



# Mini Fleet

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# Welcome to AXA

## Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place. If **you** have any questions or need anything explained or believe this contract does not meet **your** needs, please contact **us** or **your** insurance broker.

## Your policy

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

**Your policy** describes the insurance cover for which **we** have accepted **your** premium.

**Your policy** is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new **schedule** will be issued for each **period of insurance** showing any changes to **your** cover.

The policy wording, **your schedule** and any **endorsements** must be read together. **Your schedule** states which sections are covered for each **vehicle** insured. If a section is not shown as “covered” it will not apply. Cover options can be found on page 13.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance and do not form part of the contract.

To help **you** understand the cover provided **we** have added **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 with **What is not covered**, the **Policy exclusions**, the **Policy conditions** and the **Section conditions** at all times.

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

# Important phone numbers



## Commercial Motor claims service

0800 269 661\*

Our 24 hour helpline will immediately take action to help **you**, if **you** need to make a **claim** or if **you** think **you** do. Please quote **your** policy number when **you** call.



## Glass replacement service

0800 269 661\*

If **you** have Comprehensive cover **our** glass repair/replacement helpline will arrange quick and efficient service every day.



## UK Breakdown referral service\*\*

0800 269 661\*

This 24 hour emergency service provides assistance when **you** most need it.



## Motor legal assistance\*\*\*

0344 873 0255\*

Our 24 hour helpline will assist **you** with motor related legal advice. Please quote reference **34035** when **you** call.

- \* Calls charges to 0344 may vary depending on **your** service provider and calls to a 0800 number are free from a BT landline. **You** should check with **your** own phone operator in case different call charges apply, and calls from a mobile phone can be substantially higher.
- \*\* Inter Partner Assistance S.A is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.  
Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.  
Inter Partner Assistance S.A. is part of the AXA Group.
- \*\*\* Cover under this section is provided by Lawclub Legal Protection which is a trading name of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.  
Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

## Making a claim

If **you** need to make a **claim** please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions provided on page 8 under the **Claims notification condition** and **Claims procedures condition** under **Policy conditions**.

Please contact **us** or **your** insurance broker so **we** may deal with **your claim** quickly and fairly.

## Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please read the **Making a complaint section**.

## 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](http://www.axa.co.uk/privacy-policy).

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

# Meanings of defined terms

These meanings apply throughout **your policy**. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural.

There are additional defined terms within **Section 13 - Geographical limits and European Travel**, **Section 14 - Vehicle breakdown referral service** and **Section 15 - Uninsured loss recovery**.

## Accessories

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

In addition, this includes **your** detachable electric vehicle charging cables, adapters and connectors owned by **you** for use with **your vehicle**.

## Approved repairer

A network of approved repairers who can be contacted through the Commercial Motor claims service helpline as detailed on page 4.

## Automated (assisted) vehicle

A vehicle which has technology available to assist the driver, via advanced driver assistance systems, so that elements of the driving task can be transferred to the **vehicle computer system**.

## Automated driving system

The **vehicle computer system** or part or feature or group of features thereof, which enables the driver or person in the driving seat to legally divert their attention, while the system is engaged.

## Autonomous vehicle

A vehicle designed or adapted to be capable, at least in some circumstances or situations, of operating in a mode in which it is not being controlled, and does not need to be monitored, by an individual.

## Certificate of insurance

The certificate of motor insurance is legal evidence of **your** motor insurance.

## Claim(s) or accident(s)

An event which is insured under **your policy**.

## Contract hire/leasing agreement/leased

For the purpose of this **policy** includes a hire purchase contract (including a PCP), whereby **you** own or have an opportunity to purchase the **vehicle** at a point in the future and have an obligation to insure and register the **vehicle** in **your** name.

## Data

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of such information on a **vehicle computer system**, which includes but is not limited to operating systems, records, programs, **software** or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

## Declaration period

The intervals of time at which **you** must tell us of changes to the schedule of **your vehicles** that **you** want us to insure.

## Dynamic control assistance system

Integrated in-vehicle technology to assist, complement or automate the function of the vehicle as an **automated (assisted) vehicle**, including, but not limited to, but which still require the driver to remain in control of the vehicle, or which require driver support.

## Endorsement(s)

A wording which changes the cover provided in this policy wording. Any endorsements that apply to **your policy** will be shown on **your schedule**.

## Excess

The amount **you** must pay towards the cost of repairs to **your vehicle** for each and every claim.

If more than one of **your vehicles** is involved in the same **accident** or loss, any excess which is applicable will be applied to each **vehicle** as though separately insured.

## Meanings of defined terms *continued*

### Green card

An international insurance document which is recognised as proof that **you** have the minimum insurance cover by law to drive in countries which are not members of the European Union.

