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Defined terms are highlighted in bold blue ▶ see pages 18 and 19 for their meanings
Welcome to your AXA Goods Carrying Vehicle Insurance policy

Thank you for choosing AXA Goods Carrying Vehicle Insurance. Our aim is to provide you with peace of mind when it comes to looking after your van insurance needs and to make your insurance cover clear and easy to understand.

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

Your policy

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

If you fail to provide accurate and complete information this policy may not protect you in the event of a claim and we may cancel or void the policy. Please read the Providing accurate and complete information condition on page 13.

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 pages 18 and 19. Headings have been used for your guidance and do not form part of the policy wording.

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

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

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

All sections of cover should be read in conjunction with the General conditions and exclusions which apply to the whole of this policy. These can be found on pages 8 to 17.

Important

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

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.
Important telephone numbers

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

<table>
<thead>
<tr>
<th>If you need to report a claim</th>
<th>0345 900 4185*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance is available 24 hours a day, 365 day a year</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Window and Windscreen Breakage</th>
<th>0800 269 661*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A quick and efficient repair/replacement is available 24 hours a day, 365 days a year. See Section 12</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AXA UK Assistance Referral Service</th>
<th>0800 269 661*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our 24 hour emergency helpline service provides help when you need it. See Section 12</td>
<td></td>
</tr>
</tbody>
</table>

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

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

*Calls to 0800 numbers are free from a BT landline. You should check with your own phone operator in case different call charges apply, and calls from a mobile phone can be substantially higher.
Quick and handy tips

If you have had an accident

Follow these steps if your vehicle is involved in an accident

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

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

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

Report the accident to us as soon as you can on the telephone number highlighted on page 5, 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 5. 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.
Quick and handy tips continued

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 8.

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.

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 12.
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.

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.

2. You may cancel your policy at any time. If you cancel this way, provided no claim has been notified, paid or is outstanding in the current period of insurance we will refund part of the premium paid, proportionate to the unexpired period of insurance following cancellation minus an administration fee 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 reserve the right to cancel your policy in the following circumstances:

   a. You do not comply with the General conditions applicable to all parts of your policy shown on pages 8-15.

   b. You make a change to your information which renders the risk no longer acceptable for us to cover. Please see the

Additional vehicles condition

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

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

Approved repairer condition

If you make a claim for loss or damage to your vehicle, we will use one of our approved repairers to repair it. If you choose not to use them, we may not pay more than our approved repairer would have charged and we may choose to settle the claim by a cash payment.
Changes to your circumstances condition shown on pages 9-10 for further information.

C
You act in a fraudulent manner. Please see the Fraud condition shown on page 11-12 for further information.

d If you fail to pay your premium. Please refer to point 4 below.

If we cancel your policy we shall provide you with 14 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your policy and any premium refund will be calculated on a pro rata basis subject to no claim having being been reported on the policy.

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 licence endorsements, fixed penalties and pending prosecutions.
Changing your vehicle

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

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

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

Claims notification condition

You or your legal representative must

1. as soon as possible after an accident, provide us with full details of the circumstances (by telephone if possible, using the telephone number on page 5)

2. immediately

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

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

1. If the damage to your vehicle is insured by your policy then to allow us to authorise repairs as quickly as possible you should
   a. take your vehicle to an approved repairer (we will advise you of their details when you contact us), or
   b. if your vehicle is not able to be driven allow us to arrange for it to be moved to the premises of an approved repairer.
2. You, or anyone else who is claiming under your policy, must not make any admission, offer, payment, rejection or promise without our written permission.
3. If we wish, we can take over and manage in your name, or the name of the person claiming, the defence, prosecution or settlement of any claim for our own benefit.
4. We have full discretion over managing proceedings and settling claims.
5. You, or anyone else who is claiming under your policy, must provide us with any assistance to enable us to settle or defend a claim, and details of any other relevant insurances.
6. We must be able to inspect your vehicle after you have made a claim.

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

Courtesy vehicle condition

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

Failure to maintain the Motor Insurance Database condition

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

Fraud condition

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

If you or anyone acting for you:
1. knowingly makes a fraudulent or exaggerated claim under your policy;
2. knowingly makes 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 your policy void, treating it as if it had never existed without any refund of premium; and
General conditions applicable to all parts of your policy continued

c 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 (DVLAI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including
1 Electronic Licensing;
2 Continuous Insurance Enforcement;
3 Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
4 The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

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

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

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

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

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

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.

