

# **MOTOR FLEET INSURANCE**

**Your Policy Terms and Conditions**  
August 2013 Edition

**redefining** / standards



# Introducing AXA

### **One of the world's largest insurers**

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

### **Care, guidance & support – when you need it**

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care, guidance and support as and when you need it.

We employ 110,000 people worldwide, and are the fifteenth largest company in the world by revenue (Fortune Global 500, 2006).

AXA provides products that help people to get the best out of life. Our products and services include: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

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## Your Policy

*The Company in consideration of the payment of the premium shall provide Insurance against loss, destruction, damage or liability occurring at any time during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the operative Sections of the Policy as shown in the Schedule subject to the exclusions, provisions and conditions of the Policy plus any additional Endorsements shown on the Schedule.*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract.*

### **Important**

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We recommend You read this Policy together with Your Schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your Insurance Adviser.

Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 30.

### **The law applicable to this Policy**

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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 Helplines

UK Accident Recovery	<b>0800 269 661</b>	Our 24 hour emergency helpline service provides help when You most need it. See Section 14 Page 20
UK Emergency Breakdown	<b>0800 269 661</b>	Our 24 hour emergency helpline service provides help when You most need it. See Section 14 Page 20
Window and Windscreen Breakage	<b>0800 269 661</b>	A quick and efficient repair/replacement service is available 24 hours a day 365 days a year.
Claims Contact number - Office Hours	<b>0870 900 0860</b>	This will put you in contact with our Claims Department during office hours (9.00 am to 5.00 pm) and out of hours message only service.

In order to maintain a quality service, telephone calls may be monitored or recorded.

## Definitions

*Certain words in this Policy have special meanings. They are explained below.*

### **Accessories**

Any items permanently attached to Your Vehicle which are not directly related to its function as a vehicle but form an integral part of the Vehicle and are not designed to operate independently.

### **Certificate of Insurance**

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

### **Claim or Accident**

An event which is insured under this Policy.

### **Declaration Period**

The intervals of time at which you must tell Us of changes additions or deletions to the Schedule of Vehicles that You want us to cover under this Policy.

### **Endorsement**

A wording which changes the insurance in the printed Policy.

### **Excess**

The amount shown against the term Excess wherever used is the amount You must pay towards the cost of repairs.

You should note that if more than one of Your vehicles is involved in the same accident or loss any Excess which is applicable will be applied to each vehicle as though separately insured.

### **Green Card**

An international insurance certificate.

### **Insure, Insurance**

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

### **Liability, Liable**

A legal responsibility to compensate others.

### **Market Value**

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

### **Period of Insurance**

The period from the effective date up to and including the expiry date as shown on Your Policy Schedule and Certificate of Insurance.

### **Proposal/Statement of Fact**

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

### **Renewal**

Extending the original period of insurance.

### **Replacement Windscreen Provider**

Providers whose names and telephone numbers appear in Our Assistance Services leaflet or whose names have been obtained from Our AXA Insurance Assistance Helpline.

### **Schedule**

This is issued with Your Policy booklet and shows details of Your Vehicles, the Premium, Policy cover and at each subsequent renewal confirming details of any Endorsements which apply.

### **Third Party**

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

**Vehicle Type**

Described by registration number or for a group of vehicles by the general type of vehicle concerned. No individual vehicle detail such as make or models are included.

Vehicle type descriptions are, for example,

- Private Cars
- Goods Carrying Vehicles
- Agricultural Vehicles
- Special Type Vehicles
- Mobile Plant Vehicles
- Motor Cycles

Each type of vehicle will have unique Cover, Use, Driving, Endorsement and Certificate arrangements which will be shown in the Schedule.

**We, Us, Our**

Refers to AXA Insurance UK plc except under Section 14 and Section 17.

**You, Your**

The person shown in the Schedule as the Policyholder.

**Your Vehicle(s)**

Any Vehicle Type described on the policy schedule or any other Vehicle Type details of which have been supplied to us in accordance with Your Declaration Period and for which a Certificate of Insurance is in effect.

## Guide to Your Policy Cover

*The Policy cover is shown by the Cover Code in the Schedule against the Vehicle Type or Individual Vehicle as is the Use Clause and Driving Limitations in force on the Certificate of Insurance and any Endorsements applicable.*

The Cover Code means:

- **A – Comprehensive**  
All Sections of the Policy apply.
- **B – Third Party Fire and Theft**  
All Sections of the Policy apply, except for Sections 8, 9 and 10.  
  