### Hazardous goods

Goods covered by the following regulations

- 1 The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- 2 The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010
- 3 The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

Or any update or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

### Liability, liable

A legal responsibility to compensate others.

### Market value

The cost of replacing **your vehicle** with another of the same make and model and of a similar age and condition at the time of the **accident** or loss.

### 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 effects

The personal property within **your vehicle** but not fitted permanently including communication equipment, portable audio equipment, multi-media equipment, satellite navigation and personal computers.

### Policy

The policy wording, **your** most recent **schedule** including any **endorsement(s)** and **your certificate of insurance**.

### Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with **your** business.

### Renewal

Extending the first **period of insurance**.

### Schedule

The schedule defines the insurance **you** have under **your policy** and shows details of **your vehicles**, the premium, policy cover and details of any **endorsement(s)** which may apply.

### Software

Any programs, **data**, user interface or set of instructions intended to interact with and permit user interaction with the **vehicle computer system** in order to enable or execute specific tasks, including those related to driving the **vehicle**.

### Terrorism

An act including but not limited to the use of violence and/or 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.

### Vehicle

Any vehicle described by registration or serial number for a class of vehicle and subject to vehicle excise duty when required by law.

Each vehicle type will have unique cover, use, driving, **endorsement(s)** and **certificate of insurance** arrangements which will be shown in **your schedule**.

### Vehicle computer system

Any computer, hardware, firmware, software, communications system, electronic devices, components, applications, programming interfaces, codes, scripts, forming part of **your**

## Meanings of defined terms *continued*

**vehicle**, (including, but not limited to, smart phones, laptop, tablet, and wearable devices), affecting the running and operation of **your vehicle**. This also includes any **data** storage device, networking equipment or backup facility, engine management system, security system, **dynamic control assistance system**, automated driving system, sensors and wireless or remote **software** updating functionality.

### Vehicle types

Private Car – A passenger carrying **vehicle** with not more than 8 seats excluding the driver.

Agricultural – A **vehicle** used solely for agricultural or forestry purposes.

Coach – A passenger carrying **vehicle** with more than 17 seats including the driver.

GCV (goods carrying vehicle) – A **vehicle** which is manufactured and used for the carriage of goods.

Minibus – A passenger carrying **vehicle** with more than eight seats excluding the driver but not more than 17 seats including the driver.

Trailer – A trailer which is constructed to be towed by a motor **vehicle**. Any plant or machinery permanently attached to the trailer shall be considered part of the trailer.

Special Type – A **vehicle** constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

Motor Cycle – A two or three wheeled mechanically propelled **vehicle** with or without a sidecar or trailer attached.

### We, us, our

AXA Insurance UK plc.

This definition does not apply to **Section 14 - Vehicle breakdown and accident recovery and AXA Insurance European assistance or Section 15 - Uninsured loss recovery**.

### Windscreen replacement provider

A provider who has been contacted through **our** Glass replacement service helpline as detailed on page 4.

### You, your

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

This definition does not apply to **Section 14 - Vehicle breakdown and accident recovery and AXA Insurance European assistance or Section 15 - Uninsured loss recovery**.

### Your vehicles

Any **vehicle type** shown in **your schedule** or any other **vehicle type** details of which have been supplied to **us** in accordance with **your declaration period** and for which a **certificate of insurance** is in effect.

# Policy conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 cancel **your policy**
- 2 declare **your policy void** (treating **your policy** as if it had never existed)
- 3 change the terms of **your policy**
- 4 refuse to deal with all or part of any **claim** or reduce the amount of any **claim** payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

## Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed.

Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take legal action against **us** over this disagreement.

## Cancellation condition

- 1 **you** may cancel **your policy** at any time during the **period of insurance** by contacting **us** or **your** insurance broker
- 2 **we** can cancel **your policy** for any reason by providing 7 days' notice in writing to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will return part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

Additionally, **we** can cancel **your policy** immediately by providing written notice to **your** last known address if **you** fail to make payment

- i directly to **us**, or
- ii to **us**, **your** insurance broker, credit broker or finance provider where **you** are paying by instalments.

**You** will not be entitled to any return of premium where this happens.

If **your policy** is cancelled and a **claim** has been notified, paid or there has been any incident likely to lead to a **claim** during the current **period of insurance**, the annual premium remains due in full.

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

**We** also have the right to cancel **your policy** in other circumstances as stated in the **Fraud condition** or elsewhere within the **Policy conditions**.

**We** do not have to offer renewal of **your policy**. If **we** do not offer renewal terms, cover will cease on the expiry date of **your policy**.

## Care of your vehicle condition

**You** must take all reasonable steps to prevent the occurrence of loss, damage or **liability**.

**You** must maintain the insured **vehicle** in an efficient and roadworthy condition and **we** must be able to inspect it at any time.

