

**Van Insurance** /



## **Policy wording**

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# Contents

Welcome to your AXA Van Insurance policy	4
Your policy	5
Important phone numbers	6
Here are some quick and handy tips	7
Meaning of defined terms	9
General conditions applicable to all parts of this policy	11
General exclusions applicable to all parts of this policy	17
Guide to your policy cover	18
<hr/>	
<b>Sections of cover</b>	
Section 1 – Legal liability to third parties	19
Section 2 – Loss or damage to your vehicle	21
Section 3 – Fire and theft damage to your vehicle	22
Section 4 – Broken windows and windscreens	23
Section 5 – Trailers	24
Section 6 – Personal injury to your driver	25
Section 7 – Medical expenses	26
Section 8 – Personal belongings	27
Section 9 – Service or repair	28
Section 10 – Additional covers	29
Section 11 – Geographical limits and European travel	31
Section 12 – No claims discount	32
Section 13 – AXA Van UK Assistance	33
Section 14 – Loss or damage to attached trailers	35
Section 15 – Legal assistance	36
Section 16 – Breakdown assistance	41
<hr/>	
Making a complaint	48
Data Protection Notice	49

# Welcome to your AXA Van Insurance policy

## Thank you for choosing AXA Van 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 to 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 call the Customer Services Line shown on page 6.

Throughout this **policy** some words are in **bold**. The meanings of these words are explained in the sections headed 'Meanings of defined terms' on pages 9, 10, 33, 36 and 41.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firms register numbers can be checked by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

# 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.

The **policy** describes the insurance cover for which **you** have agreed to pay **your** premium.

**Your policy** 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 **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print. These meanings can be found on pages 9, 10, 33, 36 and 41.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' within each section of the **policy**, **we** give information on the insurance provided. 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 General exclusions which apply to the whole of this **policy**. These can be found on pages 11 to 17.

All sections of cover should also be read in conjunction with any **endorsements** that may be included on **your** schedule.

## 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** on the Customer Services Line.

## 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**.

The contractual terms and conditions and other information relating to this contract will be written in English.

# Important phone numbers

If **you** have any questions or would like to make a change to **your policy**, please do not hesitate to call the Customer Services Line below.

<b>Customer services line</b>	<b>0330 159 1509*</b> Lines are open Monday to Friday, 8am – 8pm and Saturday from 9am – 2pm
<b>Claims helpline</b> <b>You</b> can call this number to make or discuss a <b>claim</b> under sections 1 to 14 for loss or damage involving <b>your vehicle</b> , including mis-fueling.	<b>0345 366 5529*</b> Assistance is available 24 hours a day, 365 days a year.
<b>Legal helpline**</b>	<b>0344 873 0255*</b> Access to legal advice on any commercial matter, 24 hours a day. See Section <b>15</b>
<b>Window and windscreen breakage</b>	<b>0800 269 661*</b> A quick and efficient repair/replacement service is available 24 hours a day 365 days a year. See Section <b>13</b>
<b>Breakdown assistance</b>  If you've paid the additional premium required and <b>your</b> schedule shows that Section <b>16</b> is included in <b>your</b> cover, call the emergency breakdown helpline.  Otherwise, <b>you</b> can still call the UK emergency breakdown referral service, however <b>you</b> will need to pay for any costs incurred in recovering <b>your vehicle</b> .	<b>0345 521 1425*</b> <b>Our</b> 24 hour emergency helpline service provides help when <b>you</b> most need it. See Section <b>16</b>  <b>0800 269 661*</b> <b>Our</b> 24 hour emergency referral service provides help when <b>you</b> most need it. See Section <b>13</b>

Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

\*Calls to 0330 & 0344 numbers are charged at a local call charge and calls to a 0800 number are free from a BT landline. **You** should check with **your** own phone operator in case different call charges apply, and calls from a mobile phone can be substantially higher.

\*\*The telephone legal advice is provided by Lawclub Legal Protection, which is a trading name of Allianz Insurance plc, and can advise on general UK law applicable to **your** business.

# Here are some 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 responsibility 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**

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

Report the **accident** to **us** as soon as **you** can on the phone number highlighted on page 6, 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 6. 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.

Please also refer to Section **15** and Section **16** for specific details of how to make a **claim** under the Legal assistance and Breakdown sections of **your** cover.

## Getting your vehicle repaired – an overview

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, customers 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**.

## 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 14.

### **Stay insured, stay legal – penalties for uninsured motor vehicles**

It is a legal requirement to have continuous insurance in place for **your vehicle**. 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. This letter will tell **you** 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](http://www.askmid.com).



# Meaning 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 defined meanings in Sections **13**, **15** and **16**.

## Approved repairer, Windscreen replacement provider

A repairer from **our** approved network, who can be contacted using the phone number on page 6.

## 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**.

## Endorsements

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

## Excess

The first amount **you** must pay towards the cost of a **claim**. If more than one excess applies, for example, a compulsory excess and a voluntary excess, then **we** will add them together. Full details of the excess that applies is shown on **your** schedule.

## 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.

## Misfuelling

Accidental filling of the fuel tank in **your vehicle** with incorrect fuel.

## Period of insurance

The period from the start date up to and including the expiry date 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**.

The cost of reinstating data from these systems is not covered.

## Policy

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



## Meaning of defined terms *continued*

### **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** state that any loss, damage, cost or expense is not covered by this **policy**, it will be **your** responsibility to prove that they are covered.

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 Sections **13** and **16**.

### **You, your**

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

### **Your vehicle**

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

# General conditions applicable to all parts of this policy

These are the conditions of the cover and apply throughout **your policy**. There may be additional conditions under each section of cover. **You** must comply with each of the 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 part of any **claim** or reduce the amount of any **claim** payments other than where necessary to meet **our** obligations in accordance with the Road Traffic Acts.

If **you** are unsure about any of the conditions or whether **you** need to tell **us** about any matter, please contact **us**.

## 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.

## Cancellation condition

This condition does not apply to Section **16** - Breakdown assistance

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way before cover has started, **we** will return the full premium **you** have paid. If cover has started, provided that there have been no **claims** in the current **period of insurance** **we** will refund part of the premium **you** have

paid, proportionate to the time left on **your policy**. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

- 2 **You** may cancel **your policy** at any time. If **you** cancel this way, provided no **claim** has been notified, paid or is outstanding in the current **period of insurance**, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee of £52.50. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.
- 3 **We** reserve the right to cancel **your policy** at any time by giving **you** 7 days notice in writing where there is a valid reason for doing so. Valid reasons for **us** to cancel **your policy** include, but are not limited to:
  - a **You** do not comply with the General conditions applicable to all parts of this **policy** section set out on pages 11-16
  - b **You** make a change to **your** information which renders the risk no longer acceptable for **us** to cover. Please see the General conditions applicable to all parts of this **policy** section set out on pages 11-16 for further information
  - c **You** act in a fraudulent manner. Please see the Fraud condition section on page 13 for further information
  - d **You** fail to pay the premium, or there is a default if **you** are paying by instalments. If **we** are unable to collect a payment by instalments
    - i for the first 3 defaults within any **period of insurance**, **we** will use best endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the **policy**
    - ii if there is a fourth default within any **period of insurance**, **we** may decide not to make any further attempts to collect the outstanding premium and may immediately exercise **our** right to cancel the **policy**.

Please see the Payment of premium condition on page 14 for further information.

**e** **You** or anyone else covered by the **policy** ignore or fail to comply with the General exclusions applicable to all parts of this **policy** section set out on page 17

**f** **You** or anyone else covered by the **policy** provide inaccurate or incomplete information. Please see the Providing accurate and complete information condition on page 15 for further information

**g** **You** or anyone else covered by the **policy** fail to respond to a written request from **us** for further information or documentation.

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

Provided no **claim** has been notified, paid or is outstanding in the current **period of insurance**, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance**. An administration fee of £52.50 may also be applied. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

Cancellation of **your policy** will not affect any **claims** or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

### Care of your vehicle condition

**You** must

- 1** take all reasonable steps to prevent **your vehicle** from being lost or damaged
- 2** maintain it in an efficient and roadworthy condition.

### Your vehicle

- a** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display
- b** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.

### 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.

If **your vehicle** is stolen or missing, **we** will need to delay any payment for a reasonable period to find out how likely it is to get **your vehicle** back.

### Changes to your circumstances condition

**You** must tell **us** as soon as possible if **your** circumstances change or if any of the information **you** have previously given to **us** changes during the **period of insurance**. If **you** fail to advise **us** of a change **we** will not pay **your claim** other than to meet **our** obligations in accordance with the Road Traffic Acts.

Examples of the changes **we** must be made aware of are

- 1** if any person covered under this **policy** receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions
- 2** if any person covered under this **policy** receives a criminal conviction
- 3** if **you** change **your** address or the address where **your vehicle** is kept overnight

and before

- a** **you** change **your vehicle**
- b** the owner of **your vehicle** changes
- c** there are any changes to the people who drive **your vehicle**
- d** **you** change the way in which **your vehicle** is used. For example, **you** begin to use **your vehicle** for business purposes
- e** your vehicle is modified in any way including, but not limited to
  - i** changes to the bodywork such as spoilers or body kits
  - ii** changes to the suspension or brakes
  - iii** cosmetic changes such as alloy wheels
  - iv** changes affecting performance such as changes to the engine management system or exhaust system

**v** changes to the audio/entertainment system

**vi** changes to the number of seats.

**You** must ensure that **you** provide us with accurate and complete information when asked questions about the changes in **your** circumstances. Where necessary, **you** will get a cover note or new **certificate of insurance**. If **you** fail to tell **us** about a change of vehicle this **policy** will not provide **you** with any cover.

**We** do not have to accept any alteration or change that **you** tell **us** about. 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 any alteration or change **we** will notify **you** of any change in premium and/or new terms and conditions that **we** are applying. Any changes to **your** circumstances that **we** accept, whether a permanent or a temporary change, shall be a variation of this contract which means it will continue with the relevant changes made.

### Changing your vehicle condition

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**.

When **you** have done this, **we** will send **you** a new **certificate of insurance**.

### 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 6)
- 2** immediately
  - a** on receipt, send **us** any letter, **claim**, writ, summons or other documents served on **you**
  - b** 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**.

### Claims procedures condition

- 1** If the damage to **your vehicle** is covered by this **policy** then to allow **us** to authorise repairs as quickly as possible **you** should
  - a** take **your vehicle** to an **approved repairer** (**we** will advise **you** of their details when **you** contact **us**), or
  - b** 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 admit, offer payment 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** will be allowed complete control of any proceedings and settlement of any **claim(s)**
- 5** **You**, or anyone else who is claiming under this **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**.

### Fraud condition

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

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

- 1** knowingly provides fraudulent information to **us**
- 2** knowingly makes a fraudulent or exaggerated **claim** under **your policy**
- 3** knowingly makes a false statement in support of a **claim** (whether or not the **claim** itself is genuine), or
- 4** knowingly submit a false or forged document in support of a **claim** (whether or not the **claim** itself is genuine)

**we** will

- a** declare the **policy** void from the date of the fraudulent act, treating it as if it had never existed without any refund of premium,
- b** refuse to pay the **claim**, 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.

### 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 (DVLNI), 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.

People (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](http://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 this **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**.

### Payment of premium condition

**You** can choose to pay **your** premium either in full or by instalments.

If **you** choose to pay **your** premium by instalments, then before the **policy** starts, **we** may carry out an affordability assessment before **we** decide whether to offer **you** this option. **We** may carry out this assessment again before making any change or alteration to **your policy**, and before each renewal date, to decide whether **we** can continue to offer **you** this option.

### Payment in full

If **you** pay in full **your** payment will be debited from **your** payment card immediately and will appear on **your** statement within three working days.

**We** will also debit **your** payment card for any additional premium that may arise from any alterations made to **your policy**.

Any refund of premium due as a result of changes made to **your policy** will be credited to **your** payment card within three working days.

### Payment by instalments

If **you** pay by instalments **you** will enter into a credit agreement with AXA Insurance. Further details will be available if **you** select this payment option. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within three working days.

If **you** make any change to **your policy** that affects **your** premium, **you** will receive written notice of the changes to **your** payments.

If **you** fail to make **your** monthly payment(s) in full by the due date, **we** will use best endeavours to collect the outstanding premium(s) for the first 3 defaults in any **period of insurance**, and may also



- 1 terminate **your** instalment agreement with immediate effect
- 2 cancel **your policy**
- 3 apply a cancellation fee of £52.50
- 4 refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record the outstanding debt. **We** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

If **you** fail to make **your** monthly payment(s) in full by the due date on more than 3 occasions in any **period of insurance**, **we** may decide not to make any further attempts to collect the outstanding premium(s) and will follow steps 1-4 outlined above instead.

**You** will not be entitled to any return premium where this happens, and if a **claim** has been notified, paid or is outstanding then the annual premium remains due in full.

#### Proof of no claims discount condition

If **your** schedule shows that **we** have included a no claims discount on **your policy**, **you** must prove **your** entitlement to this discount.

**You** can prove this by

- 1 sending **us** the original, most recent renewal notice from the previous insurer of **your vehicle**, or
- 2 sending **us** a letter from the previous insurer of **your vehicle** which confirms the no claims discount **you** had earned when the previous policy was cancelled.

Proof of **your** no claims discount must

- a be earned on an insurance policy issued within the United Kingdom
- b be earned on an insurance policy which was cancelled no more than two years immediately prior to **your policy** start date
- c be earned on an insurance policy issued in **your** name.

If **we** do not receive proof of no claims discount within 28 days of **your policy** start date then **we** will

- i remove the discount from **your policy** start date, and
- ii charge an additional premium equivalent to the discount that was previously included.

#### Providing accurate and complete information condition

Before the **policy** starts, before making any change or alteration to **your policy**, and before each renewal **you** must take reasonable care to provide accurate and complete answers to all questions. **You** or anyone acting on **your** behalf 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, and the failure is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and **we** will not return **your** premiums.

If **your** failure to take reasonable care to provide accurate and complete answers to **our** questions is not deliberate or reckless, and **we** would not have provided cover had **you** provided accurate and complete information, then **we** can elect to make **your policy** void however **your** premium will be returned.

If **your** failure to take reasonable care to provide accurate and complete answers to **our** questions is not deliberate or reckless and **we** would have issued cover on different terms had **you** provided accurate and complete information, then **we** can elect to

- 1 treat **your policy** as if it had included the different terms **we** would have applied (other than any correction to the premium **you** originally paid) had **you** made a fair presentation and/or
- 2 proportionately reduce any amount paid or payable in respect of a **claim** under **your policy** according to the following formula

**We** will divide the premium originally charged by the premium **we** would have charged had **you** provided accurate and complete information, and calculate this as a percentage. The same percentage figure will then be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable.

Where **we** elect to

- a** make **your policy** void, or
- b** treat **your policy** as if it had included different terms and/or
- c** apply the formula in 2 above to proportionately reduce any amount paid or payable in respect of a **claim**

this will be from the start of the **policy**, the date of making a change or alteration to **your policy**, or from the date of renewal where **your** failure to provide an accurate and complete answer occurred.

If **we** elect to void **your 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 misrepresentation of the risk.

### **Recovery and redelivery of your vehicle condition**

If **you** cannot use **your vehicle** as the result of loss or damage covered under this **policy** **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.

### **Right of recovery condition**

**We** have the right to recover any payment **we** make from **you** if, under the law of any country in which **you** are covered by this **policy**,

**we** have to pay a **claim** or make a payment which **we** would not normally have to pay under the laws of England and Wales.

### **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.

### **Salvage condition**

If **we** settle **your claim** by replacing **your vehicle** or by paying it's **market value**, **your vehicle** will immediately become **our** property.

If **your vehicle** has a personalised registration number **you** may retain this, subject to DVLA rules and regulations.

### **Temporary vehicles condition**

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

### **Vehicle sharing condition**

**We** will cover **you** to use **your vehicle** for carrying passengers in return for payment, as long as

- 1** **your vehicle** is not built or adapted to carry more than five passengers (including the driver), and
- 2** **you** are not carrying the passengers as part of any business which is involved in the carriage of passengers, and
- 3** **you** do not profit from the total amount of money **you** receive for carrying passengers.



# General exclusions applicable to all parts of this policy

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

## Agreements 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.

## Driving under the influence of drink or drugs exclusion

**We** will not cover **you** 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.

**We** reserve the right to recover from **you** any amount **we** are required to pay.

## 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**, except as is necessary to meet the requirements of the Road Traffic Acts.

## Pollution and contamination exclusion

**We** will not cover **you** for pollution or contamination unless caused by a sudden, identifiable and unforeseen incident which occurs within the **period of insurance** except

where necessary to meet the requirements of the Road Traffic Acts.

## 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 Sections **1**, **2** and **3** 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.

# Guide to your policy cover

The cover **you** have is shown on **your** schedule. This table shows which sections of the **policy** apply depending upon the cover **you** have chosen.

<b>Comprehensive</b>	Sections <b>1</b> to <b>13</b> always apply. Sections <b>14</b> , <b>15</b> and <b>16</b> only apply if these are shown on <b>your</b> schedule.
<b>Third party, fire and theft</b>	Sections <b>1</b> , <b>3</b> , <b>5</b> , <b>9</b> , <b>10</b> , <b>11</b> , <b>12</b> and <b>13</b> always apply. Sections <b>15</b> and <b>16</b> only apply if these are shown on <b>your</b> schedule.
<b>Third party</b>	Sections <b>1</b> , <b>5</b> , <b>9</b> , <b>11</b> , <b>12</b> and <b>13</b> always apply. Sections <b>15</b> and <b>16</b> only apply if these are shown on <b>your</b> schedule.

All sections of cover should be read in conjunction with the General conditions and General exclusions which apply to the whole of this **policy**. These can be found on pages 11 to 17.

All sections of cover should also be read in conjunction with any **endorsements** that may be included on **your** schedule.

# Section 1 – Legal liability to third parties

## ✓ What is covered

**We** will cover **you** for the costs and expenses that **you** are legally liable to pay as a result of 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**.

### Corporate manslaughter and corporate homicide cover

With **our** written consent, the limit of cover provided under Section **1** of this **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
  - a** Health and Safety at Work Act 1974
  - b** Health and Safety at Work (Northern Ireland) Order 1978
  - c** Corporate Manslaughter and Corporate Homicide Act 2007.

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

- i** 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**
- ii** 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 **your** business
- iii** unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by **you**, or on **your**

behalf, of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts

- iv** in respect of proceedings which result from any deliberate act or omission by **you**
- v** where cover is provided by another insurance policy
- vi** for fines or penalties or the cost of implementing any remedial order or publicity order
- vii** for any appeal against any fine, penalty, remedial order or publicity order
- viii** for costs incurred as a result of the failure to comply with any remedial order or publicity order
- ix** for costs and expenses insured by any other policy
- x** for fees of any solicitor or council appointed by or on behalf of any person entitled to cover unless **we** have agreed for them to be appointed.

### Costs and expenses cover

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

- 1** solicitors' fees to represent anyone covered 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 or dangerous driving
- 4** any other legal fees, costs and expenses incurred to investigate or defend a **claim** against **you**, with **our** written consent.

### Emergency treatment cover

**We** will also pay for any emergency treatment fees required by the Road Traffic Acts.

### Terrorism cover

Where **we** are liable under the Road Traffic Acts following an act of **terrorism**, the maximum amount **we** will pay for damage to property as a result of any **accident(s)** caused by **your vehicle**, or vehicles driven or used by **you**, or any other person, 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 **claim(s)** arising out of one event, or
- 2 any greater amount that may be required by the Road Traffic Acts.

### Vehicles which are covered

- 1 **Your vehicle**, including any attached trailer
- 2 Any other broken down vehicle while it is attached to **your vehicle** for the purpose of being towed.

### 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 covered under this section dies, **we** will continue to provide cover for the estate of that person in respect of any costs and expenses incurred which are covered by this **policy**.

### x What is not covered

**We** will not cover

- 1 **you** for any amount in excess of £5,000,000 (including legal costs) for any one **claim**, or number of **claim(s)**, arising out of one event for damage to property
- 2 **you** 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 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 loss of or damage to property
  - a owned by or in care of the person who is covered by this section
  - b being carried in or on **your vehicle**
- 5 loss of or damage to **your vehicle**
- 6 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 anyone who does not keep to the terms of this **policy** as far as they can apply
- 8 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 death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to **your vehicle**, except if it is necessary to satisfy the Road Traffic Acts.

