provide **you** with cover.

Provision of cover outside of the countries specified in **1** and **2** above is at **our** discretion, and if provided, may be subject to additional terms being imposed on **your** cover and payment by **you** of an additional premium. Full details will be provided at the time of **your** request.

Please give **us** at least 14 days' notice of the intention to travel abroad to allow **us** adequate time to process the request and issue a **green card**.

Issue of a green card

Although **your** current **certificate of insurance** is evidence that **you** have cover which meets compulsory motor insurance legislation within the countries specified within **1** and **2**, **we** will, if **you** ask **us**, issue a **green card**. Please give **us** at least 14 days' notice of the intention to travel abroad to allow **us** adequate time to process the request.

Customs duty

If **your vehicle** is involved in an **accident** outside of the UK, **we** will pay any customs duty that arises as the direct result of any loss or damage insured by **your policy**.

Section 11 - No claims discount when you renew

Content of this section

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 one **claim** during the insurance year, the number of **claim** free years **you** earn will be reduced as follows

Claim free years you have earned	Claim free years reduced to
1 year	NIL
2 years	NIL
3 years	1 year
4 years	2 years
5 or more years	3 years

If **you** make two or more **claims** in the previous insurance year, **you** will not get a No claims discount when it is time to renew **your policy**.

Your No claims discount cannot be transferred to anyone else.

No claims discount can only be earned by **you** if **your policy** has been in force for a period of 12 months.

Your No claims discount will not be affected by

1. payments for emergency treatment fees under the Road Traffic Acts, or
2. payments solely made under Section 3 of **your policy** for broken windows or windscreens in **your vehicle**.

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

Section 12 – AXA UK Assistance

Contents of this section

AXA UK Assistance can arrange a wide range of services for **your** benefit.

Inter Partner Assistance S.A. is a firm authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664).

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

Meanings of defined terms

You can find the meaning for words in bold blue print on page 19. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

We, us, our

Inter Partner Assistance S.A. UK branch and AXA Assistance (UK) Limited, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

✓ What is covered

Accident recovery cover

If **your vehicle** is immobilised following a motor **accident** anywhere in the **territorial limits**, **we** will arrange and pay for

1 the cost of transporting **your vehicle** and passengers to

- **your** home or intended immediate destination in the **territorial limits** at the time of the **accident**, or
- to the nearest suitable repairer or to an **approved repairer** nominated by **you** and/or

2 the hire of a suitable and equivalent vehicle for up to 24 hours, subject to availability and any restrictions imposed by the car hire company.

Breakdown referral service cover

Following mechanical breakdown of **your vehicle** anywhere in the **territorial limits**, **we** can arrange for the following services to be provided at **your** own cost.

We will tell **you** in advance of the level of charges required by the breakdown operator, although the exact cost for completing the work cannot be calculated in advance.

You will have to pay the recovery operator and any other suppliers directly for their costs and fees for goods or services supplied.

We will arrange at **your** request for

1 the attendance of a vehicle recovery specialist to provide roadside repairs and/or for recovery of **your vehicle** and passengers to the nearest suitable garage or destination

2 **you** to complete **your** journey by providing a replacement hire car or taxi, or alternative overnight accommodation

3 up to two telephone messages to be forwarded to explain **your** delay or cancellation of journey.

The breakdown referral service is not available

1 for vehicles immersed in mud, snow, sand or water

2 for the cost of any parts, lubricants, fluids or fuel required to restore **your vehicle's** mobility

3 if **your vehicle** has not been regularly serviced in accordance with the manufacturer's instructions and is unroadworthy at the start of the journey.

Window or windscreen breakage cover

If **you** have comprehensive cover, the cover described in Section 3 – Broken windows and windscreens applies.

We have negotiated special terms with a number of approved **windscreen replacement providers**.

If **you** suffer a broken or damaged window or windscreen please call the AXA UK Assistance freephone helpline number 0800 269 661 and **you** will be put in touch with one of **our** authorised **windscreen replacement providers** immediately.