**You** must maintain and update any **dynamic control assistance system** or **automated driving system** when requested, notified or published by the manufacturer. If **you** suspect or are advised of any defect in the operation of any **dynamic control assistance system** or **automated driving system** on an insured **vehicle** **you** must arrange for the defect to be rectified by the manufacturer or for the **dynamic control assistance system** or **automated driving system** to be replaced.

**You** must ensure the **dynamic control assistance system** or **automated driving system** within **your** windscreen is recalibrated by a qualified technician following a windscreen replacement or repair.

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

## 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 the **vehicle**.

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

### Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to **your** business
- 2 in the person, firm, company or organisation shown in **your schedule** as The insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

**Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary your **policy**. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

### Claims notification condition

If bodily injury, loss, theft or damage happens to **you**, **your vehicle** or anyone else **you** must immediately

- 1 call the Commercial Motor claims telephone helpline on **0800 269 661** (please quote **your** policy number when **you** call)
- 2 provide **us** with full details of any other party involved in the incident
- 3 send **us** any letters and documents **you** receive in connection with the incident before **you** reply to them
- 4 tell **us** in writing if **you** know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident.

If **we** ask **you** must send **us** written details of **your claim** within 31 days.

Anyone making a **claim** under this **policy** must give **us** any information and help **we** need.

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

### Claims procedures condition

**We** will

- 1 take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **approved repairer** and inform **you** of any further action **you** may need to take
- 2 provide an alternative courtesy **vehicle** for the period that **your vehicle** is being repaired by an **approved repairer** if **your vehicle** is a private car or goods carrying vehicle (up to 3.5 tonnes gross vehicle weight). This is subject to the cover being Comprehensive or Third Party Fire and Theft (following a fire or theft **claim**). However, **we** cannot guarantee a direct like-for-like replacement **vehicle** or **vehicle type** will be available.

**You** and anyone covered by this **policy** must

- a do whatever **you** can to protect the insured **vehicle** and its **accessories**
- b take all reasonable steps to recover missing property and to prevent a further incident.

**You** and anyone covered by this **policy** must not admit anything, or make any offer or promise about a **claim**, unless **you** have **our** written permission to do so.

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

### Declaration basis condition

**Your schedule** will tell **you** when **you** have to tell **us** of changes, additions or deletions of **your vehicles**.

If **we** have issued any **certificates of insurance** bearing the individual registration number of **your vehicles**, **you** must tell **us** immediately if any of the **vehicles** are changed or deleted.

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

Please refer to the **Motor Insurance Database condition** shown on page 11.

## Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each **renewal**. If **you** do not comply with this condition then

- 1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating **your policy** as if it had not existed and that **we** will not return **your** premium, or
- 2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or
- 3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk 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** made a fair presentation 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** made a fair presentation.
- 4 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 **your 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.

## Fraud condition

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

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

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

**we** may take one or more of the following actions

- a refuse to pay the **claim**
- b recover any sums **we** have already paid to **you** in relation to the **claim**
- c cancel **your policy** from the date of the fraudulent act without any refund of premiums
- d make **your** policy void and keep the premium
- e share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website [www.theifr.org.uk](http://www.theifr.org.uk).

## Instalments condition

If **you** fail to pay a premium instalment to **us**, **your** insurance broker, credit broker or finance provider, this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

## Policy conditions *continued*

If a **claim** has been made or there has been any incident likely to lead to a **claim** during the current **period of insurance** the annual premium remains due in full whether this is payable directly to **us**, **your** insurance broker, credit broker or finance provider.

### Law applicable to this policy condition

**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**.

### 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 (DVLANI), 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](http://www.askmid.com)

**You** should show this condition to anyone insured to drive the **vehicles** covered under this **policy**.

### Other insurances condition

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

### Payments for car sharing arrangements condition

**You** may accept payments from passengers as a part of a car sharing arrangement or other similar purposes. Accepting these payments will not affect **your insurance** cover if

- 1 the **vehicle** cannot carry more than eight people (including the driver)
- 2 **you** are not carrying the passengers in the course of a business of carrying passengers
- 3 the total payments **you** receive for the journey does not provide a profit.

This condition applies to private cars only.

### 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.

### Subrogation condition

**We** have the right to take over and deal with the defence or settlement of any **claim** in the name of the person making a **claim** under **your policy**. **We** may also pursue any **claim** to recover any amount due from any other party in the name of anyone claiming cover under **your policy**.

# General policy exclusions

These are the policy exclusions and apply to all sections of **your policy**.

## Pollution and contamination exclusion

**We** will not cover **you** for death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable and unforeseen incident which occurs in its entirety at a specific time and place within the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident took place.

This exclusion shall not apply when it is necessary to meet the requirements of the Road Traffic Act.

