

Commercial Vehicle Insurance



Welcome to Jensten Underwriting (Commercial) Limited

Welcome to **your** new Commercial Vehicle **policy** exclusively arranged through Jensten Underwriting (Commercial) Limited with AXA Insurance UK plc.

This **policy** forms part of **your** legal contract with **us** and defines what exactly **your** Commercial Vehicle **policy** covers **you** against. Please refer to **your schedule** of cover for confirmation of the level of cover **you** have chosen.

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

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Your policy

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

If **you** fail to provide accurate and complete information this policy may not protect **you** in the event of a **claim** and **we** may cancel or void the **policy**. Please read the Providing accurate and complete information condition on page 4.

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

This insurance is renewable provided that **you** have accepted **our** renewal terms and paid the premium for any subsequent **period of insurance**.

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

Throughout this **policy**, **we** use words in bold and headings. Words in bold have specific meanings whenever they are used in **your policy**. These meanings can be found on page 5. Headings have been used for **your** guidance and do not form part of the **policy** wording.

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

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

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

All sections of cover should be read in conjunction with the General conditions and exclusions which apply to the whole of this **policy**. These can be found on pages 2 to 4.

Important

Please read this **policy** together with **your schedule** to ensure that it meets with **your** requirements. Should **you** have any queries please contact **your** insurance advisor.

The law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply.

Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Important telephone numbers

Contact numbers to remember for **your claim** enquiries.

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

Select the option **you** require and speak to the handler who will assist **you** with **your** enquiry.

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

*Calls to 0800 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.

Quick and handy tips

If you have had an accident

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

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

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

- Note the time, name of the road or the location.
- Draw a diagram of the position of all vehicles involved.
- Write down the driving conditions i.e. raining, dark.
- Take photos of damage or evidence.
- Try and get witness statements and their contact details.

Report the **accident** to **us** as soon as **you** can on the telephone number highlighted on page 1, 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 1. It will be useful if **you** have **your policy** number and details of the incident available when **you** call **us**.

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

- 1 Register **your claim**.
- 2 Give **you** a **claim** number to quote.
- 3 Talk **you** through the process, including confirming what **you** are covered for.
- 4 Arrange next steps.

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

- 1 **You** do not need to organise estimates.
 - 2 **We** will provide **you** with an insured courtesy van for the duration of the repair. **We** may not always be able to provide an exact like-for-like replacement to **your vehicle**; however **we** guarantee to at least provide **you** with a small van that will allow **you** to stay mobile in the event of a repair. If a choice of courtesy vans is available, **you** may be offered the opportunity to upgrade for a small additional fee.
 - 3 **We** will pay the repairer directly (**you** just pay the **excess** and VAT, if **you** are VAT registered, to the repairer).
 - 4 All repair work is guaranteed for the life of **your vehicle** (while **you** continue to own it).
 - 5 **Your vehicle** will be collected and delivered back to **you**.
- You** will find further information regarding **our approved repairers** under the Approved repairer condition shown on page 2.

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 3.

Stay insured, Stay Legal – penalties for uninsured motor vehicles

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

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

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

General conditions applicable to all parts of your policy

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

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

- 1 Cancel the **policy**, and/or.
- 2 Declare **your policy** void (treating **your policy** as if it had never existed), and/or.
- 3 Change the terms of **your policy**, and/or.
- 4 Refuse to deal with all or parts of any **claim** or reduce the amount of any **claim** payments.

Additional vehicles condition

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

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

Approved repairer condition

If **you** make a **claim** for loss or damage to **your vehicle**, **we** will use one of **our approved repairers** to repair it. If **you** chose 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

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 **claim(s)** in the current **period of insurance** **we** will refund part of the premium **you** have paid, proportionate to the time left on **your policy**. In either case, **you** will need to return all effective **certificates of insurance** to **us** or confirm their destruction before **we** will refund any premium.

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**, and **you** have either returned all effective **certificates of insurance** to **us** or confirmed their destruction, **we** will refund part of the premium paid, proportionate to the unexpired

period of insurance following cancellation minus an administration fee which **you** will be advised of when arranging this insurance. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

3 **We** may cancel your policy:

1. If **you** or anyone else covered by this policy breaks any of the General Conditions of **your** cover set out in pages 2-4
2. If **you** or anyone else covered by this policy ignore or fail to comply with the exclusions. Please see "General exclusions applicable to all parts of this policy" section set out on page 4.
3. If **you** provide any inaccurate or incomplete information. Please see "Providing accurate and complete information" section on page 4.
4. If **you** act in a fraudulent manner when incepting, making an amendment or renewing this policy.
5. If **you** act in a fraudulent manner when making a claim. Please see "Claims Condition applicable to all parts of this policy" section set out on page 3.
6. If **we** are unable to continue cover due to changes in your circumstance or to **your** policy information. Please see The General conditions applicable to all parts of this policy" section set out on pages 2-4.
7. If **you** fail to respond to written request for further information or documentation.
8. If **we** believe **you** or anyone else covered by the policy seek to use the benefits of the policy for any use in which the policy is not intended for, including any commercial use.
9. If **you** do not pay your premium, please see "Non payment of premiums" section on page 2.
10. If **we** cancel your policy we shall provide **you** with 7 days prior written notice to **your** last known address. Within this notice we will advise **you** of our reason for cancelling **your** policy.

Non-payment of premiums

We reserve the right to cancel **your policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if **you** are paying by instalments.

If **we** are unable to collect a payment by instalments **we** will use best endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the **policy**. Cancellation of **your policy** will not affect any **claims** or rights **you** or **we** may have before the date of cancellation.

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

Care of your vehicle condition

You must take all reasonable steps to keep **your vehicle** from being lost or damaged.

You must maintain it in an efficient and roadworthy condition and **we** must be able to inspect it at any time after **you** have made a **claim**.

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

Cash payments condition

If **we** decide to settle a **claim** for loss of or damage to **your vehicle** in cash, **we** will pay it to the legal owner of **your vehicle**.

If **we** agree to settle such a **claim** in cash, **we** have the right to keep the damaged vehicle.

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

Changes to your circumstances condition

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

- 1 A change to the people who need to be insured under **your policy**.
- 2 If any person insured under **your policy** receives any motoring conviction including driving license endorsements, fixed penalties and pending prosecutions.
- 3 If any person insured under **your policy** receives a criminal conviction.
- 4 If **you** change **your** van.
- 5 If the owner of **your** van changes.
- 6 If the main driver of **your** van changes.
- 7 If **you** change the way in which **your** van is used. For example, **you** change the business use of **your vehicle**.

- 8 If **your** van is modified in any way including, but not limited to:
- Changes to the bodywork such as spoilers or body kits.
 - Changes to the suspension or brakes.
 - Cosmetic changes such as alloy wheels.
 - Changes affecting performance such as changes to the engine management system or exhaust system.
 - Changes to the audio/entertainment system.
- 9 If **you** change **your** address or the address where **your** van is kept overnight.

You must ensure that **you** provide **us** with accurate and complete information when asked questions about the changes in **your** circumstances. If a change that **you** request makes the risks unacceptable to **us** **we** reserve the right to decline to make the change or cancel **your** **policy** if the change has already been made.

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

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

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

Changing your vehicle

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

Claims notification condition:

You or **your** legal representative must

- 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 1)
- Immediately.
 - On receipt, send **us** any letter, claim, writ, summons or other documents served on **you**.
 - Tell **us** about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim** under **your** **policy**.
We will not pay **your** **claim** where **you** have not complied with this condition.

Claims procedures condition

- If the damage to **your** **vehicle** is insured by **your** **policy** then to allow **us** to authorise repairs as quickly as possible **you** should:
 - Take **your** **vehicle** to an **approved** **repairer** (**we** will advise **you** of their details when **you** contact **us**), or
 - If **your** **vehicle** is not able to be driven allow **us** to arrange for it to be moved to the premises of an **approved** **repairer**.
- You**, or anyone else who is claiming under **your** **policy**, must not make any admission, offer, payment, rejection 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 who is claiming under **your** **policy**, must provide **us** with any assistance to enable **us** to settle or defend a **claim**, and details of any other relevant insurances.
- We** must be able to inspect **your** **vehicle** after **you** have made a claim.

We will not pay **your** **claim** where **you** have not complied with conditions 2 – 6 above other than where necessary to meet **our** obligations in accordance with the Road Traffic Acts.

Courtesy vehicle condition

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

Failure to maintain the Motor Insurance Database condition

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

Fraud condition

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

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

- Knowingly makes a fraudulent or exaggerated **claim** under **your** **policy**;
- Knowingly makes a false statement in support of a **claim** (whether or not the **claim** itself is genuine); or
- Knowingly submit a false or forged document in support of a **claim** (whether or not the **claim** itself is genuine).

We will:

- Refuse to pay the **claim**;
- Declare **your** **policy** void, treating it as if it had never existed without any refund of premium; and
- Recover any sums that **we** have already paid under **your** **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 (DVLA), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including;

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

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

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

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

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

Other insurance condition

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

Our right of recovery

We have the right to recover any payments **we** make from **you** if, under the law of any country in which **you** are covered by this **policy**, **we** have to pay a **claim** or make a payment which **we** would not normally have had to pay under the laws of England and Wales.

Policy administration fees condition

We may charge **you** an administration fee if **we**:

- Make any changes to **your** **policy** on **your** behalf.
- Agree to cancel **your** **policy**, or
- Are requested to print and re-send **your** **policy** documents to **you**.

Proof of no claims condition

We have given a discount on **your policy** dependent on the number of years no claims discount **you** declared **you** have.

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

Providing accurate and complete information condition

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

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

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

- 1 Deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
- 2 Not deliberate or reckless and **we** would not have provided cover had **you** provided accurate and complete answers to the questions, then **we** can elect to make **your policy** void and return **your** premium or
- 3 Not deliberate or reckless and **we** would have issued cover but on different terms had **you** provided accurate and complete answers to the questions then **we** can:
 - a Reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** provided an accurate and complete answers to the questions and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b Treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** provided an accurate and complete answers to the questions.

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

- a If **we** elect to make **your policy** void, this will be from the start of the policy, or the date of variation or from the date of renewal.
- b **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal.
- c **We** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.
- d. If **we** decide to void the policy **we** will seek to recover any payments made and costs incurred as the result of **us** having to comply with **our** Road Traffic Act obligations.

It is a criminal offence under the Road Traffic Acts to make a false statement for the purposes of obtaining motor insurance and we may report you to the authorities should we consider there to have been a serious or reckless presentation of the risk.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Tax and registration condition

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

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 **your** insurance advisor beforehand and get a temporary cover note.

Vehicle sharing condition

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

General exclusions applicable to all parts of your policy

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

Agreement with others exclusion

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

Airside exclusion

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

Driving under the influence of excess alcohol or drug

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

- a Found to be over the limit for alcohol to the extent which would constitute an offence while the laws of the country in which the accident occurred
- b Is driving whilst unfit through drink or drugs, whether prescribed or otherwise,
- c Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Earthquake exclusion

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

Hazardous goods exclusion

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

Pollution or contamination exclusion

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

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:

- Used for any purpose that the **certificate of insurance** does not allow.
- Driven by someone not allowed to drive by the **certificate of insurance**.
- 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 but **we** will still cover **you** under 1 and 2 if the **claim** arises because **your vehicle** was stolen or taken without **your** permission.

War risk exclusion

We will not cover **you** for any **claim** which is as a result of war, invasion, act of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military coup or seized power, except where it is necessary to meet the requirements of the Road Traffic Acts.

Meanings of defined terms

These meanings apply throughout **your policy**.

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

Accessory/Accessories

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

Approved repairer, Windscreen replacement provider

A repairer from **our** approved network, who can be contacted using the phone number on page 1.

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** booklet. An endorsement can either restrict or provide **you** with extra cover.

Excess

The first amount **you** must pay towards the cost of a **claim**. Sometimes more than one excess can apply, in which case **we** add them together. Please refer to Section 2 for more details.

Green card

An international insurance certificate.

Hazardous goods

Any material which is included within

- The Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1922 or subsequent legislation, or
- The Carriage of Dangerous Goods (Classification, Packaging and Labelling) an Use of Transportable Pressure Receptacles Regulations 1996 or subsequent legislation, or
- The Carriage of Explosives by Road Regulations 1996 or subsequent legislation, or
- The list of substances that are hazardous to health published by the Health and Safety Executive or its successor where **your vehicle** is required to display hazard warning (Hazchem or ADR) panels or Tremcards while the materials are being carried.