Section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.
- **C – Third Party**  
All Sections of the Policy apply except Sections 2, 8, 9 and 10.

## Section 1 – Legal Liability to Third Parties

### **What the insurance covers**

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We will Insure You against Your legal liability resulting from any one accident involving Your Vehicle for:

- death of or bodily injury to anyone
- damage to property which is limited to and We will not pay more than:  
  
£20,000,000 for any one claim or number of claims arising out of one event if Your Vehicle is shown in the Schedule as a Private Car  
  
£5,000,000 for any one claim or number of claims arising out of one event for any other vehicle shown in the Schedule.

### **Vehicles which are insured**

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- Your Vehicle(s)

### **Who is insured under this section**

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You and the following people are insured under this section:

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

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

### **Costs and Expenses**

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

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

### **Emergency Treatment**

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

### **What is not covered**

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We will not provide Insurance under this Section:

- if the person claiming knows that the driver at the time of the accident has never held a licence to drive the vehicle, or is disqualified from having such a licence, unless a licence to drive is not required by law.
  - for death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.
  - for loss of or damage to property owned by or in the care of the person claiming, or being carried in or on Your Vehicle.
  - for loss of or damage to Your Vehicle.
  - for death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle.
  - for death, injury or damage caused by or connected with property on which You have carried out any process of manufacture, construction, alteration, repair or treatment.
  - for death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to Your Vehicle, except so far as is necessary to satisfy the Road Traffic Acts.
- to anyone other than You who can claim under any other policy.
  - to anyone who does not keep to the terms of this Policy as far as they can apply.

## Section 2 – Loss of or Damage to Your Vehicle

### What the Insurance covers

If Your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage. The most We will pay is the Market Value of Your Vehicle and its attached accessories and spare parts at the time of the loss or damage.

### Audio Visual Communication and Guidance equipment

There is no limit applicable under this policy for any type of Audio Visual Communication and Guidance equipment that formed an integral part of the vehicle at original manufacture.

We will only pay up to £1,000 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.

We will not pay 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 sub section.

### Loss or Theft of Keys

We will in the event of Your Vehicle keys transmitters or security immobilisation keys transmitters being lost or stolen pay for replacing

- door and/or boot locks
- ignition/steering locks
- lock transmitter and central locking interface
- immobilisation/alarm system

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

Provided that You have reason to believe that the person who finds or has stolen such items would be able to identify the whereabouts of Your Vehicle.

This sub section of cover is not subject to Excess.

### Replacement Vehicle

We will if You and anyone else We know who has an interest in the vehicle agrees replace Your Vehicle with a new one of the same make and model if one is available provided that:

- a) Your Vehicle is a Private Type car in the first year of registration from manufacture

or

- b) Your Vehicle is a Commercial Vehicle with a Gross Vehicle Weight of 3.5 Tonnes or less and is in the first six months from manufacture

and was purchased and registered by You from new and is

- Lost by theft

or

- Damaged and the cost of repairs exceed 60% of the manufacturers list price (including VAT) at the time of the claim.

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 factory fitted accessories and spare parts at the time of the loss or damage.

### Recovery and Redelivery

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

- protection and removal to the nearest repairers
- returning Your Vehicle to You after repair to any address You wish, provided the cost is no more than it would be if We delivered it to Your address shown in the Schedule.

### Your Contribution

#### Own Loss or Damage Excess

You must pay the amount shown against the word Excess on the policy schedule towards each and every claim payable under this Section of the policy but excluding any claims for broken windows or windscreens including any resultant scratching to the paintwork providing there is no other damage to Your vehicle.

#### Young and inexperienced driver Excess

In addition to any other amount You must pay as shown elsewhere within this policy or under any Endorsement attaching to this policy You must also pay the following if Your Vehicle is lost or damaged whilst being driven by or in the custody or control of any person who features in the following table:

Age of Driver	Amount You Pay
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Under 21 years old	£250
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21 to 24 years old	£150
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At least 25 years old with a licence to drive the vehicle which is:

- |                                                                                   |      |
|-----------------------------------------------------------------------------------|------|
| • a provisional licence                                                           | £150 |
| • a full UK licence but held for less than one year                               | £150 |
| • a full EU licence but driver has been resident in the UK for less than one year | £150 |
| • a full International licence                                                    | £150 |

You do not have to pay these additional amounts for:

- broken windows or windscreens including any resultant scratching to the paintwork providing there has been no other damage to Your Vehicle
- if the loss or damage was caused whilst Your Vehicle was in the custody or control of a motor trader for repair or service.