## 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 and civil commotion exclusion

This exclusion does not apply to Section 1 - Legal liability to others.

**We** will not cover **you** for any **accident**, injury, loss or damage caused by riot or civil commotion if it occurs outside England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

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

## Tool of trade exclusion

**We** will not cover **you** whilst **your vehicle** is being used or operated as a tool of trade except where **we** must meet the requirements of the Road Traffic Acts unless otherwise stated on **your schedule**.

## Vehicle use exclusion

**We** will not cover **you** when **your vehicle**

- 1 is being used for any purposes that are not specified in **your certificate of insurance**
- 2 is being driven by or in the charge of any person who is not covered by **your certificate of insurance**
- 3 is being driven by **you** if **you** do not hold a licence to drive the **vehicle** or **you** are disqualified from having such a licence
- 4 is being driven with **your** permission by someone who **you** know does not hold a licence to drive the **vehicle** unless that person has held a licence and is not disqualified from getting one
- 5 is being used in any rally or competition or motor trial or on any race track or derestricted toll road for the purposes of racing or time trials whether or not as part of an organised competitive event.

Exclusions **1** and **2** will not apply if the **claim** arises because the **vehicle** was stolen or taken without **your** permission.

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

## War risks exclusion

This **policy** does not provide cover for any loss or damage which results from war, invasion, acts of foreign enemies, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However this **policy** covers **you** so far as is necessary to meet with any law on Compulsory insurance.

# Cover options

The cover provided under **your policy** is shown on **your schedule** for each **vehicle** insured. The sections that apply to each type of cover are as follows

Section Number	Section	Cover		
		Comprehensive	Third Party, Fire and Theft	Third Party only
1	Legal liability to others	Y	Y	Y
2	Loss of or damage to your vehicle	Y	Only in respect of loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft	N
3	Indemnity to principals	Y	Y	Y
4	Unauthorised movement	Y	Y	Y
5	Contingent liability	Y	Y	Y
6	Cross liabilities	Y	Y	Y
7	Trailers and mechanically disabled vehicles	Y	Y	Y
8	Personal accident	Y	N	N
9	Medical expenses	Y	N	N
10	Personal effects	Y	N	N
11	Service or repair	Y	Y	Y
12	Right of recovery	Y	Y	Y
13	Geographical limits and European travel	Y	Y	Y
14	Vehicle breakdown and accident recovery	Y	Y	Y
15	Uninsured loss recovery	Y	Y	Y

Subject to the provisions of any **endorsement(s)** shown on **your schedule**.

# Section 1 - Legal liability to others

## Contents of this section

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## ✓ What is covered

We will cover **you** against **your liability** resulting from any one **accident** involving **your vehicle** (including the use of **your vehicle** while charging) for

- 1 death of or bodily injury to anyone
- 2 damage to property

of which **we** will pay no more than

- a £20,000,000 (excluding the costs and expenses from claimants and any remaining expenses and costs) for any one **claim** or number of **claims** arising out of one event if **your vehicle** is registered as a private car.
- b £10,000,000 (excluding the costs and expenses from claimants and any remaining expenses and costs) for any one **claim** or number of **claims** arising out of one event for any other **vehicle** shown in **your schedule**.
- c £2,000,000 (excluding the costs and expenses from claimants and any remaining expenses and costs) for any one **claim** or number of **claims** arising out of one event for any insured **vehicle** carrying **hazardous goods**.
- d £5,000,000 for the costs and expenses from claimants and any remaining expenses and costs for any one **claim** or number of **claims** arising out of one event for any **vehicle** shown in **your schedule**.

## Terrorism

In respect of **Terrorism** where **you** 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** consequent on one originating cause, or
- 2 such greater sum as may in the circumstances be required by the Road Traffic Acts.

## Section 1 – Legal liability to others *continued*

### Vehicles which are insured

**Your vehicles** as shown on **your schedule**.

### Who is insured under this section

If **you** ask **us** to, **we** will give the following people the same level of cover as **we** give **you**

- 1 Anyone allowed by the **certificate of insurance** to drive **your vehicle**
- 2 Anyone other than the driver, who is in, getting into, or out of **your vehicle**.

If anyone insured under this section dies, **we** will continue to provide insurance for the estate of that person for any **liabilities** incurred that are covered by **your policy**.

### Costs and expenses cover

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 Coroners' Inquest or Fatal Accident Inquiry
- 2 for the defence in any Court of Summary Jurisdiction
- 3 (if **you** ask **us**) the cost of legal services to defend a charge of causing death by careless or dangerous driving, and
- 4 any other costs and expenses which **we** agree to in writing.