## Section 2 – Loss or damage to your vehicle

### ✓ What is covered

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

- 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 and spare parts in or on **your vehicle** at the time of the loss or damage.

**We** will not pay more than the maximum value shown in **your** schedule.

### x What is not covered

**We** will not cover

- 1** the amount of any **excess** as shown in **your** schedule
- 2** broken windows or windscreens (including any resulting scratched bodywork) if this is the only damage to **your vehicle** (see Section 4 - Broken windows and windscreens)
- 3** any reduction in the **market value** of **your vehicle** following its repair
- 4** loss of use of **your vehicle**
- 5** depreciation
- 6** wear and tear
- 7** 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
- 8** loss of or damage to **your vehicle** where possession is obtained by fraud, trick or false pretence
- 9** mechanical or electrical
  - a** breakdowns
  - b** failures
  - c** breakages

**10** damage to tyres caused by braking, punctures, cuts or bursts

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

- a** lawful repossession, or
- b** return to its rightful owner or
- c** seizure by the police or their authorised representatives

**12** the costs for reinstating or replacing data of any form that was held on or stored by any equipment in **your vehicle**.

## Section 3 – Fire and theft damage to your vehicle

### ✓ What is covered

If **your vehicle** is lost or damaged, as a direct result of fire, self-ignition, lightning, explosion, theft or attempted theft **we** will choose to

- 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 and spare parts in or on **your vehicle** at the time of the loss or damage.

**We** will not pay more than the maximum value shown in **your** schedule.

### x What is not covered

**We** will not pay for

- 1 the amount of any **excess** as shown in **your** schedule
- 2 broken windows or windscreens (including any resulting scratched bodywork) if this is the only damage to **your vehicle** (see Section 4 - Broken windows and windscreens)
- 3 any reduction in the **market value** of **your vehicle** following its repair
- 4 loss of use of **your vehicle**
- 5 depreciation
- 6 wear and tear
- 7 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
- 8 loss of or damage to **your vehicle** where possession is obtained by fraud, trick or false pretence
- 9 loss or damage to **your vehicle** as the result of
  - a lawful repossession, or
  - b return to its rightful owner or
  - c seizure by the police or their authorised representatives

- 10 loss or damage arising from the theft of, or from, **your vehicle** whilst the

- a ignition and/or
- b entry and/or
- c immobilisation

key(s), transmitter(s) or other device(s) have been left in or on **your vehicle**

- 11 the costs for reinstating or replacing data of any form that was held on or stored by any equipment in **your vehicle**.

## Section 4 – Broken windows and windscreens

### ✓ What is covered

**We** will cover

- 1 breakage of windows and windscreens in **your vehicle**
- 2 any resulting scratched bodywork  
provided there is no other damage to **your vehicle**.

### x What is not covered

**We** will not cover

- 1 the **excess** shown in **your** schedule
- 2 more than £100, after **your excess** has been deducted, unless repair or replacement is carried out by a **windscreen replacement provider** authorised by **us**.

See also Section **13** – AXA Van UK Assistance for details of the service **we** provide for broken windows and windscreens.



## Section 5 – Trailers

### ✓ What is covered

**We** will extend the cover under Section **1** of this **policy** to provide **you** with the minimum cover **you** need to comply with the Road Traffic Acts for any trailer while it is attached to **your vehicle**.

### x What is not covered

**We** will not cover

- 1** loss or damage to any trailer
- 2** any losses arising from any trailer that is not attached to **your vehicle**
- 3** **you** if the current DVLA requirements for towing trailers have been exceeded
- 4** **you** if **your vehicle** is towing any broken down vehicle for payment or reward
- 5** loss of or damage to any broken down vehicle being towed by **your vehicle**
- 6** loss of or damage to any property being carried in or on any trailer or broken down vehicle
- 7** 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 6 – Personal injury to your driver

### ✓ 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 this **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.

### x What is not covered

**We** will not pay if suicide, attempted suicide, alcoholism or drug addiction causes, contributes to, or speeds up such death.

## Section 7 – Medical expenses

### ✓ What is covered

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

# Section 8 – Personal belongings

## ✓ What is covered

In the event of an **accident** involving **your vehicle** which is subject to a **claim** under Section **1**, Section **2** or Section **3** of this **policy**, **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.

## x What is not covered

**We** will not cover

- 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
  - a** all windows, doors, roof openings and hood are closed and locked
  - b** all keys or devices are kept securely away from **your vehicle** by **you** or the driver of **your vehicle**
  - c** all **personal belongings** are in a locked boot, or a glove compartment
- 5** the cost of reinstating data from portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems.

## Section 9 – Service or repair

### ✓ What is covered

**We** will continue to provide cover under **your policy** for **you** 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** for use and driving.

## Section 10 – Additional covers

### ✓ What is covered

#### Audio visual communication and guidance equipment cover

**We** will pay

- 1 for loss of or damage to any type of audio visual communication and guidance equipment that formed an integral part of **your vehicle** at original manufacture and
- 2 up to £500 after deduction of the **excess** shown on **your** 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.

#### Loss or theft of keys cover

In the event of keys, transmitters or entry card for keyless entry systems 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**, **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.

The maximum **we** will pay is £500 for any one incident.

**You** will not have to pay any **excess** for the loss or theft of keys.

#### Replacement vehicle cover

If

- 1 **your vehicle** has a gross vehicle weight of 3.5 tonnes or less, and
- 2 within a period of six months after the date of purchase and when **you** first registered **your vehicle** as new

**your vehicle** is lost by theft, or damaged and the cost of repairs exceeds 60% of the manufacturers list price (including VAT), at the time of the **claim**, **you** are entitled to a replacement vehicle instead of **your vehicle** being repaired.

If **you**, and anyone else **we** know of who has an interest in **your vehicle** (such as a lender under a hire purchase agreement) agree, **we** will replace **your vehicle** with a new one of the same make and model.

If a replacement vehicle of the same make and model is not available, the most **we** will pay is the **market value** of **your vehicle** and its fitted accessories and spare parts at the time of the loss or damage.

#### Wrong fuel cover

Only applicable if **your** schedule shows **you** have Comprehensive cover

Following **misfuelling**, **we** will pay the cost of

- 1 draining and flushing **your vehicle's** fuel tank on site using a specialist roadside vehicle, or
- 2 recovery of **your vehicle**, the driver and up to four passengers to the nearest repairer to drain and flush the fuel tank.

**We** will not pay for

- a any amount in excess of £250 for any one **claim**
- b mechanical or component damage to **your vehicle** whether or not caused as a result of **misfuelling**
- c any **claim** where **misfuelling** occurs outside of the UK
- d any **claim** for **misfuelling** occurring within 14 days of the start date of the **policy** (except where **your policy** has renewed with **us**)

## Section 10 – Additional covers *continued*

- e** any fuel required to replenish the fuel tank after draining and flushing out of the contaminated fuel
- f** any **claim** resulting from foreign matter entering the fuel system except for diesel or petroleum
- g** any expenses that are not supported by original receipts and a written report from the specialist who drained or recovered the fuel tank in **your vehicle**
- h** loss of use of **your vehicle**.



# Section 11 – Geographical limits and European travel

## ✓ What is covered

### Standard cover

**We** will cover **you** while **you** are travelling in or between, Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

**We** will also provide **you** with the minimum cover **you** need to comply with compulsory motor insurance legislation to use **your vehicle** in the following countries

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

### Extension to the standard cover

If **you** ask **us**, **we** can provide the same level of cover that is set out in **your policy** when **you** travel to a country included in Standard cover above.

**We** will provide this extension so long as

- 1 **your vehicle** does not exceed 3.5 tonnes gross vehicle weight, and
- 2 the period(s) of travel do not exceed 93 days in total in any one **period of insurance**, and
- 3 **you** pay **us** any additional premium **we** ask for.

Please give **us** at least 14 days' notice of the intention to travel abroad to allow **us** time to process **your** request.

### Travel outside of the geographical limits

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

Provision of cover outside of the countries specified in Standard cover above is at **our** discretion. If **we** do agree to cover **you**, **we** may

impose additional terms and conditions on **your policy** and **you** will have to pay an additional premium for this. 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** time to process **your** request and issue a **green card**.

### Issue of a green card

**You** do not need a **green card** if **you** are travelling to any country specified within Standard cover above, as **your** current **certificate of insurance** is evidence that **you** have cover which meets compulsory motor insurance legislation within them.

### 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 covered by **your policy**.

## Section 12 – No claims discount

This section only applies to vehicles that are covered by Section 1 of this **policy** and does not apply to trailers.

### ✓ What is covered

If **you** have not made a **claim** during the **period of insurance** immediately before **your policy** renewal date, **we** will include a no claims discount in **your** renewal premium.

**We** will increase the no claims discount for each **claim** free year up to the maximum entitlement.

If **you** make one **claim** during the **period of insurance**, the no claims discount **you** receive at renewal will be reduced as follows

No claims discount in current period of insurance	No claims discount you will receive at renewal
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 **claim(s)** in the current **period of insurance**, **you** will not receive a no claims discount when it is time to renew **your policy**.

### No claims discount protection

If **you** have chosen to protect **your** no claims discount and paid an extra premium for this, **we** will only reduce **your** no claims discount when **you** renew if **you** have made more than one **claim** that would have affected **your** no claims discount during the current **period of insurance**.

If **you** have only made one **claim** in the current **period of insurance**, **your** no claims discount will not be reduced when **you** renew, however no claims discount protection will be removed from **your policy**.

If **you** have made two or more **claims** in the current **period of insurance**, when **you** renew no claims discount protection will be removed from **your policy**, and **your** no claims discount will be reduced according to the table shown above.

**Your** no claim discount and no claims discount protection will not be affected by

- 1 payments for emergency treatment fees under the Road Traffic Acts, or
- 2 payments solely made under Section 4 of **your policy** for broken windows or windscreens in **your vehicle**
- 3 payments solely made under Sections 5 or 14 of **your policy** for trailers.

**Your** schedule will show the current level of no claims discount **you** are entitled to and also if **your** no claims discount is protected.

**Your** no claim discount cannot be transferred to anyone else.

### Third party uninsured drivers

If **you** make a **claim** following an **accident** and the driver of the other vehicle is not insured, **your** no claims discount will not be reduced at renewal and **you** will not 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 13 – AXA Van UK Assistance

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

AXA Van UK Assistance is underwritten by Inter Partner Assistance SA (IPA) UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA UK Branch firm register number is 202664.

The services associated with AXA Van UK Assistance are provided by AXA Assistance (UK), which is regulated by the Financial Conduct Authority and is part of the AXA Assistance Group.

### Meanings of defined terms

**You** can find the meaning for words in bold blue print on page 9. 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 UK Branch/AXA Assistance (UK) Ltd, 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
  - a** **your** home or intended immediate destination in the **territorial limits** at the time of the **accident**, or
  - b** 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 4 – 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 Van 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 **4** 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 **4** – 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 Van UK Assistance freephone number 0800 269 661 to arrange **your** repair.

## x 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**
  - a** is carrying more passengers or towing a greater weight than for which it is was designed as stated in the manufacturer's specifications or in any event is carrying more than five people
  - b** 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 Van 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 6.

**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**.

# Section 14 – Loss or damage to attached trailers

This section only applies if shown on **your** schedule as covered.

## ✓ What is covered

**We** will cover **you** for loss or damage to any trailer that is attached to **your vehicle**.

The most **we** will pay for any one **claim** under this section will be either

- 1 the **market value** of the trailer at the time of loss, or
- 2 £5,000

whichever is less, after deduction of any **excess** shown on **your** schedule.

## x What is not covered

**We** will not cover

- 1 any trailer that is not attached to **your vehicle**
- 2 **you** if the current DVLA requirements for towing trailers have been exceeded
- 3 **you** if **your vehicle** is towing any broken down vehicle for payment or reward
- 4 loss of or damage to any broken down vehicle 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 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
- 7 any reduction in the **market value** of any trailer following its repair
- 8 loss of use
- 9 depreciation
- 10 wear and tear
- 11 mechanical or electrical
  - a breakdowns
  - b failures
  - c breakages

**12** damage to tyres caused by braking, punctures, cuts or bursts

**13** loss of any trailer 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

**14** loss of or damage to any trailer where possession is obtained by fraud, trick or false pretence

**15** loss or damage to any trailer as the result of

- a lawful repossession, or
- b return to its rightful owner or
- c seizure by the police or their authorised representatives.



## Section 15 – Legal assistance

This section only applies if shown on **your** schedule as covered.

**We** have appointed **Lawclub** to manage all **claims** and calls to Lawphone made under this section of the **policy** on **our** behalf

### Lawphone legal advice line and motor prosecution defence

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

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

### Phone 0344 873 0255

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

### Meanings of defined terms

**You** can find the meaning for words in bold blue print on page 9. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

#### Civil case

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

#### Costs

Where **Lawclub** have given their written agreement, **we** will pay the following on **your** behalf

- 1** The professional fees and expenses reasonably and properly charged by the **legal representative** on a **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent
- 2** **Your** opponent's costs in civil cases which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement.

**We** will only pay costs which **we** consider are necessary and in proportion to the value of **your claim**.

**We** will only start to cover costs from the time **we** have accepted **your claim** in writing and have appointed the **legal representative**.

#### Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

#### Lawclub

Lawclub Legal Protection whose address is PO Box 10623, Wigston LE18 9HJ. Lawclub Legal Protection is a trading name of Allianz Insurance plc (Registered in England No. 84638), Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

#### Legal representative

The solicitor or other person appointed with **our** agreement under this section of **your policy** to represent **you**.

#### Reasonable prospects of success

There are **reasonable prospects of success** if, at all times during **your civil case** against **your** opponent, it is more likely than not that

- 1** a court would
    - a** decide the legal action under **uninsured loss recovery** cover in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your claim** by a court), or
    - b** award **you** a more favourable settlement than has already been offered by **your** opponent
- and
- 2** if **you** are seeking **damages** from **your** opponent, **you** will recover them.

### Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

### Territorial limits

- 1 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, Turkey and the Vatican City.
- 2 For motor prosecution defence, the territorial limit is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### You, your

The person shown on **your** schedule as the policyholder and

- 1 anyone allowed by the **certificate of insurance** to drive **your vehicle** and
- 2 anyone who, with **your** permission, is in, getting into, or out of, **your vehicle**.

## ✓ What is covered

### Limit of cover

**We** will pay up to £100,000 in **costs** for all **claims** arising out of any one event.

### Motor prosecution defence cover

**We** will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of **your vehicle**. The cover also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

**We** will provide this cover as long as

- 1 the event giving rise to the criminal proceedings happened within the **territorial limits** and during the **period of insurance**, and

- 2 the criminal proceedings will be decided by a court within the **territorial limits**, and
- 3 **Lawclub** have given their written agreement to **you** making an appeal against **your** conviction or sentence by a court.

### Uninsured loss recovery cover

**We** will pay the **costs** **Lawclub** have agreed to of **you** taking legal action against **your** opponent for **damages** arising from an **accident** involving **your vehicle** that

- 1 **Lawclub** and the **legal representative** agree is not **your** fault, and
- 2 was caused by **your** opponent, and
- 3 causes
  - i **your** death or bodily injury whilst **you** are in, on or getting into or out of **your vehicle**, or
  - ii damage to **your vehicle**, or
  - iii damage to property which **you** own or are legally responsible for and which is in or on **your vehicle**.

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

**We** will provide this cover as long as

- 1 the **accident** happened within the **territorial limits** and during the **period of insurance**, and
- 2 the legal action will be decided by a court within the **territorial limits**, and
- 3 **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action, and
- 4 **reasonable prospects of success** exist.

## x What is not covered

**We** will not cover any

- 1 **claim** arising out of a contract **you** have with another person or organisation
- 2 **claim** for an event which is also covered under Section 1 or 2 of this **policy**



- 3 **claim** for an event resulting in legal proceedings where **you** are accused of corporate manslaughter or corporate homicide
- 4 **claim** for an event which is excluded under **your** current motor insurance **policy**
- 5 **claim** where **your vehicle** is being used for racing, rallies or competitions
- 6 disputes between **you** and **us** or **Lawclub**
- 7 fines, penalties or compensation awards
- 8 **costs** or expenses **you** are ordered to pay by a criminal **court**
- 9 application for a judicial review
- 10 disputes or **claims** arising from **your** deliberate, conscious, intentional or careless disregard of the need to take all reasonable steps to avoid, prevent and limit any dispute or **claim**
- 11 legal **costs** or other expenses **you** have incurred before **we** have accepted **your claim** in writing and appointed the **legal representative** in **your** name and on **your** behalf
- 12 **costs we** have not agreed to in writing
- 13 **costs** that **we** consider are unnecessarily incurred and not in proportion to the value of **your claim**
- 14 **costs** covered by another insurance policy
- 15 **costs you** have paid directly to the **legal representative** or any other person without the permission of **Lawclub**
- 16 VAT which **you** can recover from elsewhere
- 17 parking offences for which **you** do not get points on **your** licence
- 18 criminal proceedings to do with driving while under the influence of drink or drugs
- 19 criminal proceedings brought against **you** because **you** have allowed other people to use **your vehicle**
- 20 **claim** where **you** do not have a valid
  - a motor insurance policy
  - b road fund licence or MOT certificate for **your vehicle**
  - c driving licence

21 **costs** where **you** knowingly and materially mislead **Lawclub** or the **legal representative**, or fail to pass important information to **Lawclub** or the **legal representative** in connection with any **claim** made under this section. If this happens **we** can reclaim from **you** any money already paid in respect of any relevant **claim**

22 actual or potential prosecution or dispute that **you** were aware of, or should reasonably have been aware of, before the cover under this section started.

## Section conditions

These conditions of cover apply only to this section. If **you** do not comply with a condition **Lawclub** will have the right to refuse any **claim** and withdraw from any current **claim**.

### 1 You must

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

- e** not withdraw **your claim** from the **legal representative** without the written agreement of **Lawclub** and the **legal representative**
  - f** get **Lawclub's** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action
  - g** instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this **policy** to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps
  - h** instruct the **legal representative** to keep to Condition 2 below.
- 2** The **legal representative** must
  - a** get **our** written permission before instructing a barrister or other legally qualified advisor or expert in respect of **your** legal action
  - b** tell **Lawclub** at the first opportunity once he or she becomes aware of any information or development relating to **your** legal action which will more likely than not mean that
    - i** **reasonable prospects of success** no longer exist, or
    - ii** the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**
  - c** tell **Lawclub** at the first opportunity they become aware that **you** want to make an offer, or **your** opponent has made an offer to settle **your** legal action
  - d** report the result of **your** legal action to **us** at the first opportunity after it is finished
  - e** take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**.
- 3** **Lawclub** will have the right to
  - a** take over and conduct, in **your** name, any **claim** or proceedings
    - i** before a **legal representative** has been appointed, or
    - ii** that are necessary to recover **costs** that **we** have paid in respect of **your** legal action
  - b** ask **us** to 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 assessed if **Lawclub** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **Lawclub** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment
  - e** contact the **legal representative** at any time, and have access to all statements, opinions, reports and any other information to do with **your** legal action
  - f** end **your claim** if, during the course of the legal action **reasonable prospects of success** no longer exist. If, after **Lawclub** end **your claim**, **you** continue the legal action and get a better settlement than **we** expected, **Lawclub** will pay **your** reasonable **costs** which **you** cannot get back from anywhere else
  - g** settle the **costs** covered by this section at the end of the **claim** if those **costs** cannot be recovered from anywhere else
  - h** end **your claim** and recover any **costs** from **you** that **we** have paid or agreed to pay if
    - i** the **legal representative** reasonably refuses to continue acting for **you** because of any unreasonable act or failure to act by **you**; or

ii **you** unreasonably withdraw **your claim** from the **legal representative** without **our** agreement; and

iii **we** do not agree to appoint another **legal representative** to continue **your claim**.

**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 or defended, **we** will choose the **legal representative**. **You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send the name and address of **your** chosen **legal representative** to **us**. **We** may decide not to accept **your** choice of **legal representative**.

If **we** agree to appoint a **legal representative** that **you** choose, they will be appointed on the same terms as they would have appointed their chosen **legal representative**. If **we** do not agree with **your** choice of **legal representative**, the matter will be settled using the procedure as set out under Condition 6 Disputes below.