When **you** use one of our authorised **windscreen replacement providers**, please note

1. **you** will need to produce **your certificate of insurance**
2. the upper payment limit referred to in Section 3 of **your policy** will not apply
3. the cost of window or windscreen replacement or repair will be directly billed to **us**. **You** will need to pay the glass **excess** in the event of replacement and VAT if **you** are VAT registered
4. **you** are entitled to have the windows and windscreens permanently etched with **your** registration mark free of charge as a security measure.

If **you** have third party, fire and theft or third party only cover, the cover described in Section 3 – Broken windows and windscreens does not apply.

However if **you** have suffered a broken or damaged window or windscreen **you** can still take advantage of the special terms **we** have negotiated by producing **your certificate of insurance** to the **windscreen replacement provider**.

Please call the AXA UK Assistance freephone number 0800 269 661 to arrange **your** repair.

✘ What is not covered

We will not cover

1. any liability arising directly or indirectly from any act performed in the execution of the assistance services provided
2. any **claim** while **your vehicle**
   - is carrying more passengers or towing a greater weight than for which it was designed as stated in the manufacturer's specifications or is carrying more than five people
   - is being driven on unsuitable terrain
3. any expenses **you** would normally have incurred during the journey
4. any **accident** brought about by an avoidable, wilful and deliberate act committed by **you**
5. **you** if **your vehicle** exceeds 3.5 tonnes gross **vehicle** weight.

Section condition

This condition of cover applies only to this section. If **you** do not comply with a condition **you** may lose all right to cover under **your policy** or to receive payment for a **claim**.

AXA UK Assistance claims notification condition

You will only be able to **claim** for the services provided if **you** call the emergency helpline number on page 4.

You must be with **your vehicle** at the estimated time **we** advise that assistance can be expected.

You are responsible for the safety of the contents of **your vehicle**.

Data Protection

AXA Partners, which is part of the AXA Group, takes **your** privacy very seriously. For information on

1. how **we** collect **your** personal data
2. what information **we** collect
3. how **we** use it
4. who **we** share it with
5. how long **we** keep it and
6. **your** rights relating to that data

you can read **our** privacy policy online at: www.axapartners.co.uk/en/privacy-policy

We may also provide **you** with additional information separately including

- detailing specific ways **we** wish to use **your** data and
- where relevant, how and when **we** ask for **your** consent.

Please send data privacy queries and data subject requests to: dataprotectionenquiries@axa-assistance.co.uk

Please note this mailbox should not be used for queries regarding policies, claims or assistance.

Sanctions Clause

We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Financial Service Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

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

Head of Customer Relations
AXA Insurance
PO Box 2796
Bolton
BL6 9LZ

Tel: 0330 024 5518

Email: customercare@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.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: 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).

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy. If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.

Endorsements which might apply

Your policy coverage 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** sections of **your 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 exclusions of **your policy** also apply to **endorsements**.

001 Own loss or damage

You will pay the amount shown in the **excess** field stated on **your 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 **your 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

Policy coverage applies when any vehicle described in the **green card** is in any country named in the **green card**.

007 Drivers under age 25 excluded

The insurance provided by **your policy** will not apply when **your vehicle** is being driven by, or is in the charge of anyone under 25 years old.

009 Drivers under age 30 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 30 years old.

010 Drivers under age 21 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 21 years old.

017 Isle of Man Law

Your policy has been entered into in the Isle of Man and must keep to the laws of the island. Any disputes under **your policy** will be held and settled on the island.

044 Fixtures and fittings excluded

We will not pay under Section 2 of **your policy**, for loss of or damage to fixtures, fittings and utensils in **your vehicle**.

045 Food poisoning excluded

We will not provide cover under Section 1 of **your policy** for death, injury or illness of anyone connected with:

1 poisoning of any kind from food or drink;

2 anything harmful in the condition of any goods supplied or to the defective condition of the goods container.

051 Accidental damage fire and theft

The cover under Section 2 of **your policy** is restricted to loss or damage caused directly by accidental damage, fire, self-ignition, lightning, explosion, theft or attempted theft, provided **your vehicle** is kept in enclosed premises owned or occupied by **you**.

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 claims 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 claim discount at renewal.

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.

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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