### Emergency treatment cover

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

### Manslaughter legal defence costs

Providing **we** have given **you our** prior written consent, **we** will cover **you** for

- 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**

- i for more than £5,000,000 in total in respect of any one action or series of actions arising out of any one insured event and in total for all **claims** during any one **period of insurance**
- ii unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with **your** business
- iii unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by 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
- iv in respect of proceedings which result from any deliberate act or omission by **you**
- v where cover is provided by another insurance policy
- vi for fines or penalties or the cost of implementing any remedial order or publicity order
- vii for any appeal against any fine, penalty, remedial order or publicity order
- viii for costs incurred as a result of the failure to comply with any remedial order or publicity order
- ix for costs and expense insured by any other policy
- x 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**.

**X What is not covered**

We will not provide cover under this section

- 1 to anyone who does not keep to the terms of this **policy**.
- 2 if the person claiming knows that the driver at the time of the **accident** has never held a licence to drive the **vehicle**, or is disqualified from having such a licence, unless a licence to drive is not required by law.
- 3 for death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.
- 4 for loss of or damage to property owned by or in the care of the person claiming, or being carried in or on **your vehicle**.
- 5 for loss of or damage to **your vehicle**.
- 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 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.
- 8 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.
- 9 for loss or damage caused by vibration or by the weight of the insured **vehicle** and its load if the insured **vehicle** exceeds the maximum gross **vehicle**, plated or train weight permitted by the relevant law.
- 10 for any loss, damage, injury, consequential loss or legal liability directly or indirectly caused by, contributed to, by, or arising from, **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism** except where such liability is required to be covered by the Road Traffic Acts.
- 11 for any liability arising out of, caused by, contributed to, resulting from or in connection with **your vehicle** where it is an **autonomous vehicle** and at the time of an accident the **automated driving system** is engaged and **you**:
  - a have made, or have permitted alterations to any **software** which relates to the functioning of the **vehicle** as an **autonomous vehicle**, except those made available by and/or approved by the **vehicle** manufacturer
  - b have failed to install or to permit the installation of any **software** updates relating to the functioning of the **vehicle** as an **autonomous vehicle** which **you** or a driver permitted by **you** ought reasonably to have known that failure to install such **software** could compromise the safety of the **vehicle**
  - c ought reasonably to know or to reasonably assess that it was not appropriate to do so.
- 12 for any death, injury or damage caused by or arising while **your vehicle** is being used in the parts of any airport or aerodrome to which aircraft have access.

# Section 2 - Loss of or damage to your vehicle

## Contents of this section

What is covered	17
What is not covered	19
What you must pay in the event of a claim insured under this section	19

**Your schedule** will show if this section is covered for each **vehicle** insured.

## ✓ What is covered

### Damage to your vehicle

If **your vehicle** is lost or damaged **we** may at **our** option repair, reinstate or replace the insured **vehicle** or pay in cash the amount of loss or damage. The most **we** will pay is the **market value** of **your vehicle** and its attached **accessories** and spare parts at the time of the loss or damage.

The maximum amount **we** will pay under this section is £1,000,000 for any one **claim** or number of **claims** arising out of one event.

### Windscreen and window replacement

**We** will pay for the repair or replacement of glass in windows or windscreens in **your vehicle** and scratching of the bodywork caused by the glass breaking.

**You** must pay the windscreen **excess** amount shown on **your schedule** towards every **claim** for replacement windows or windscreens. This **excess** does not apply when the window or windscreen is repaired rather than replaced.

**We** will not pay more than £150 towards each **claim** unless the repair or replacement is carried out by a windscreen replacement provider authorised by **us**.

### Audio visual communication and guidance equipment

There is no limit applicable under **your policy** for any type of audio visual communication and guidance equipment that formed an integral part of **your vehicle** at original manufacture.

**We** will only pay up to £1,000 after deducting the **excess** shown on **your schedule** for any one **claim** for loss of or damage to permanently fitted audio visual communication and guidance equipment that was not fitted as a standard accessory to **your vehicle** at the time of the **vehicle** manufacture.

### Replacement locks and keys

If **your vehicle** key transmitters or security immobilisation key transmitters are lost or stolen **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.

Provided that **you** have reason to believe that the person who finds or has stolen such items would be able to identify the whereabouts of **your vehicle**.

This cover is not subject to an **excess**.

### Replacement vehicle

If **you** and anyone else **we** know who has a financial interest in the **vehicle** agrees, **we** will replace **your vehicle** with a new one of the same make and model subject to availability provided that

- 1 **your vehicle** is a private car in the first year of registration from manufacture, or
- 2 **your vehicle** is a commercial vehicle with a gross vehicle weight of 3.5 tonnes or less and is in the first six months from manufacture and was purchased and registered by **you** (from new or within the first year of registration from manufacture if subject to a **contract hire** or **leasing agreement**) and is
  - a lost by theft, or
  - b damaged and the cost of repairs exceed 60% of the manufacturers list price (including VAT) at the time of the **claim**.