Market value

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

Period of insurance

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

Personal belongings

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

Policy

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

Schedule

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

Statement of fact

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

Terrorism

An act that the government of the United Kingdom considers to be an act of terrorism or any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups(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.

We, us, our

AXA Insurance UK plc.

A different meaning applies in Section 12.

You, your

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

Your vehicle

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

Guide to your policy cover

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

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

All sections of cover should be read in conjunction with the General conditions and exclusions applicable to all parts of your policy shown on pages 2-4.

Section 1 – Legal liability to third parties

What is covered

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

- 1 Death of or bodily injury to anyone and
- 2 Damage to property resulting from any **accident** involving **your vehicle**, or loading or unloading of **your vehicle**.

Corporate manslaughter and corporate homicide – legal defence costs

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

- 1 **Your** legal fees and expenses incurred for defending proceedings including appeals.
- 2 Costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a Health and Safety at Work etc 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:

- 1 For more than £5,000,000 in total in respect of any one action or series of actions arising out of any one insured event and in aggregate during any one **period of insurance**.
- 2 Unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business.
- 3 Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts.
- 4 In respect of proceedings which result from any deliberate act or omission by **you**.
- 5 Where indemnity is provided by another insurance policy.
- 6 For fines or penalties or the cost of implementing any remedial order or publicity order.
- 7 For any appeal against any fine penalty remedial order or publicity order.
- 8 For costs incurred as a result of the failure to comply with any remedial order or publicity order.
- 9 For costs and expense insured by another policy.
- 10 For fees of any solicitor or council appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**.

Costs and expenses

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

- 1 Solicitors' fees to represent anyone insured under this section at a Coroner's Inquest or Fatal Accident Inquiry.
- 2 For the defence in any Court of Summary Jurisdiction.
- 3 The cost of legal services to defend a charge of manslaughter or causing death by reckless driving.
- 4 Any emergency treatment fees **we** are required to pay by the Road Traffic Acts.
- 5 Any other legal fees, costs and expenses incurred to investigate or defend a **claim** against **you**, with **our** written consent.

Hazardous goods

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

- 1 All drivers and vehicle attendants must hold a current and valid ADR certificate in accordance with the carriage of dangerous goods by road regulations.
- 2 **Our** liability will be limited to £250,000 whilst **hazardous goods** are being transported in respect of any one **claim** or series of **claims** arising out of one event involving **your vehicle** or whilst loading or unloading it. Unless **we** have to exceed this limit to meet the requirements of the Road Traffic Acts.

Terrorism

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

- 1 £5,000,000 including costs and expenses incurred with **our** written consent in respect of all **claims** arising out of one event, or
- 2 Such greater sum as may in the circumstances be required by the Road Traffic Acts.

Vehicles which are covered

- 1 The vehicle specified on **your certificate of insurance** or temporary cover note and **policy schedule**.
- 2 Any trailer or mechanically broken down vehicle whilst attached to **your vehicle**.

Who is covered by this section

You and the following people are insured under this section:

- 1 Anyone allowed by the **certificate of insurance** to drive **your vehicle**.
 - 2 Any passenger travelling in, or getting into or out of **your vehicle**.
- If anyone insured under this section dies, **we** will continue to provide insurance for the estate of that person in respect of any liabilities incurred which are otherwise covered by **your policy**.

What is not covered

We will not provide cover under this section:

- 1 For any amount in excess of £5,000,000 (excluding legal costs) for any one **claim**, or number of **claims**, arising out of one event in respect of damage to property.
- 2 If the person who is covered by this section knows that the driver at the time of the **accident** has never held a licence to drive the vehicle, or is disqualified from having such a licence, unless a licence to drive is not required by law.
- 3 For death of, or bodily injury to, any person arising out of and in the course of that person's employment other than where it is necessary to meet the requirements of the Road Traffic Acts.
- 4 For loss of or damage to property:
 - a Owned by or in care of the person who is covered by this section.
 - b Being carried in or on **your vehicle** or trailer.
- 5 For loss of or damage to **your vehicle** or trailer.
- 6 For death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare, in connection with the loading or unloading of **your vehicle** by anyone other than the driver or attendant of **your vehicle**.
- 7 To anyone who does not keep to the terms of **your policy** as far as they can apply.
- 8 For death, injury or damage caused by or connected with property on which **you** have carried out any process of manufacture, construction, alteration, repair or treatment directly or indirectly caused in connection with using **your vehicle**.
- 9 For death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to **your vehicle**, except so far as is necessary to satisfy the Road Traffic Acts.
- 10 Damage to any bridge, viaduct, weigh bridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.
- 11 For death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.

Section 2 – Loss of or damage to your vehicle

What is covered

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

- 1 Repair, or
- 2 Replace, or
- 3 Pay in cash the cost of the loss or damage. In the event of a total loss, the limit of cover under this section will be the **market value of your vehicle** and its fitted **accessories** 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**. If the only loss or damage to **your vehicle** is a broken window or windscreen please refer to Section 3 – Broken windows and windscreens.

Audio visual communication and guidance equipment

We will pay for:

- 1 Any type of audio visual communication and guidance equipment that formed an integral part of the vehicle at original manufacture and
- 2 Up to £500 after deduction of the **excess** as shown on **your policy schedule** for any one **claim** for loss of or damage to permanently fitted audio visual communication or guidance equipment that was not fitted as a standard **accessory to your vehicle** at the time of the vehicle manufacture.

Replacement of locks due to the loss or theft of keys

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

- 1 Door and/or boot locks.
- 2 Ignition/steering locks.
- 3 Lock transmitter and central locking interface.
- 4 Immobilisation/alarm system.

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

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

Recovery and redelivery

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

- 1 Protecting it and moving it to the nearest repairers and
- 2 Returning it to **you** after repair to any address **you** wish as long as the cost is no more than it would be if **we** delivered it to **your** address shown in the **schedule**.

Replacement vehicles

If:

- 1 **Your vehicle** has a gross vehicle weight of 3.5 tonnes or less, and
- 2 Within a period of six months after the date of purchase and first registration by **you** of **your vehicle** as new **your vehicle** is lost by theft, or damaged and the cost of repairs exceeds 60% of the manufacturers list price (including VAT), at the time of the **claim**, **you** are entitled to a replacement vehicle instead of **your vehicle** being repaired.

If **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.

Your contribution

Policy excess

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

Young and inexperienced drivers excess

You must pay an amount towards a **claim** for all loss or damage to **your vehicle**. This will depend on the age and experience of the person driving. This **excess** will apply in addition to the **policy excess**. The following table shows the amount **you** pay.

Age of driver	Amount you pay
Under 21 years old	£300
21 -24 year old	£150
At least 25 years old with a licence to drive the vehicle is <ol style="list-style-type: none"> 1 a provisional licence, or 2 a full UK or EU licence, but held for less than one year 	£150

Voluntary excess

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

What is not covered

We will not pay for:

- 1 Broken windows or windscreens (including any resulting scratched bodywork) if this is the only damage to **your vehicle** (see Section 3 – Broken windows and windscreens).
- 2 Any reduction in the **market value** of **your vehicle** following its repair.
- 3 Loss of use of **your vehicle**.
- 4 Depreciation.
- 5 Wear and tear.
- 6 Mechanical or electrical.
 - a Breakdowns.
 - b Failures.
 - c Breakages.
- 7 Damage to tyres caused by braking, punctures, cuts or bursts.
- 8 Loss of **your vehicle** or other property where it is obtained by any person, or where any person attempts to obtain it, using any form of payment which proves to be counterfeit, false, fraudulent, invalid, unable to be collected, irrecoverable or irredeemable for any reason.
- 9 Loss of or damage to **your vehicle** where possession is obtained by fraud, trick or false pretence.
- 10 Loss or damage to **your vehicle** as the result of:
 - a Lawful repossession, or
 - b Return to its rightful owner or
 - c Seizure by the Police or their authorised representatives.
- 11 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**.
- 12 Loss or damage caused by an inappropriate type or grade of fuel being used in **your vehicle**.
- 13 The costs for reinstating or replacing data of any form that was held on or stored by any equipment that may be covered under this section.
- 14 Any damage caused deliberately by **you** or anyone else insured under **your policy**.

Section 3 – Broken windows and windscreens

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

What is covered

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

Broken windows and windscreens excess You must pay the amount shown on **your certificate of insurance** 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.

Section 4 – Trailers and towing

What is covered

Any trailer shown on **your schedule** which is:

- 1 Attached to **your vehicle**.
- 2 Detached from **your vehicle** and not being used will be covered to the same extent as the cover being provided for **your vehicle**.

We will also cover

- a Any other trailer (but only whilst attached to **your vehicle**) will be covered to the same extent as the cover being provided for **your vehicle**
- b **Your** liability under Section 1 of this **policy** whilst towing a broken down mechanically propelled vehicle attached to **your vehicle**.

What is not covered

We will not provide insurance under this section

- 1 For any trailer while it is attached to any vehicle other than **your vehicle**.
- 2 If **you** have exceeded the current DVLA requirements for towing trailers.
- 3 If **your vehicle** is towing any broken down vehicle for payment or reward.
- 4 For loss of or damage to any broken down vehicle which is being towed by **your vehicle**.
- 5 For loss of or damage to any property being carried in or on any trailer or broken down vehicle.
- 6 For death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.

Section 5 – 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 **your policy** we will pay £5,000 to **your driver's** estate, if within three months of the **accident** the injury is the sole cause of death.

What is not covered

We will not pay if:

- 1 Suicide, attempted suicide, alcoholism or drug addiction causes, contributes to or speeds up such death.
- 2 Death happens more than three months after the **accident**.
- 3 **You** are a firm, company or the named policyholder is more than one person.

Section 6 – Medical expenses

What is covered

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

Section 7 – Personal belongings

What is covered

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

If **you** wish, instead of paying **you**, we will pay the owner of the lost or damaged property.

Payment by **us** to the owner of the lost or damaged **personal belongings** will end **our** liability.

What is not covered

- 1 Wear, tear and loss of value of any **personal belongings**
- 2 Money, stamps, tickets, documents or securities (such as share or bond certificates)
- 3 Goods, tools or samples carried for any trade or business
- 4 Loss or damage when no one is in **your vehicle** unless.
 - 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 Loss of or damage to any audio, entertainment, phone, radar detection or satellite navigational equipment, including the cost of reinstating data on these systems.

Section 8 – Service or repair

What is covered

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

- 1 Maintenance.
- 2 Repair.
- 3 Testing, or
- 4 Servicing.

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

Section 9 – Third party uninsured drivers

Third party uninsured drivers

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

- 1 We establish that the **accident** is not **your** fault and
- 2 **You** are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

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

Section 10 – Territorial limits and European travel

What is covered

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

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

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

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

Travel outside of the territorial limits

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

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

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

Issue of a green card

Although **your** current **certificate of insurance** is evidence that **you** have cover which meets compulsory motor insurance legislation within the countries specified within 1 and 2, **we** will, if **you** ask **us**, issue a **green card**.

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

Customs duty

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

Section 11 – No claims discount when you renew

No claims discount when you renew

If **you** have not made a **claim** during the current insurance year **we** will include a discount in **your** renewal premium. **We** will give **you** this discount for each **claim** free year **you** have disclosed to **us** or have earned under **your policy** up to **our** maximum entitlement.

If **you** have not chosen to protect **your** no claims discount and **you** make one **claim** during the insurance year, the number of **claim** free years **you** earn will be reduced as follows:

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

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

Your no claim discount cannot be transferred to anyone else. No claims discount can only be earned by **you** if **your policy** has been in force for a period of 12 months.

Your no claim discount will not be affected by:

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

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

Section 12 – AXA UK Assistance

AXA UK Assistance can arrange a wide range of services for **your** benefit. IPA is a Belgian firm authorised 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.

You can check this on the Financial Service Register by visiting the website www.fca.org.uk/register or contacting the Financial Conduct Authority on 0800 111 6768.

Meanings of defined terms

You can find the meaning for words in bold print on page 5. 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/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 3 – Broken windows and windscreens applies.