Payment of premium condition
If you choose to pay by instalments on the AXA Budget Plan you will enter into a credit agreement with AXA Insurance. Further details regarding how we will administer this plan will be made available to you if you select this payment option.
If you make any change to your policy that affects your premium, you will receive written notice of the changes we intend to make to your payments prior to any payment being taken. Any related administration fees that may arise from these changes will be added to the premium due.

If you fail to make your monthly payment(s) in full by the due date, we will seek to recover all monies and may

1. charge an administration fee for instalments rejected by your bank
2. terminate your instalment agreement with immediate effect
3. cancel your policy
4. apply our administration fee which will be shown in your instalment documentation
5. refer details of your policy to our debt collection agencies that will seek to recover all monies on our behalf and may record the outstanding debt.

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

Policy administration fees condition

We may charge you an administration fee if we

1. make any changes to your policy on your behalf
2. agree to cancel your policy, or
3. 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

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,
General conditions applicable to all parts of your policy continued

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 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 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 be paid or payable;

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.
General conditions applicable to all parts of your policy continued

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 us 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.

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
1 used for any purpose that the certificate of insurance does not allow
General exclusions applicable to all parts of your policy continued

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

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

4 driven with your permission by someone who you know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one

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

War risk exclusion

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

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

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

Approved repairer, Windscreen replacement provider
A repairer from our approved network, who can be contacted using the phone number on page 5.

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
1 the Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 or subsequent legislation, or
2 the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996 or subsequent legislation, or
3 the Carriage of Explosives by Road Regulations 1996 or subsequent legislation, or
4 the list of substances that are hazardous to health published by the Health and Safety Executive or its successor

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

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

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

18 Defined terms are highlighted in bold blue see pages 18 and 19 for their meanings
Meanings of defined terms continued

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, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

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

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

We, us, our
AXA Insurance UK plc.
A different meaning applies in Section 12.

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

Your vehicle
The vehicle described on your certificate of insurance or temporary cover note and policy schedule.
Guide to your policy cover

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

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 8–17.
Section 1 – Legal liability to third parties

Contents of this section
- What is covered 21
- Corporate manslaughter and corporate homicide – legal defence costs 21
- Costs and expenses 22
- Hazardous goods 22
- Terrorism 23
- Vehicles which are covered 23
- Who is covered by this section 23
- What is not covered 23

✔ 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
Section 1 – Legal liability to third parties

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

Costs and expenses

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

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

2 for the defence in any Court of Summary Jurisdiction

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

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

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

Hazardous goods

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

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

2 our liability will be limited to £250,000 whilst hazardous goods are being transported in respect of any one claim or series of claims arising out of one event involving your vehicle or whilst loading or unloading it. Unless we have to exceed this limit to meet the requirements of the Road Traffic Acts.
Section 1 – Legal liability to third parties

**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
Section 1 – Legal liability to third parties continued

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

8 for death, injury or damage caused by or connected with property on which you have carried out any process of manufacture, construction, alteration, repair or treatment directly or indirectly caused in connection with using your vehicle

9 for death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to your vehicle, except so far as is necessary to satisfy the Road Traffic Acts

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

11 for death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.
Section 2 – Loss of or damage to your vehicle

Contents of this section
- What is covered 25
- Audio visual communication and guidance equipment 25
- Replacement of locks due to the loss or theft of keys 26
- Recovery and redelivery 26
- Replacement vehicles 26
- Your contribution 26
- What is not covered 27

✔ 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 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.

<table>
<thead>
<tr>
<th>Age of driver</th>
<th>Amount you pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 21 years old</td>
<td>£300</td>
</tr>
<tr>
<td>21 -24 years old</td>
<td>£150</td>
</tr>
<tr>
<td>At least 25 years old with a licence to drive the vehicle which is 1 a provisional licence, or 2 a full UK or EU licence, but held for less than one year</td>
<td>£150</td>
</tr>
</tbody>
</table>

**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

Contents of this section
What is covered  28
What is not covered  28

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) 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.
Section 10 – Territorial limits and European travel continued

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:

<table>
<thead>
<tr>
<th>Claim free years you have earned</th>
<th>Claim free years reduced to</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>NIL</td>
</tr>
<tr>
<td>2 years</td>
<td>NIL</td>
</tr>
<tr>
<td>3 years</td>
<td>1 year</td>
</tr>
<tr>
<td>4 years</td>
<td>2 years</td>
</tr>
<tr>
<td>5 or more years</td>
<td>3 years</td>
</tr>
</tbody>
</table>

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 windscreen in **your vehicle**.