### Broken windows and windscreens

You must pay the amount shown in the Windscreen Excess field stated on the Policy Schedule towards every claim for replacement windows or windscreens. If the only damage to Your Vehicle is a broken window or windscreen, including any resulting scratched bodywork, We will not pay more than £100 towards each claim unless the repair or replacement is carried out by a Replacement Windscreen Provider authorised by Us.

**What is not covered**

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We will not pay for:

- any depreciation in the Market Value of Your Vehicle following its repair, the cost of which is the subject of a claim under this Section;
- loss of use of Your Vehicle;
- depreciation;
- wear and tear;
- mechanical or electrical breakdowns, failures or breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- losing Your Vehicle through deception by someone pretending to be a buyer or that person's agent;
- loss or damage caused during the seizure of Your Vehicle by the Police or anyone empowered to act on behalf of a Police Authority;
- loss or damage caused to Your Vehicle whilst it is being held in the custody or control of any Police Authority or any other person acting in accordance with direct instructions of any Police Authority.

**Unattended Vehicle Clause**

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

**Date Recognition Exclusion Clause**

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

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

## Section 3 – Indemnity to Principals

### **What the insurance covers**

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We will Insure You in the terms of Section 1 of this Policy in respect of liability for which You are responsible under an agreement with a Principal.

### **What is not covered**

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**We will not provide Insurance under this Section –**

- **against claims arising out of agreements unless a claim would have been accepted in any case**
- **for bodily injury to the Principal for any amount for which You would not be liable in the absence of an agreement**
- **for death or bodily injury to any person in the employ of the Principal arising out of and in the course of that person's employment by the person claiming**
- **for damage to property owned by, or in the care of the Principal for any sum exceeding the amount required to indemnify the Principal**
- **for death, injury or damage resulting from the negligence of any person other than You or Your employee**
- **to any person who does not comply with the terms of this policy as far as they can apply.**

## Section 4 – Unauthorised Movement

### **What the Insurance covers**

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We will Insure You in the terms of Section 1 of this Policy

- against legal liability arising as the result of any accident involving any motor vehicle which does not belong to You, and is not hired or loaned to You, which is being moved by You for the exclusive purpose of parking or to facilitate the passage of a vehicle insured by this policy
- for loss or damage to any vehicle which is being moved.

### **What is not covered**

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**We will not provide Insurance under this Section –**

- **unless the person driving, or the person in charge of the vehicle as the driver, is in Your employ**
- **to any person who does not comply with the terms of this Policy as far as they can apply.**

## Section 5 – Contingent Liability

### **What the Insurance covers**

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We will Insure You in the terms of Section 1 of this Policy when any motor vehicle, not Your property and not provided by You, is being used in connection with Your business by any person in Your employ.

### **What is not covered**

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**We will not provide Insurance under this section if there is any other existing insurance covering the same liability.**

## Section 6 – Cross Liabilities

### **What the insurance covers**

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We will Insure You in the terms of Section 1 of this Policy, each Policyholder described in the Schedule in respect of any claim made by any of them against each other, as if the other was not insured under this Policy.

## Section 7 – Trailers and Disabled Vehicles

### **What the Insurance covers**

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We will Insure:

- **Specified Trailers**  
a trailer listed in an effective Schedule (in the terms set out in that Schedule) whether it is attached to Your Vehicle or is detached and not being used.
- **Unspecified Trailers**  
a trailer, including any trailer type Agricultural Implement or Machine not specified in an effective Schedule, as if it were part of Your Vehicle, but only while it is attached to Your Vehicle for towing or operational purposes.
- **Disabled Vehicles**  
Your liability under Section 1 of this Policy for a disabled mechanically-propelled vehicle attached to Your Vehicle.

### **What is not covered**

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We will not provide Insurance under this Section

- when a trailer is attached to any vehicle other than Your Vehicle
- if Your Vehicle is towing a greater number of trailers in all than is allowed by law
- if Your Vehicle is towing a disabled mechanically-propelled vehicle for hire or reward
- for loss or damage to any disabled mechanically-propelled vehicle
- for loss or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle
- for death, injury or damage because of operating any unspecified mobile plant trailer as a tool of trade (other than a trailer used for Agricultural and Forestry Purposes) except where it is necessary to meet the requirements of the Road Traffic Acts.