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

### Recovery and redelivery

If **your vehicle** is disabled as the result of loss or damage insured under this section **we** will pay the costs of

- 1 protection and removal to the nearest repairers

- 2 returning **your vehicle** to **you** after repair to any address **you** wish, provided the cost is no more than it would be if **we** delivered it to **your** address shown in **your schedule**.

### Electric vehicles

If **your vehicle** is lost or damaged and uses a battery or batteries for electric or hybrid power **we** may be required to make **our** payment to the owner of the battery or batteries if the battery is leased or hired.

In addition, **we** will pay for the loss of or damage to

- 1 **your** detachable electric vehicle charging cables, adapters and connectors
- 2 **your** electric vehicle charger
- 3 the electric vehicle home charger the property of **your** employee at **your** request
- 4 the battery of an electric vehicle, including as a result of a power surge whilst charging, irrespective of any loss or damage to **your vehicle** itself.

**You** will not be responsible for the **excess** shown on **your schedule** for each and every **claim** under **1, 2** and **3** above.

### Personalised registration plates

If **you** have a personalised registration plate, **you** have 30 days from the date **we** confirm **your vehicle** a total loss to transfer **your** personalised registration plate. **You** need to contact the DVLA to either transfer it onto a replacement **vehicle** or obtain a retention certificate. If **you** do not tell **us** that **you** wish to keep the personalised registration plate, **we** will dispose of it with the **vehicle**.

### Car seat cover

**We** will pay up to £250 for the replacement of any child seat fitted in **your vehicle** as a result of loss of or damage to **your vehicle** following an event.

This cover is not subject to an **excess**.

### **x** What is not covered

We will not pay for

- 1 any depreciation in the **market value** of **your vehicle** following its repair, as a result of a **claim** under this section
- 2 loss of use of **your vehicle**
- 3 depreciation
- 4 wear and tear
- 5 mechanical, electrical, electronic or computer failures, breakdowns or breakages
- 6 damage to tyres caused by braking, punctures, cuts or bursts
- 7 losing **your vehicle** through deception by someone pretending to be a buyer or that person's agent
- 8 loss or damage caused during the seizure of **your vehicle** by the police or anyone empowered to act on behalf of a police authority
- 9 loss or damage caused to **your vehicle** whilst it is being held in the custody or control of any police authority or any other person acting in accordance with direct instructions of any police authority
- 10 loss of or damage to **your vehicle** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in or on **your vehicle**
- 11 loss of or damage to an electric vehicle charger
  - a at **your** employee's permanent domestic residential address unless **you** have provided that employee with an electric **vehicle**
  - b unless it has been installed, inspected or modified by an officially approved installer
  - c if it is not appropriate for **your vehicle** and is not used in accordance with the manufacturers' recommendations
  - d if any other insurance is in place elsewhere
- 12 loss or damage caused where the driver or user of the **vehicle** did not hold a licence to drive that **vehicle** unless they did hold a valid licence within the last 12 months and **you** were not aware that they no longer held that licence.

- 13 loss of **data**, including, but not limited to, personal data, private user information and personal credentials held on the **vehicle computer system**, or any subsequent and related loss from or damage caused by misuse of stolen data.

### What you must pay in the event of a claim insured under this section

#### Any loss or damage excess

**You** must pay the **excess** shown on **your schedule** unless stated otherwise.

#### Windscreen and window excess

**You** must pay the windscreen **excess** amount shown on **your schedule** towards every **claim** for replacement windows or windscreens. This **excess** does not apply if the window or windscreen is repaired rather than replaced.

#### Young and inexperienced driver excess

**You** must pay the additional **excess** if **your vehicle** is lost or damaged whilst being driven by or whilst in the custody or control of any person who features in the following categories

Under 21 years old	£300
21 to 24 years old	£200
At least 25 years old with a licence to drive the <b>vehicle</b> which is	
1 a provisional driving licence	£200
2 a full UK driving licence but held for less than one year	£200
3 a full EU driving licence but driver has been resident in the UK for less than one year	£200
4 any other driving licence issued outside of the United Kingdom.	£200

**You** do not have to pay these additional amounts if the loss or damage was caused whilst **your vehicle** was in the custody or control of a motor trader for repair or service.

# Section 3 – Indemnity to principals

## Contents of this section

What is covered	20
What is not covered	20

### ✓ What is covered

We will cover **you** in the terms of **Section 1 – Legal liability to others** in respect of **liability** for which **you** are responsible under an agreement with a **principal**.