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

Defined terms are **highlighted in bold blue**  see pages 18 and 19 for their meanings
Section 11 – 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:

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<tr>
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</tr>
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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 blue print on page 18. 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 windscreen 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 windscreen 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 is was designed as stated in the manufacturer’s specifications or in any event is carrying more than five people

   b is being driven on unsuitable terrain

3 any expenses you would normally have incurred during the journey

4 any accident brought about by an avoidable, wilful and deliberate act committed by you

5 you if your vehicle exceeds 3.5 tonnes gross vehicle weight.

Section condition

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

AXA 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 5.

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 notice

This notice contains important information about the use of your personal information. Please make sure that you read this notice carefully.

In this notice, we and us and our means AXA Insurance UK plc (part of the AXA Group of companies). Personal information means any information given to us about you, by you or anyone else in connection with the particular service or product that we are providing to you.

By taking out AXA Goods Carrying Vehicle Insurance, you confirm that we may use your personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else insured under your policy, you should also show this notice to anyone else whose personal information you give to us and ensure that you have their consent to provide their personal data, including sensitive personal data, where necessary, in connection with your policy.

Your privacy is very important to us. We promise to respect and protect your personal information and to try to make sure that your details are accurate and kept up to date. You should let us know whenever your personal details change.

How we use your personal information

In order to supply your quote, and then to administer your policy, we will hold and use information including sensitive personal data and claims information you provide. We may send it in confidence for secure processing to other companies in the AXA Group (or companies acting on our instructions) including those located outside the European Economic Area.

To assess your insurance application and the terms on which cover may be offered we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

We may use your personal information and the information about your use of our products and services to carry out research and analysis about our products and services, as well as to service your needs in connection with your policy. We may use e-mail, telephone, post or other means to do this.

Marketing purposes

If you would like to change your marketing preference please call the Customer Services Line shown on your schedule. You may contact us at anytime to give notice to stop data being used for marketing purposes.

We may release your personal information to others

1 if we need to do this to manage your policy with us (as set out above)
2 in connection with any research or analysis that we are carrying out (as mentioned above)
3 where we need to do so in order to prevent fraud (as mentioned on next page)
Data protection notice continued

4 if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority)

5 in other circumstances where you have given your permission.

If we change the way that we use your personal information, we will write to you to let you know. If you do not agree to that change in use, you must let us know as soon as possible.

Monitoring and recording calls
We may monitor or record telephone calls to improve our service and to detect and prevent fraud.

Sharing information to prevent fraud
We may share information which we hold and which has been supplied to us in connection with any application for insurance that you have made or any insurance policy which you have with us (including the renewal of any policy which you have with us) with the Claims and Underwriting Exchange register, run by the Insurance Database Services Limited (IDS Ltd) and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help us check information that is given to us and to prevent fraudulent claims. When we process your request for insurance cover, we may search these registers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft), whether or not you think it is likely to give rise to a claim.

When you tell us about an incident, we will pass information relating to that incident to these registers.

Sensitive information
Some of the personal information that we ask you to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to your health, race and any criminal convictions that you have. We will only use sensitive personal data about you for the specific purposes of dealing with your policy and to provide the services described in your policy documents.

Further information
You are entitled to receive a copy of the information we hold about you. If you would like a copy of your information, please write to:

Data Protection Officer
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Please give your name, address and (if you have one) your policy number. You may be charged a small administration fee. Details will be provided at the date of request.
Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer. If our service does not meet your expectations we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. If your complaint relates to a claim on your policy, please contact the department dealing with your claim. 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
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

42 Defined terms are highlighted in bold blue ▶ see pages 18 and 19 for their meanings
Our promise to you

We will

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

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

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

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
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.

**010 Drivers under age 21 excluded**

The insurance provided by this *policy* will not apply when your vehicle is being driven by, or is in the charge of anyone under 21 years old.

**017 Isle of Man Law**

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

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

045 Food poisoning excluded
We will not provide cover under Section 1 of your policy for death, injury or illness of anyone connected with:
1 poisoning of any kind from food or drink;
2 anything harmful in the condition of any goods supplied or to the defective condition of the goods container.

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

052 No claims discount protection
For an extra premium we will protect 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.
This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk