



# **GOODS CARRYING VEHICLE INSURANCE**

Your Policy Terms and Conditions  
August 2013 Edition

**redefining** / standards





## **Introducing AXA**

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

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

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

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

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003).

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

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

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## Your Policy

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

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

### **Important**

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

Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 27.

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

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You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy.

## Important Helplines

UK Accident Recovery	<b>0800 269 661</b>	Our 24 hour emergency helpline service provides help when You most need it. See Section 12 Page 19
UK Emergency Breakdown	<b>0800 269 661</b>	Our 24 hour emergency helpline service provides help when You most need it. See Section 12 Page 19
Window and Windscreen Breakage	<b>0800 269 661</b>	A quick and efficient repair/replacement service is available 24 hours a day 365 days a year. See Section 12 Page 20

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

## Definitions

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

**Approved Repairer**

A network of approved repairers who can be contacted through any AXA Customer Service Centre.

**Certificate of Insurance**

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

**Claim or Accident**

An event which is insured under this Policy.

**Endorsement**

A wording which changes the Insurance in the printed Policy.

**Green Card**

An International insurance certificate.

**Insure, Insurance**

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

**Liability, Liable**

A legal responsibility to compensate others.

**Market Value**

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

**Period of Insurance**

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

**Proposal**

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

**Renewal**

Extending the original period of insurance.

**Schedule**

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

**Third Party**

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

**We, Us, Our (This does not apply to Section 12)**

AXA Insurance UK plc.

**Windscreen Replacement Provider**

A provider who has been contacted through Our AXA Insurance Assistance Helpline.

**You, Your**

The person shown in the Schedule as the Policyholder.

**Your Vehicle**

The vehicle described in the Schedule.

## Guide to Your Policy Cover

The Policy Cover is shown by the **COVER CODE** in the Schedule.

**The COVER CODE means:**

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**A – COMPREHENSIVE**

All Sections of the Policy apply,

**B – THIRD PARTY FIRE AND THEFT**

All Sections of the Policy apply, EXCEPT for Sections 3, 5, 6 and 7.

Section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

**C – THIRD PARTY**

All Sections of the Policy apply, EXCEPT Sections 2, 3, 5, 6 and 7.

## Section 1 – Legal Liability to Third Parties

### **What the Insurance Covers**

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We will Insure against legal liability:

- for death of or bodily injury to anyone; and
- for damage to property. We will not pay more than £5,000,000 (excluding legal costs) for any one claim, or number of claims arising out of one event

resulting from any Accident involving Your Vehicle, or loading or unloading Your Vehicle.

### **Vehicles which are Insured**

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Your Vehicle.

### **Who is Insured under this Section**

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You and the following people are Insured under this Section:

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

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

### **Costs and Expenses**

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

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

### **Emergency Treatment**

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

### **What is not Covered**

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

- if the person claiming knows that the driver at the time of the Accident has never held a licence to drive the vehicle, or is disqualified from having such a licence;
- for death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts;
- for loss of or damage to property owned by or in care of the person claiming, or being carried in or on Your Vehicle;
- for loss of or damage to Your Vehicle;
- for death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle;
- to anyone other than You who can claim under any other policy;
- to anyone who does not keep to the terms of this Policy as far as they can apply.

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

### **What the Insurance covers**

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If Your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage.

The most We will pay is the Market Value of Your Vehicle and its fitted accessories and spare parts in or on Your Vehicle at the time of the loss or damage. We will not pay more than Your estimate of value shown in the Schedule.

#### **Replacement Goods Carrying Vehicles**

You are entitled to claim for a replacement vehicle if Your Vehicle has a Gross Vehicle Weight of 3.5 tonnes or less if during the period of six months after the date of purchase and first registration by You of Your Vehicle as new, it 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.

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

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.

### **Recovery and Redelivery**

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

- protecting it and moving it to the nearest repairers; and
- returning it to You after repair to any address You wish. This is as long as the cost is no more than it would be if We delivered it to Your address shown in the Schedule.

**Your Contribution**

**Fire, Theft and Malicious Damage**

You must pay £100 towards each claim if Your Vehicle is lost or damaged by:

- fire, self-ignition, lightning or explosion;
- theft or attempted theft;
- malicious damage.

**And in addition**

**Young and Inexperienced Drivers**

You must pay an amount towards a claim for all loss or damage to Your Vehicle.

**This will depend on the age and experience of the person driving.**

The following table shows the amount You pay:

<b>The following table shows the amount You pay</b>	
<b>Age Of Driver</b>	<b>Amount You pay</b>
Under 21 years old	£300
21–24 years old	£150
At least 25 years old with a licence to drive the vehicle which is: <ul style="list-style-type: none"> <li>▪ a provisional licence; or</li> <li>▪ a full licence, but held for less than one year.</li> </ul> You pay these amounts as well as any other amounts You must pay in any other endorsement in the Schedule. You do not have to pay these amounts for <ul style="list-style-type: none"> <li>▪ broken windows or windscreens, including any resulting scratched bodywork, as long as there is no other damage to Your Vehicle.</li> </ul>	£150

### **What is not Covered**

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

- broken windows or windscreens if this is the only damage to Your Vehicle (including any resulting scratched bodywork);
- any depreciation in the Market Value of Your Vehicle following its repair, the cost of which is the subject of a Claim under this Section;
- loss of use of Your Vehicle;
- depreciation;
- wear and tear;
- mechanical or electrical
  - breakdowns
  - failures
  - breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- loss of or damage to the vehicle where possession is obtained by fraud, trick or false pretence;
- loss resulting from repossession of the vehicle or restitution to its rightful owner.

### **Unattended Vehicle Clause**

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

### **Date Recognition Exclusion Clause**

We will not pay for damage to or loss of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip

or similar device, computer software program or process, or any other electronic system caused by failure to:

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

### **Repairs to Your Vehicle**

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

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

## Section 3 – Broken Windows and Windscreens

### What the Insurance Covers

- Breakage of windows and windscreens in Your Vehicle
- Any resulting scratched bodywork

Provided there is no other damage to Your Vehicle.

### Your Contribution

You must pay £50 towards every claim for replacement of windows or windscreens.

### What is not Covered

We will not pay more than £100, after Your contribution has been deducted, unless repair or replacement is carried out by a Windscreen Replacement Provider authorised by Us (see pages 5 and 20).

## Section 4 – Trailers and Disabled Vehicles

### We will insure

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

### What is not Insured

We will not provide Insurance under this Section:

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

## Section 5 – Personal Injury to Your Driver

### What the Insurance Covers

If Your driver is injured in direct connection with Your Vehicle then We will pay £5,000 to Your driver's estate, if within 3 months of the Accident the injury is the sole cause of death.

### What is not Covered

We will not pay:

- if suicide, attempted suicide, alcoholism or drug addiction contributes to or speeds up such death.

## Section 6 – Medical Expenses

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

## Section 7 – Personal Belongings

We will pay up to a total of £250 for any one claim for loss of or damage to personal belongings in or on Your Vehicle.

If You wish, instead of paying You, We will pay the owner of the lost or damaged property.

A receipt from the owner will end Our liability.

### **What is not Covered**

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

## Section 8 – Service or Repair

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

## Section 9 – Right of Recovery

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

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

## Section 10 – Geographical Limits and European Travel

### **Geographical Limits**

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We will provide Insurance as set out in the Policy, the Schedule and the Certificate of Motor Insurance in, or travelling between, Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

### **European Travel**

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#### **Automatic Minimum Cover**

If You use Your Vehicle in

- any country which is a member of the European Union, or
- any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union

the cover provided by this Policy gives You the **minimum** cover to comply with Compulsory Motor Insurance Legislation in those countries.

#### **Issue of a Green Card**

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Although Your current UK Certificate of Insurance is evidence that You have Insurance which meets Compulsory Motor Insurance Legislation for the countries stated, We will, if You ask Us, issue an International Motor Certificate (Green Card).

All We ask of You is that Your request is made to Us at least 14 days prior to travel to allow Us adequate time to process this.

#### **Warning:**

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If You intend travelling to a country which is not mentioned the minimum cover referred to may not be valid for that particular country.

### **Extension of Cover Beyond the European Union Minimum Requirements**

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If You ask Us, We will issue You with a travel pack for journeys to the Continent of Europe (including transit between countries). The travel pack provides the same level of cover as is in operation under this Policy and is issued free of charge for up to 93 days in any year of Insurance, providing

- Your Vehicle does not exceed 3.5 tonnes gross vehicle weight, and
- You are travelling to a country which is a member of the European Union.

Insurance for any other vehicle or for a period which includes travel outside the European Union is at Our discretion and subject to additional premium.

Please give Us at least 14 days' notice of the intention to travel abroad to allow Us adequate time to process the request.

### **Customs Duty**

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

## Section 11 – No Claims Discount when You Renew

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

<b>Table 1</b>	
<b>Period without a Claim</b>	<b>Discount When you Renew</b>
One complete year of Insurance	30%
Two complete and consecutive years of Insurance	40%
Three complete and consecutive years of Insurance	50%
Four complete and consecutive years of Insurance	55%
Five or more complete and consecutive years of Insurance	62.5%

Table 2 shows the effect of claims on Your existing No Claims Discount when You renew Your Policy.

<b>Table 2</b>		
<b>Discount at last Anniversary</b>	<b>Number of Claims Since</b>	<b>Discount Next Time You Renew</b>
30%	One	Nil
40%	One	Nil
50%	One	30%
55%	One	40%
62.5%	One	50%
30%, 40%, 50%		
55%, 62.5%	Two or more	Nil

After making claims, You will go up the scale shown in Table 1, starting from the level shown in the last column of Table 2.

**The following Claims will not affect Your No Claims Discount**

- payments under Section 3 for broken windows or windscreens in Your Vehicle including resulting scratched bodywork, but with no further damage;
- Claims only to pay for Emergency Treatment fees under the Road Traffic Acts;
- Claims where We recover all Our outlay or where it can be proved that We could have got it back but for an agreement between Insurers.

If this Policy insures more than one vehicle, each vehicle will be treated as having its own separate No Claims Discount.

We will not transfer Your No Claims Discount to anyone else.

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

## Section 12 – AXA Insurance UK Assistance

**THE DEFINITION OF WE, US, OUR GIVEN ON PAGE 6 DOES NOT APPLY TO THIS SECTION.**

**THE EXPRESSIONS WE, US, OUR IN THIS SECTION MEAN INTER PARTNER ASSISTANCE.**

AXA Insurance Assistance provides a wide range of services for Your benefit. Full details are contained in Your AXA Insurance Assistance leaflet inserted in Your Policy document. Please spare a few moments to read this and keep the leaflet and card in Your Vehicle.

### **Breakdown Referral Service**

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

- for the attendance of a vehicle recovery specialist to provide roadside repairs AND/OR for recovery of Your Vehicle and passengers to the nearest suitable garage or destination;
- for You to complete Your journey by providing a replacement hire car or taxi OR alternative overnight accommodation;
- for up to two telephone messages to be forwarded to explain Your delay or cancellation of journey.

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

You are responsible for the payment directly to the recovery operator and to other suppliers for their costs and fees for goods or services supplied.

### **Accident Recovery**

If Your Vehicle is immobilised following a motor accident anywhere in the UK.

We will arrange and pay for:

- the cost of transporting Your Vehicle and passengers

- 1 to Your home or intended immediate destination in the UK at the time of the Accident

OR

- 2 to the nearest suitable repairer or to an Approved Repairer nominated by You

AND/OR

- 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.

### **Exclusions**

We will not be liable:

- for vehicles immersed in mud, snow, sand or water;
- for the cost of any parts, lubricants, fluids or fuel required to restore Your Vehicle's mobility;
- for any Liability or consequential loss resulting from any act performed in the execution of the assistance services provided;
- for any Claim while Your Vehicle –
  - 1 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 8 persons
  - 2 is being driven unreasonably or on unsuitable terrain;
- for any expenses You would normally have incurred during the journey;
- for accident brought about by an avoidable, wilful and deliberate act committed by You;
- If Your Vehicle
  - 1 has not been regularly serviced in accordance with the manufacturer's instructions
  - 2 is unroadworthy at the start of the journey

- 3 is not a private car, estate car, land rover type vehicle, motorised caravan, light van, minibus, trailer caravan, or trailer of a proprietary make
- 4 exceeds 3.5 tonnes Gross Vehicle Weight.

### **Conditions**

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

You must be in attendance at Your Vehicle at the estimated time We advise that assistance can be expected.

You are responsible for the safety of the contents of Your Vehicle.

### **Window or Windscreen Breakage**

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For Your benefit We have negotiated special terms with a number of approved Windscreen Replacement Providers.

Should You have the misfortune of a broken window or windscreen \*please call Our AXA Insurance 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:

- You will need to produce Your Certificate of Motor Insurance;
- the upper payment limit referred to in Section 3 of Your Policy will not apply;
- the cost of window or windscreen replacement or repair will be directly billed to Us although You will need to pay the glass excess in the event of replacement and VAT if You are VAT registered;
- You are entitled to have the windows and windscreens permanently etched with Your registration mark free of charge as a security measure;

- Your Schedule will tell You whether the Broken Window and Windscreen Section is in operation.

Even if You do not have the Cover You can still take advantage of the special terms We have negotiated and obtain substantial discounts from Your own costs by producing Your Certificate of Insurance to the Windscreen Replacement Provider.

## Section 13 – General Exclusions to the Policy

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

We will not Insure You for Claims while Your Vehicle is being:

- used for any purpose that the Certificate of Motor Insurance does not allow;
- driven by someone not allowed to drive by the Certificate of Motor Insurance.

**But We will still Insure You if the Claim arises because the vehicle was stolen or taken without Your permission**

- driven by You if You do not hold a licence to drive the vehicle or You are disqualified from having such a licence;
- driven with Your permission by someone who You know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one.

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

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

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

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

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

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

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

### Terrorism Exclusion

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

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

**For the purpose of this Exclusion, ‘terrorism’ means an act or acts causing or occasioning or threatening of harm or whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.**

## Section 14 – General Conditions of the Policy

### Claims

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You or Your legal personal representative must notify Us as soon as possible after an Accident (by telephone if possible) to provide full details of the circumstances. You can do this by calling the telephone number noted on Your Policy Schedule or by contacting Your insurance advisor who will inform You where and how to get in touch with Us.

If the damage to Your Vehicle is insured by this Policy then please refer to the paragraph in Section 2 of the Policy '**Repairs to Your Vehicle**'.

If You receive any letter, Claim, writ, summons or process You must send it to Us without delay.

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

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

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

We have full discretion over managing proceedings and settling claims.

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

### Fraud

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If You or anyone acting for You:

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

We will:

- a) refuse to pay the claim;
- b) declare the Policy void, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

### Cash Payments

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

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

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

### Other Insurance

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If there is any other Insurance which covers any Claim under this Policy, We will only pay Our share towards the Claim.

### Arbitration

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If there is any dispute about the amount to be paid under this Policy, the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration. This will not happen if the Claim in question is disputed for a reason other than the amount to be paid.

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

### Care of Your Vehicle

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

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

## Canceling Your Policy

### Your Statutory Cancellation Rights

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

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

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

### Your Cancellation Rights Outside The Statutory Period

- **Within the first Period of Insurance**

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

Provided that there have been

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

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

### Scale of charges

Number of months or part thereof	Percentage of annual premium charged
1 month	25%
2 months	35%
3 months	45%
4 months	55%
5 months	65%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
10 months	90%

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

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

- **After the first Period of Insurance**

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

Provided that there have been

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

during the current Period of Insurance We will retain an amount of premium in proportion to the time You have been on cover subject to a minimum premium of £10 and refund the balance to You.

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

### **Our Rights to Cancel**

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

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

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

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current Period of Insurance We may at Our discretion retain the whole or part of the premium.

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

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

### **Instalments Clause**

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

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

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

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

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

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

## **Telling Us About Changes**

### **Changing Your Vehicle**

If You want the Policy Cover to continue after changing Your Vehicle, You must give Us full details of Your new vehicle.

Please do this:

- within 14 days of getting Your new vehicle if Your Certificate of Insurance does not mention Your Vehicle's registration number; or
- before getting the vehicle if Your Certificate of Insurance says what Your Vehicle is by its registration number.  
**(You will need to get a Cover Note.)**

### **Extra Vehicles**

You must tell Us immediately if You get an extra vehicle. This is so You can get a Cover Note or agreement to use the Certificate of Insurance You already have where it does not mention a registration number.

Where more than one vehicle is to be covered by the Policy, We will send You a separate Schedule and Certificate of Insurance for each one.

### **Temporary Vehicles**

If You need cover for any vehicle for a temporary period, You must tell Us beforehand and get a Cover Note.

### **Other Changes**

You must tell Us immediately about any other changes You want to make, and where necessary, You should get a Cover Note.

### **Policy Administration Fees Condition**

We may charge You an administration fee if We

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

We will not make a charge without informing You.

## **Keeping to Conditions**

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

- kept to all the terms and endorsements in the Policy; and
- filled in the Proposal truthfully and fully.

### **Broken Windows and Windscreens**

If the only damage to Your Vehicle is a broken window or windscreen You should contact one of Our Replacement Windscreen Providers via Our AXA Insurance Assistance Helpline.

(Please refer to page 5)

### **Motor Insurance Database**

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

- a) the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime
- b) other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant Policy information if you have been involved in an accident in the UK or abroad
- c) the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing
- d) persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

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

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

## Endorsements which might apply

Your Insurance under this Policy may be extended or restricted by means of an Endorsement. The following Endorsements and any others only apply if their number appears in the Operative Endorsements Sections of Your Policy Schedule.

If the name of a person or of a group of people is shown next to an Endorsement number in the Schedule, that Endorsement applies only to that person or group. If an Endorsement applies for a temporary period, the period will be shown in the Schedule.

All the terms and exclusions of the Policy also apply to Endorsements.

### **001 Own Loss or Damage**

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You will pay the amount shown in the Excess field stated on Your Schedule towards each claim for all loss of or damage to Your Vehicle.

This amount will be extra to any amount You may have to pay under Section 2 of this Policy. If We pay the whole amount of the Claim in the first place, You must pay Us back at once the amount You have to pay under this Endorsement.

**You will not pay this amount towards claims for:**

- broken windows or windscreens including any resulting scratched bodywork but without any other damage to Your Vehicle

### **002 European Travel**

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Your Insurance under this Policy applies when any vehicle described in the Green Card is in any country named in the Green Card.

### **006 Budget Plan**

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

Where the Policy is cancelled due to non-payment of instalments You must return Your Certificate of Insurance to Us immediately.

### **007 Drivers Under Age 25 Excluded**

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The Insurance provided by this Policy will not apply when Your Vehicle is being driven by, or is in the charge of anyone under 25 years old.

### **009 Personal Injury to Your Driver Excluded**

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Section 5 of the Policy is cancelled.

### **017 Isle of Man Law**

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This Policy has been entered into in the Isle of Man and must keep to the laws of the Island. Any disputes under this Policy will be held and settled on the Island.

### **025 Personal Belongings Excluded**

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Section 7 of the Policy is cancelled.

### **035 AXA Insurance European Assistance**

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You get AXA Insurance Assistance while travelling on the Continent of Europe. The Insurance We provide is fully described in the leaflet contained in the TRAVEL PACK which We will give You, if You Ask Us.

### **041 Mileage Limitation**

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Your Insurance under this Policy does not apply when Your Vehicle is being used for hire or reward more than 100 miles from base.

### **044 Fixtures and Fittings Excluded**

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We will not pay under Section 2 of this Policy, for loss of or damage to fixtures, fittings and utensils in Your Vehicle.

### **045 Food Poisoning Excluded**

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We will not provide Insurance under Section 1 of this Policy for death, injury or illness of anyone connected with:

- poisoning of any kind from food or drink;
- anything harmful in the condition of any goods supplied or to the defective condition of the goods container.

## Making a Complaint

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

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

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

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

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

Alternatively You can write to Us at

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

Tel: 01204 815359

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

When You make contact please tell Us the following information:

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

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

### **Beyond AXA**

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

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

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

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

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

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

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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

### **Our promise to You**

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We will

- Acknowledge written complaints promptly.
- Investigate Your complaint quickly and thoroughly.
- Keep You informed of progress of Your complaint.
- Do everything possible to resolve Your complaint.
- Learn from Our mistakes.
- Use the information from complaints to continuously improve Our service.

Telephone calls may be monitored or recorded.

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

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

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

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