## Section 8 – Personal Injury to Your Driver

If Your driver is injured:

- in direct connection with Your Vehicle then We will pay £2500 to Your driver or to Your driver's estate, if within 3 months of the accident, the injury is the sole cause of:
- death;
- total and permanent loss of all sight in one or both eyes; or
- total loss of one or more limbs by being cut off at, or above, the wrist or ankle.

### **We will not pay:**

- if suicide, attempted suicide, alcoholism or drug addiction contributes to or speeds up the injury or death;
- more than £2500 arising out of any one incident or during any one Period of Insurance.

## Section 9 – Medical Expenses

If You, Your driver, or any person travelling in Your Vehicle are injured by a cause directly connected with Your Vehicle, We will pay up to £250 medical expenses for each person injured.

## **Section 10 – Personal Belongings**

We will pay up to a total of £250 for any one claim 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. A receipt from the owner will end Our liability.

### **We will not pay for:**

- money, stamps, tickets, documents or securities;
- goods or samples carried for any trade or business;
- theft of any property carried in an open-top or convertible vehicle unless in a locked boot or glove compartment;
- property insured under any other policy.

## **Section 11 – Service or Repair**

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

## **Section 12 – Right of Recovery**

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

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

## Section 13 – Geographical Limits and European Travel

### Geographical Limits

We will provide Insurance as set out in the Policy, the Schedule and the Certificate of Insurance in, or travelling between,

- Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands and/or
- Any other member country of the European Union and/or
- Iceland, Norway and Switzerland.

Whilst Your Certificate of Motor Insurance is sufficient evidence of cover within the above Geographical Limits We will if requested provide You with a Green Card which will be issued free of charge.

### Automatic Minimum Cover

In addition to providing cover within the Geographical Limits mentioned above this policy also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 (2) of EC Directive relation to civil liabilities arising out of the use of a motor vehicle. If however the road traffic laws of Great Britain are wider than the minimum cover of the EU Member State where the incident occurred then the Great Britain level of cover will be provided.

### European Travel

If You are travelling within Europe but outside the territories listed within the Geographical Limits You will have to request Us to issue a Green Card to extend the Geographical Limits and full policy coverage of the policy. The provision of this cover will be at Our discretion and maybe subject to an additional premium.

### European Assistance

If You wish to take advantage of a European Assistance package provided by AXA Assistance You will need to request this cover which is provide free of charge prior to Your departure date. Full details of the cover will be provided upon request.

### Customs Duty

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

### Notice of intended travel

We would also ask you to give Us at least 14 days notice of Your need for a Green Card.

## Section 14 – AXA Insurance UK Assistance

THE EXPRESSIONS WE/US/OUR  
IN THIS SECTION MEAN  
'INTER PARTNER ASSISTANCE'.

### **Breakdown Referral Service**

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Following mechanical breakdown of Your Vehicle anywhere in the UK, **we will arrange at your request:**

- for 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
- for You to complete Your journey by providing a replacement hire car or taxi or alternative overnight accommodation
- for up to two telephone messages to be forwarded to explain Your delay or cancellation of journey.

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.

**It is important** that You are aware that You are responsible for the payment directly to the recovery operator and to other suppliers for their costs and fees for goods or services supplied.

### **Accident Recovery**

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If Your Vehicle is immobilised following a motor accident anywhere in the UK, **We will arrange and pay for:**

- the cost of transporting Your Vehicle and passengers
  - to Your home or intended immediate destination in the UK at the time of the accident
  - or
  - to the nearest suitable repairer or to an AXA Insurance Approved Repairer nominated by You
  - and/or
- the hire of a suitable and equivalent vehicle for up to 24 hours.

## Exclusions

### **We will not be liable:**

- for vehicles immersed in mud, snow, sand or water
- for the cost of any parts, lubricants, fluids or fuel required to restore Your Vehicle's mobility
- for any liability or consequential loss resulting from any act performed in the execution of the assistance services provided
- for any claim while Your Vehicle –
  - is carrying more passengers or towing a greater weight than for which it was designed as stated in the manufacturers specifications or in any event is carrying more than 8 persons
  - is being driven unreasonably or on unsuitable terrain
- for any expenses You would normally have incurred during the journey
- for any accident brought about by an avoidable, wilful and deliberate act committed by You
- if Your Vehicle
  - has not been regularly serviced in accordance with the manufacturers instructions
  - is unroadworthy at the start of the journey
  - is not a private car, estate car, land rover type vehicle, motorised caravan, light van, mini bus, trailer caravan or trailer of a proprietary make
  - exceeds 3.5 tonnes Gross Vehicle Weight.

## Conditions

You must obtain Our prior approval and consent before expenses are incurred.

You must be in attendance at 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.

## Section 15 – General Policy Exclusions

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

We will not Insure You for claims while any vehicle insured by this Policy is being:

- 1) used for any purpose that the Certificate of Motor Insurance does not allow;
- 2) driven by someone not allowed to drive by the Certificate of Motor 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;
- 5) used in any rally or competition or motor trial or on any race track for the purposes of racing or time trials whether or not as part of an organised competitive event.

**Exclusions (1) and (2) will not apply and We will insure You if the claim arises because the Vehicle was stolen or taken without Your permission.**

**Exclusions (3) and (4) will not apply when a licence to drive is not required by law.**

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

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

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

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

We will not Insure You for claims arising under Section 1 of this Policy while any vehicle Insured by this Policy is being used in the parts of any airport or aerodrome to which aircraft have access.

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

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

We will not insure You in respect of operational risks whilst Your Vehicle is being used as a tool of trade except in so far as to meet the requirements of the Road Traffic Acts unless otherwise stated on Your policy Schedule.

### **Terrorism Exclusion**

We will not Insure You under Section 1 of the Policy for any loss of or damage to property or any consequential loss or legal liability directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism.

However, we will provide the minimum cover You need under the Road Traffic Act.

For the purpose of this Exclusion, 'terrorism' means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm or whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

## Section 16 – General Policy Conditions

### Claims

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

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

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

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

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

We have full discretion over managing proceedings and settling claims.

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

### Repairs to Your Vehicle

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

- telephone Us or Your Insurance Adviser to provide full details of the claim;
- take Your Vehicle to an Approved Repairer (We will advise You of their address) or if the vehicle is not able to be driven We will arrange for it to be moved to their premises.

### Fraud

If You or anyone acting for You:

- 1 knowingly make a fraudulent or exaggerated claim under Your Policy;
- 2 knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a) refuse to pay the claim;

- b) declare the Policy void, treating it as if it had never existed without any refund of premium; and

- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

### Cash Payments

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

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

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

### Other Insurance

If there is any other insurance which covers any claim under this Policy (except for claims under Section 8) We will only pay Our share towards the claim.

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

### Arbitration

If there is any dispute about the amount to be paid under this Policy, the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration.

This will not happen if the claim in question is:

- under Section 8 of this Policy; or
- disputed for a reason other than the amount to be paid.

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

### Care of Your Vehicle

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

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

### **Declaration Basis**

Your Schedule will tell You when You have to tell Us of changes, additions or deletions of vehicles.

If any of Your Vehicles have been issued with Certificates bearing the individual registration number, You must tell Us immediately if those vehicles are changed or deleted.

Irrespective of the Declaration period specified on the Schedule You are legally obliged to ensure that the Motor Insurance Database is updated immediately of any changes, additions or deletions of vehicles. You will have been provided with instructions and a password if You are expected to notify the database Yourself directly.

In addition You must provide Us with details of the vehicles that You will wish Us to insure at each renewal anniversary date.

### **Failure to make a Declaration**

In the event of a claim if You have failed to advise Us of the existence of the vehicle which you are claiming indemnity for under this policy within the agreed declaration period we reserve the right to refuse to meet the cost of such a claim.

### **Cancelling Your Policy**

#### **Your Statutory Cancellation Rights**

You may cancel this Policy during the 14 days from receipt of the Policy documents (new business) or for a renewal, the conclusion of renewal negotiations or receipt of revised Policy documents (whichever is later) by giving notice in writing during this period and returning all effective Certificates of Insurance to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule.

There is no refund of premium if the Policy is the subject of a total loss claim. However in all other cases We will retain an amount of premium in proportion to the time You have been on cover subject to a minimum premium of £10 and refund the balance to You.

In the event of a total loss if You are paying by instalments You will either have to continue with the instalment payments until the Policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment due to be made.

### **Your Cancellation Rights Outside The Statutory Period**

You may cancel this Policy at any time by providing prior written notice and returning all effective Certificates of Insurance to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claim made under the Policy which is still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance We will retain an amount of premium in accordance with the following scale for the time You have been on cover and refund the balance to You.

### **Scale of charges**

- a) within the first period of insurance

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

If the period on cover exceeds 10 months no refund in premium is due

- b) all subsequent periods of insurance

We will retain an amount of premium in direct proportion to the period of time that the policy was in force.

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the Policy will be given.

### **Our Rights to Cancel**

We shall not be bound to accept any renewal of this Policy We may at any time give 21 days notice of cancellation by recorded delivery to Your last known address.

In the case of Policyholders based in Northern Ireland a copy of the letter will be sent to the Department of Environment for Northern Ireland.

Thereupon if You return all effective Certificates of Insurance to Us You will be entitled to a partial refund of premium in accordance with the scale of charges as shown under Your Cancellation Rights Outside The Statutory Period subject to a minimum premium of £10.

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current Period of Insurance We reserve the right not to refund any premium for the unexpired portion of the Policy.

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of the cancellation notice.

In the event of non payment of the Premium this Policy will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments. If there are any claims payments due We may at Our discretion deduct the outstanding instalments due from any claim payment due to be made.

### **Policy Administration Fees Condition**

We may charge You an administration fee if We

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

We will not make a charge without informing You.

### **Instalments**

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice.

Upon receipt of this notice You must return to Us Your current effective Certificate of Insurance.

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance:

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us.

the annual premium remains due in full. In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount.

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation.

### **Keeping to Conditions**

We will not provide insurance under this Policy unless You have:

- kept to all the terms and Endorsements in the Policy; and
- completed a Proposal form or Statement of Fact to the best of Your knowledge and belief and You have not deliberately withheld any information that would be considered a material fact.

### **Motor Insurance Database (MID)**

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

- a) the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime

- b) other UK insurers the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information if You have been involved in an accident in the UK or abroad
- c) the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing
- d) Persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

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

### **Failure to maintain the Motor Insurance Database**

If You are advised by Us that it is Your responsibility to maintain Your Vehicle details on the Motor Insurance Database (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.

## Section 17 – Uninsured Loss Recovery and Motor Prosecution Defence

This policy includes access to **Lawphone** to give advice, 24 hours a day, 365 days a year, on any commercial legal matter. We may record the calls to protect You.

**Phone: 0870 241 4140**  
**(Scotland: 0141 221 8878)**

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

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

The terms **We/Us/Our** under this Section refers to Lawclub Legal Protection.

### **Legal Representative**

The solicitor or other person appointed with Our agreement under this policy to represent You and protect Your interests.

### **Costs**

Under this Policy We will pay the following.

- The professional fees and expenses reasonably and properly charged by the Legal Representative, up to the standard rates set by the courts.
- Your opponent's costs which You are ordered to pay by a court or tribunal.

The most We will pay for all claims arising out of any one event is £50,000.

### **Territorial Limit**

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

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

### **What is covered**

#### **Uninsured Loss Recovery**

We will pay the costs of taking any legal action as a result of any road accident which causes the following:

- Your death or bodily injury while You are in, on or getting into or out of Your Vehicle
- Damage to Your Vehicle
- Damage to property which You own or are legally responsible for and which is in or on Your Vehicle.

#### **Motor Prosecution Defence**

We will pay the costs of defending Your legal rights (including making an appeal against Your conviction or sentence) after any event which results in criminal proceedings being brought against You for an offence relating to Your owning or using Your Vehicle.

We will provide this cover as long as:

- The claim is not covered under any other section of this policy
- The event happened within the territorial limit and within the period of Insurance
- The claim will be decided by a court within the territorial limit
- There is in Our view a reasonable chance of a successful defence recovering damages or getting any other remedy.

### What is not covered

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We will not provide cover for the following.

1. Any claim arising out of a contract You have with another person or organisation.
2. A claim for an event which is also covered under section 1 or 2 of this policy.
3. A claim for an event which is not covered under Your current motor insurance policy.
4. A claim where Your Vehicle is being used for racing, rallies or competitions.
5. Disputes between You and Us.
6. Any fines, penalties or compensation awards.
7. Any application for a judicial review.
8. Disputes or claims arising from the deliberate, conscious, intentional or careless disregard by You of the need to take all reasonable steps to avoid, prevent and limit any such dispute or claim.
9. Costs We have not agreed to in writing.
10. Any costs covered by another insurance policy.
11. Costs You have paid directly to the Legal Representative or any other person without Our permission.
12. Disputes between You and Us.
13. Any VAT which You can recover from elsewhere.
14. Parking offences for which You do not get points on Your licence.
15. Driving while under the influence of drink or drugs.
16. Driving without insurance.
17. Any claim while:
  - You are insolvent (or have committed an act of insolvency);
  - You have made an arrangement with the people You owe money to;
  - You have entered into a deed or arrangement;
  - You are in liquidation;

- part or all of Your affairs, assets or property are in the care or control of a receiver or a liquidator; or
  - there is an administration order over Your affairs, assets or property.
18. Where You knowingly and materially mislead Us or the Legal Representative, or fail to pass important information to Us or the Legal Representative in connection with the policy or any claim made under this policy. In such circumstances We may also reclaim any money paid out under this endorsement from You under any relevant claim.
  19. An application for a judicial review.

### Conditions

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If **You** do not keep to the conditions We will have the right to cancel the policy, refuse any claim and withdraw from any current claims.

#### 1 You must do the following.

- a Give Us written details of Your claim along with any other supporting information We ask for.
- b Make Your claim within six months of the date of the event which gave rise to the dispute.
- c Follow the Legal Representative's advice and provide any information he or she asks for.
- d Take every step to recover costs and pay them to Us.
- e Get Our written permission before making an appeal.
- f Make sure that the Legal Representative keeps to condition 2 below.

#### 2 The Legal Representative must do the following.

- a Get Our written permission before instructing a barrister or expert witness.
- b Tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.

- c Tell Us immediately if the other party makes a payment into court or any offer to settle the matter.
- d Report the result of the claim to Us when it is finished.

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

- a Take over and conduct, in Your name, any claim or proceedings.
- b Settle a claim by paying the amount in dispute.
- c Appoint the Legal Representative, in Your name, and on Your behalf.
- d Have any legal bill audited or assessed.
- e Contact the Legal Representative at any time, and have access to all statements, opinions, reports and any other information to do with Your claim.
- f End Your cover if, during the course of the claim, We think there is no longer a reasonable chance of success. If You continue the claim and get a better settlement than We expected, We will pay Your reasonable costs which You cannot get back from anywhere else.
- g At the end of the claim, settle the costs covered by this policy if those costs cannot be recovered from anywhere else.

### **4 Your agreements with others**

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

### **5 Choosing the Legal Representative**

At any time before We agree that legal proceedings need to be issued, We will choose the Legal Representative. You can only choose the Legal Representative if We agree that legal proceedings need to be issued or if a conflict of interest arises which means that the Legal Representative cannot act for You. You must send his or her name and address to Us.

We may decide not to accept Your choice. If You and We do not agree with Your choice of Legal Representative, the matter will be settled using the procedure as set out under condition 6.

When choosing the Legal Representative, You must remember Your duty to keep the cost of any legal proceedings as low as possible.

### **6 Disputes**

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

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either You or Us, the arbitrator will decide how You and We will share the costs.

### **7 Withdrawal**

We will end Your cover and get any costs back from You that We have paid if:

- the Legal Representative reasonably refuses to go on acting for You because of any unreasonable act or omission on Your part that is likely to harm Your case; or
- You unreasonably withdraw Your claim from the Legal Representative; or
- You withdraw from the claim without Our agreement.

### **8 Notices**

Every notice which needs to be given under this policy must be given in writing. If You give Us notice, You must send it to Our address. If We give You notice, We must send it to Your last known address.

### **9 Law and language of this policy**

This policy is subject to the laws of England and Wales. We will communicate with You in English.

## Making a Complaint

*AXA Insurance aims to provide the highest standard of service to every customer.*

*If Our service does not meet Your expectations We want to hear about it so We can try to put things right.*

*All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response.*

### **How to make Your complaint**

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively You can write to Us at

AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

Tel: 01204 815359

Email:  
commercial.complaints@axa-insurance.co.uk

When You make contact please tell Us the following information:

- Name address and postcode, telephone number and e-mail address (if You have one).
- Your policy and/or claim number, and the type of policy You hold.
- The name of Your insurance agent/firm (if applicable).
- The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.

### **Beyond AXA**

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision.

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
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](http://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**

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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 or recorded.

### **Financial Services Compensation Scheme (FSCS)**

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AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 50 million customers worldwide. We cater to a wide range of needs, providing guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

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