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 **you** and **we** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

The loser of 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 the **costs** will be shared.

**7 Notices**

Every notice which needs to be given under this section 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.

**8 How to make a claim**

**Your claim** will be managed by **Lawclub** on **our** behalf.

If **you** need to make a **claim** for uninsured loss recovery contact **us** on 0370 9000 860. **We** will pass the details of **your claim** on to a **legal representative**.

If **you** need to make a **claim** for motor prosecution defence call the Lawphone legal helpline and follow the instructions. **Lawclub** will tell **you** if **you** need to complete a claim form. If **you** do, **Lawclub** will send it to **you**. Please fill the claim form in and send it to

The Claims Department  
Lawclub Legal Protection  
Allianz-ALP  
PO Box 10623  
Wigston  
LE18 9HJ

**Lawclub** will contact **you** once they have received the claim form. **You** must not appoint a solicitor yourself.

If **you** have already seen a solicitor before **we** have accepted **your claim**, **we** will not pay any fees or other expenses that **you** have incurred.

If **your claim** is covered, **we** will appoint the **legal representative** that they have agreed to in **your** name and on **your** behalf and **we** will only start to cover the **costs** from the time **we** have accepted the **claim** and appointed the **legal representative** in **your** name and on **your** behalf.

# Section 16 – Breakdown assistance

This section only applies if shown on **your** schedule as covered.

This section of **your policy** is underwritten by Inter Partner Assistance SA (IPA) UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664.

The services associated with AXA Van Breakdown Assistance are provided by AXA Assistance (UK), which is regulated by the Financial Conduct Authority and is part of the AXA Assistance Group. AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

## Levels of cover available

There are three levels of cover available under this section

**A** AXA Roadside

**B** AXA Rescue

**C** AXA Rescue and Homestart

**Your** schedule will show which level of cover **you** have included in **your policy**.

## Meanings of defined terms

**You** can find the meaning for words in bold blue print on page 9. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

### Breakdown

Not being able to use the vehicle because of

- 1** a mechanical breakdown
- 2** an **accident**
- 3** vandalism
- 4** a fire
- 5** a theft or an attempted theft
- 6** a flat tyre
- 7** a flat battery
- 8** it having no fuel

### Home

This is the address where **you** have told **us** that **your vehicle** will normally be kept overnight. This will be shown on **your** schedule.

### Vehicle policy

This **policy** covers breakdown assistance for the specific vehicle(s) shown on **your policy** schedule. These are the only vehicle(s) that this cover applies to.

### We, us, our

Inter Partner Assistance SA (IPA) (UK Branch) and AXA Assistance (UK) Ltd, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

### You, your, driver

- 1** The policyholder(s) named on the schedule, or
- 2** Any person driving **your vehicle**, or
- 3** Up to five passengers in **your vehicle** (including the driver).

### Your vehicle

The vehicle described in **your** schedule, including any trailer attached to it.

### Territorial limits

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

## ✓ What is covered

### A – AXA Roadside

If **your vehicle** breaks down more than one mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to **your vehicle**, for up to one hour, to try to get it working again.

If **your vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for **your vehicle**, the driver and up to four passengers to be recovered to a repairer or a destination of **your** choice within 20 miles of where **you** have broken down.

**We** will not pay for any additional mileage over 20 miles. If **we** need to take **your vehicle** and its passengers further than 20 miles from where it breaks down, **we** will tell **you** in advance of the level of charges required, and **you** will need to pay this in advance of any service being provided by **us**.

**You** must pay the costs of any repairs.

### **B – AXA Rescue**

The cover provided in **B** is in addition to the cover shown in **A** above.

If **your vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options

#### **1** Nationwide recovery

**We** will take the **driver** and up to four passengers, together with **your vehicle**, at **your** request, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for **your vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one journey.

#### **2** Overnight accommodation

**We** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 for each person (up to a maximum of £160).

#### **3** 24-hour UK hire vehicle

**We** will pay for a hire vehicle (with an engine of up to 1600cc, for up to 24 hours.) **You** will be responsible for returning the hire vehicle and collecting **your** repaired vehicle. **You** must meet the conditions of the hire company to be able to hire a vehicle from them.

### **Incapacitated driver**

In addition to the benefits above, if during the journey the driver becomes unable to drive through injury or illness they have gained during the journey, and there is no one else able or qualified to drive **your vehicle**, **we** will recover **your vehicle**, the driver and up to

four passengers and either finish the journey or return **you** to the place **you** were originally travelling from.

**You** will need to provide a medical certificate for **your** driver before **we** provide assistance.

### **C – AXA Rescue and Homestart**

In addition to the cover shown in A and B above, **you** will also be covered if **your vehicle** breaks down anywhere at, or within, one mile from **your home**.

#### **x What is not covered – applies to A only**

**We** will not pay for any additional mileage over 20 miles.

#### **x What is not covered – applies to A and B only**

**We** will not cover a **breakdown** at or within one mile from **your home**.

#### **x What is not covered – applies to A, B and C**

**We** will not cover **you** for

- 1** any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under **A** above, which are available immediately
- 2** the cost of fuel or any spare parts needed to get **your vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel
- 3** the cost of paintwork and other cosmetic items
- 4** labour costs for more than one hour of roadside help
- 5** the cost and guaranteeing the quality of repairs carried out in any garage **your vehicle** is taken to



- 6 any costs for vehicles which have not been maintained and used in line with the manufacturer's recommendations
- 7 any call-out or recovery costs in the **territorial limits** after a **breakdown** where the police or other emergency services insist on **your vehicle** being picked up immediately by another organisation. If this happens **you** will have to pay any fees to store or release **your vehicle**
- 8 any toll or ferry fees incurred by the **driver** or the **driver** of the recovery vehicle
- 9 help or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water
- 10 damage or costs that arise from **us** trying to get into **your vehicle** after **you** have asked for help
- 11 any financial loss that comes from providing, or delaying providing, the services this section of cover relates to (for example, loss of earnings, the cost of food and drink and costs **we** have not agreed to beforehand)
- 12 loss or damage to personal possessions **you** leave in **your vehicle**
- 13 any costs for vehicles that have broken down or were not safe to drive when this cover was taken out
- 14 the costs of getting a spare wheel or tyre for a roadside repair if **your vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this. This does not apply if **your vehicle** is not designed to carry a spare wheel
- 15 any costs if **your vehicle** has been altered for, or is taking part in, racing, trials or rallying
- 16 any costs that **you** can get back under any other insurance **policy** or under the services provided by any motoring organisation
- 17 recovering **your vehicle** when
  - a it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, or
  - b there is more weight in **your vehicle** than it was designed to carry, or
  - c **you** are driving on unsuitable ground
- 18 recovery or help if **your vehicle** is
  - a heavier than 3,500 kilograms, or
  - b longer than 5.1 metres, or
  - c higher than 1.95 metres, or
  - d wider than 2.1 metres
- 19 recovery or help if **you** are hiring **your vehicle** out to carry people in return for money, unless **we** have previously agreed this with **you**
- 20 any **claim** that comes from
  - a any person driving **your vehicle**, if **you** know they do not have a valid licence to drive in the **territorial limits**, or
  - b any person driving **your vehicle**, if they are not authorised by **you** to drive **your vehicle** or are not keeping to the conditions of their driving licence
- 21 any **claim** that comes from a poor quality repair, or a repair that has been attempted without **our** permission, during the same trip
- 22 delays or failure in delivering service to **you** due to any extraordinary event or circumstance(s) which is/are outside **our** reasonable control, such as severe weather conditions
- 23 mobile phones, phone calls and postage costs in any circumstances
- 24 **misfuelling**
- 25 medical repatriation of the driver or other passengers of **your vehicle**.

## Section conditions

These conditions only apply 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**.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

### Cancellation condition

- 1 You** may cancel this section of **your policy** from the original start date within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way, provided no **claim** has been notified, paid or is outstanding, **we** will return the premium paid in full. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.
- 2 You** may cancel this section of **your policy** at any other time. If **you** cancel this way, no return of premium will be provided and the annual premium remains due in full.
- 3 We** may cancel this section of **your policy** by giving **you** 14 days prior written notice to **your** last known postal and/or email address. Where this section of **your policy** is cancelled in this way **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided no **claim** has been notified, paid or is outstanding in the current **period of insurance**. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

Cancellation of this section of **your policy** will not affect any **claims** or rights **you** or **we** may have before the date of cancellation.

### Claims condition

To make a **claim** for the services provided by this section of **your policy you** must telephone **us** on the emergency helpline number.

### Emergency helpline number 0345 521 1425

Please note that **you** may incur a charge if **you** use a mobile phone to call.

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word 'breakdown' to **+44 (0) 7624 808 266**.

**You** should have the following information available before **you** call **us**

- 1 your vehicle** registration number
- 2 your** name, home postcode and contact details
- 3 your policy** number
- 4** the make, model and colour of **your vehicle**
- 5** the location of **your vehicle**
- 6** an idea of what the problem is
- 7** SOS box number (if applicable).

### Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact **our** 24-hour emergency helpline number.

**You** will only be able to **claim** the services **we** provide by contacting the emergency helpline number.



## General conditions specific to this section only

- 1 **Your vehicle** must be
  - a a light commercial van
  - b no longer than 5.1 metres
  - c no heavier than 3,500 kilograms
  - d not higher than 1.95 metres
  - e no wider than 2.1 metres
  - f shown on **your policy** schedule.
- 2 If **your vehicle** breaks down while **you** are towing a trailer, **we** will recover **your vehicle** and the trailer, as long as the trailer is not more than
  - a 8 metres long
  - b 3 metres high, and
  - c 2.25 metres wide.
- 3 The vehicle **you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the vehicle, caravan or trailer, if it is designed to carry one.
- 4 If **we** arrange for temporary roadside repairs to be carried out after damage to **your vehicle**, or **we** take **your vehicle** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
- 5 **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not contact any repairer directly.
- 6 **You** are responsible for keeping **your vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us**. **You** must be with **your vehicle** at the time **we** say **we** expect to be there.
- 7 **You** must quote **your policy** number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
- 8 **You** will have to pay the costs of moving **your vehicle**, or a repair vehicle coming out to **you**, if, after asking for help which **you** are entitled to, **your vehicle** is moved or repaired in any other way.
- 9 **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
- 10 If **we** pay a **claim** under any cover provided by **your policy**, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
- 11 **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limit.
- 12 Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to **your vehicle** **you** incur if **you** continue to drive **your vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise **your vehicle** so it may be driven to a suitable facility to enable a permanent repair to be carried out.
- 13 If **your vehicle** needs to be taken to a garage after a **breakdown**, **your vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
- 14 **You** will have to pay for any parts or other products used to repair **your vehicle**.
- 15 **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move **your vehicle**.

- 16** During any 12 month period **we** will not be responsible for more than two **claims** which arise from a common fault on the same vehicle. **We** will not be responsible for more than five **claims** in total during a single 12 month **period of insurance**. If **you** need **our** help more than the number of **claims** allowed on **your policy** in a 12 month **period of insurance**, or more than twice for the same fault on the same vehicle, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
- 17** If **you** are covered for **breakdown** by any other insurance **policy** or warranty, **you** must tell **us**.
- 18** If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your vehicle**.
- 19** **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of the hire company to hire a vehicle.
- 20** This insurance contract is between **you** and **us**. Any person or company who is not party to this insurance **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance **policy**. This does not affect any other rights another organisation has apart from under that Act.
- 21** **We** will decide whether or not to move any animal from **your vehicle**. If **we** agree to do this it will be completely at **your** own risk and cost.

## Data protection notice

This data protection notice applies to Section 16 – Breakdown assistance only.

Details of **you**, **your** insurance cover under this **policy** and **claims** will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing breakdown assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include

- a** use of sensitive information about the health or vulnerability of **you** or others involved in **your** breakdown assistance **claim**, in order to provide the services described in this **policy**. By using **our** services, **you** consent to **us** using such information for these purposes
- b** disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with breakdown assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law
- c** monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control
- d** obtaining and storing any relevant and appropriate photographic evidence of the condition of **your vehicle** which is the subject of the **claim**, for the purpose of providing services under this **policy** and validating **your claim**
- e** sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **you** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK, in and outside the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
UK

Email:

**dataprotectionenquiries@axa-assistance.co.uk**

**Our** full privacy notice is available at:

**<https://www.axa-assistance.co.uk>**

Alternatively, a hard copy is available from **us** on request.

# 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**. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

### AXA Insurance complaints:



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

### All claims complaints:



Tel: **01204 815359**



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

When **you** make contact please tell **us** the following information

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

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

## Beyond AXA

Should **you** remain dissatisfied following **our** final written response, or if **you** have not received **our** final response within eight weeks of telling **us** about **your** complaint, **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.

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

### The Financial Ombudsman Service



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



Telephone: **0800 023 4567\*** or  
**0300 123 9123\*\***

Fax: **020 7964 1001**



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

Website: **www.financial-ombudsman.org.uk**

\*free for people phoning from a 'fixed line' (for example, a landline at home)

\*\*free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

### **Online Dispute Resolution**

The European Commission has provided an Online Dispute Resolution Service for logging complaints. The ODR service can be reached here: <http://ec.europa.eu/odr>

### **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.
- Acknowledge when **we** have made a mistake and learn from them.
- Use the information from complaints to continuously improve **our** service.

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

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

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

## **Data Protection Notice**

This applies to all sections of the policy other than Section 16 – Breakdown assistance.

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](http://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.

**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact us.

**[www.axa.co.uk](http://www.axa.co.uk)**