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

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

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

If **you** have third party, fire and theft or third party only cover, the cover described in Section 3 – Broken windows and windscreens does not apply. However if **you** have suffered a broken or damaged window or windscreen **you** can still take advantage of the special terms **we** have negotiated by producing **your certificate of insurance** to the **windscreen replacement provider**.

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

What is not covered

We will not cover

- 1 Any liability arising directly or indirectly from any act performed in the execution of the assistance services provided.
- 2 Any **claim** while **your vehicle**:
 - a Is carrying more passengers or towing a greater weight than for which it 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 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 1.

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

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

Data Protection

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 home emergency 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** home emergency, 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 home emergency 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** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e. Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** 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, for example government records of when **your** MOT is due, 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 and 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 opposite).

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: www.axa-assistance.co.uk Alternatively, a hard copy is available from **us** on request.

Sanctions Clause

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

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.

In the event **Your** complaint is about Jensten Underwriting (Commercial) Limited, please contact:

Complaints Department
Jensten Underwriting (Commercial) Limited,
Unit 5,
Vantage Park,
Washingley Road,
Huntingdon,
Cambs,
PE29 6SR

By Email: complaints@jensten.co.uk

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS.

This does not affect **your** right to take legal action.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567*

Tel: 0300 123 9123**

Fax: 020 7964 1001

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

Web: www.financial-ombudsman.org.uk

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

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

Our promise to you

We will:

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

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

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

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

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

Endorsements which might apply

Your policy coverage may be extended or restricted by means of an **endorsement**. The following **endorsements** and any others only apply if their number appears in the operative **endorsements** sections of **your policy schedule**.

If the name of a person or of a group of people is shown next to an **endorsement** number in the **schedule**, that **endorsement** applies only to that person or group. If an **endorsement** applies for a temporary period, the period will be shown in the **schedule**. All the terms and exclusions of **your policy** also apply to **endorsements**.

001 Own loss or damage

You will pay the amount shown in the **excess** field stated on **your schedule** towards each **claim** for all loss of or damage to **your vehicle**. This amount will be extra to any amount **you** may have to pay under Section 2 of **your policy**.

If **we** pay the whole amount of the **claim** in the first place, **you** must pay **us** back at once the amount **you** have to pay under this **endorsement**.

You will not pay this amount towards **claims** for broken windows or windscreens including any resulting scratched bodywork but without any other damage to **your vehicle**.

002 European travel

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

006 Budget Plan

You pay the premium for this **policy** by **our** Budget Plan. If **you** do not pay each instalment on the due date, all cover under **your policy** is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice, the day following expiry of such notice. Where **your policy** is cancelled due to non-payment of instalments **you** must return **your certificate of insurance** to **us** immediately.

007 Drivers under age 25 excluded

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

009 Drivers under age 30 excluded

The insurance provided by this **policy** will not apply when **your vehicle** is being driven by, or is in the charge of anyone under 30 years old.

017 Isle of Man Law

Your policy has been entered into in the Isle of Man and must keep to the laws of the Island.

Any disputes under **your policy** will be held and settled on the Island.

044 Fixtures and fittings excluded

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

045 Food poisoning excluded

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

- 1 Poisoning of any kind from food or drink;
- 2 Anything harmful in the condition of any goods supplied or to the defective condition of the goods container.

052 No claims discount protection

For an extra premium **we** will protect the maximum no claims discount **you** have earned.

This will continue to apply until **you** become ineligible for no claims discount protection as a result of either:

- 1 Three or more **claims** on **your policy** that would have affected **your** no claims discount that have occurred over the past five years or
- 2 More than one **claim** on **your policy** that would have affected **your** no claims discount in the current insurance period.

In the event of 1:

Where three or more **claims** occur during a five year period, the no claims discount protection facility will be withdrawn at the renewal following the third **claim** and **your** no claims discount will be reduced in accordance with **our** current scale in respect of the third and any subsequent **claims**.

In the event of 2:

Where more than one **claim** occurs during **your** current insurance period, the no claims discount protection facility will be withdrawn and **your** no claims discount will be reduced in accordance with **our** current scale in respect of the second and any subsequent **claims**.

Subject otherwise to the terms and conditions of **your policy**.