### ✗ What is not covered

We will not cover **you**

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

# Section 4 – Unauthorised movement

## Contents of this section

What is covered	21
What is not covered	21

### ✓ What is covered

We will cover **you** in the terms of **Section 1 – Legal liability to others**

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

### ✗ What is not covered

We will not cover **you**

- 1 unless the person driving, or the person in charge of the vehicle as the driver, is employed by **you**.
- 2 when any person does not comply with the terms of this **policy** as far as they can apply.

# Section 5 – Contingent liability

## Contents of this section

What is covered	22
What is not covered	22

### ✓ What is covered

We will cover **you** in the terms of **Section 1 – Legal liability to others** when any vehicle, not **your** property and not provided by **you**, is being used in connection with **your** business by any person employed by **you**.

### ✗ What is not covered

We will not cover **you** if there is any other existing insurance covering the same **liability**.

# Section 6 – Cross liabilities

## Contents of this section

What is covered	22
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### ✓ What is covered

We will cover **you** in the terms of **Section 1 – Legal liability to others**, for each policyholder described in **your schedule** in respect of any **claim** made by any of them against each other, as if the other was not insured under this **policy**.

# Section 7 - Trailers and mechanically disabled vehicles

## Contents of this section

What is covered	23
What is not covered	23

### ✓ What is covered

#### Trailers

We will cover **your liability** under **Section 1 - Legal liability to others** for any trailer, including any trailer agricultural implement or machine owned by **you** or in **your** custody and control.

#### Mechanically disabled vehicles

We will cover **your liability** under **Section 1 - Legal liability to others** for a disabled mechanically-propelled vehicle attached to **your vehicle**.

### ✗ What is not covered

We will not provide cover

- 1 when a trailer is attached to any vehicle other than **your vehicle**
- 2 if **your vehicle** is towing a greater number of trailers in all than is allowed by law
- 3 if **your vehicle** is towing a disabled mechanically-propelled vehicle for hire or reward
- 4 for loss or damage to any disabled mechanically-propelled vehicle
- 5 for loss or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle
- 6 for death, injury or damage because of operating any unspecified mobile plant trailer as a tool of trade (other than a trailer used for agricultural and forestry purposes) except where it is necessary to meet the requirements of the Road Traffic Acts.

# Section 8 - Personal accident

## Contents of this section

What is covered	24
What is not covered	24

Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

If **your** driver is injured

- 1 in direct connection with **your vehicle** then **we** will pay £2,500 to **your** driver or to **your** driver's estate, if within 3 months of the **accident**, the injury is the sole cause of
  - a death
  - b total and permanent loss of all sight in one or both eyes, or
  - c total loss of one or more limbs by being cut off at, or above, the wrist or ankle.

### ✗ What is not covered

**We** will not pay

- 1 if suicide, attempted suicide, alcoholism or drug addiction is linked directly or indirectly to the injury or death
- 2 more than £2,500 arising out of any one **accident**.

# Section 9 - Medical expenses

## Contents of this section

What is covered	24
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Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

**We** will pay medical expenses for **you**, **your** driver or any person travelling in **your vehicle**, arising out of injury caused directly in connection with **your vehicle**.

The most **we** will pay is £250 for each person injured in respect of any one **claim**.

# Section 10 – Personal effects

## Contents of this section

What is covered	25
What is not covered	25

Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

We will pay up to a total of £250 for any one **claim** for loss of or damage to **personal effects** or belongings in or on **your vehicle**.

If **you** wish **we** will pay the owner of the lost or damaged property. A receipt from the owner will end **our liability**.

### ✗ What is not covered

We will not pay for

- 1 money, stamps, tickets, documents or securities
- 2 theft of property carried in an unlocked vehicle
- 3 theft of any property carried in an open-top or convertible **vehicle** unless in a locked boot or glove compartment
- 4 property insured under any other policy.

# Section 11 – Service or repair

## Contents of this section

What is covered	25
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### ✓ What is covered

When **your vehicle** is being serviced or repaired by a motor trader or agricultural engineer, **we** will continue to provide cover under this **policy** for **your** benefit. In these circumstances the driving and use limitations in **your certificate of insurance** will not apply.

# Section 12 - Right of recovery

## Contents of this section

What is covered 26

### ✓ What is covered

The law of any country where this **policy** is valid may mean **we** have to make payments which are not insured by this **policy**. Where this happens **you** remain **liable** for the payments as the owner, keeper, user or driver of the **vehicle** concerned.

**You** must pay **us** back the amounts **we** pay in these circumstances.

# Section 13 - Geographical limits and European travel

## Contents of this section

Geographical limits 26

Automatic minimum cover 26

European travel 27

### ✓ What is covered

#### Geographical limits

**We** will provide cover as set out in **your policy** whilst **you** are travelling in or between

- 1 Great Britain, Northern Ireland, the Isle of Man and the Channel Isles.
- 2 Any member country of the European Union.
- 3 Iceland, Norway, Switzerland, Monaco, Lichtenstein, San Marino.

**Your certificate of insurance** is sufficient evidence of minimum compulsory insurance requirements within the above Geographical limits.

#### Automatic minimum cover

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

### **European travel**

If **you** are travelling within Europe but outside the territories listed within the geographical limits **you** will have to request **us** to issue a **green card** to extend the geographical limits and the coverage of the **policy**. The provision of this cover will be at **our** discretion and may be subject to an additional premium.

### **Notice of intended travel**

Please give **us** at least 14 days' notice of **your** need for a **green card** to allow **us** to issue it.

# Section 14 - Vehicle breakdown and Accident Recovery and AXA Insurance European Assistance

## Contents of this section

Meaning of defined terms	28
What is covered	29
What is not covered	29
Section conditions	30

Cover under this section is provided by Inter Partner Assistance S.A./AXA Assistance (UK) Ltd.

Inter Partner Assistance S.A is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

Inter Partner Assistance S.A. is part of the AXA Group.

## Meanings of defined terms

These meanings apply to this section only. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** at the start of **your policy**. If a term is defined in the **Meanings of defined terms section** at the start of **your policy** and in the **Meanings of defined terms** under AXA Insurance European Assistance the meaning shown here will be used for AXA Insurance European Assistance.

## Home

The address in the United Kingdom of the insured or a single address in the United Kingdom of any authorised driver or member of **your party**.

## Journey

Planned between **your home** in the United Kingdom and **your destination** abroad and return.

## We, us, our

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

## You, your, yourself

The insured as shown in **your** schedule or any authorised driver or any member of the party accompanying the insured in **your vehicle** other than a hitchhiker or fare paying passenger.

## Your vehicle

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

### ✓ What is covered

#### Breakdown Referral Service

Following mechanical or electrical failure to **your vehicle** which immediately immobilises **your vehicle** anywhere in the United Kingdom, **we** will arrange at **your** request and **your** cost

**1** for the attendance of a vehicle recovery specialist to provide roadside repairs and/or for recovery of **your vehicle** and occupants to the nearest suitable garage or destination

or

**2** for **you** to complete **your** journey by arranging a replacement hire car or taxi or alternative overnight accommodation.

**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.

#### Important information about your breakdown referral service

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

#### Accident recovery

If **your vehicle** is immobilised following a motor accident anywhere in the United Kingdom,

**we** will arrange and pay for

- 1** the cost of transporting **your vehicle** and occupants
  - a** to **your home** or intended immediate destination in the United Kingdom at the time of the **accident**, or
  - b** to the nearest suitable repairer or to an **approved repairer** nominated by **you**

- 2** the hire of a suitable and equivalent vehicle for up to 24 hours if **your** accident occurs within normal office hours.

### ✗ What is not covered

**We** will not cover

- 1** **vehicles** immersed in mud, snow, sand or water
- 2** the cost of any parts, lubricants, fluids or fuel required to restore **your vehicles** mobility
- 3** any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this **insurance**
- 4** 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 manufacturers specifications or in any event is carrying more than eight persons
  - b** is being driven unreasonably or on unsuitable terrain
- 5** any expenses **you** would normally have incurred during the journey
- 6** any **accident** brought about by an avoidable, wilful and deliberate act committed by **you**
- 7** any **claim** if **your vehicle**
  - a** has not been regularly serviced in accordance with the manufacturers instructions
  - b** is unroadworthy at the start of the journey
  - c** is not a private car, estate car, land rover type vehicle, motorised caravan, light van, mini bus, trailer caravan or trailer of a proprietary make
  - d** exceeds 3.5 tonnes Gross Vehicle Weight.

## Section conditions

These conditions of cover apply 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**.

## Conditions

**You** must obtain **our** prior approval and consent before expenses are incurred. **You** must be in attendance at **your vehicle** at the estimated time **we** advise that assistance can be expected.

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

## AXA Insurance European Assistance

We will cover when **your vehicle**

- 1 is in any country in the European Union or any other European country whose arrangements follow EU directives and are approved by the Commission of the European Union, or
- 2 if a green card has been issued, for the period and countries specified in the green card for a period not exceeding 93 days.

### 1 European Assistance

Following a motor accident, including fire, theft and attempted theft, and breakdown if occurring outside the United Kingdom **we** will organise and within the limits stated pay for

- a emergency assistance and towing up to £150 in total for the attendance of a vehicle recovery operator to recover **your vehicle** from the place of the accident or breakdown to the nearest repairer or safe storage place, and/or
- b labour charges for temporary or permanent repair for the sole purpose of making **your vehicle** secure following theft or attempted theft of **your vehicle** or its contents.

### 2 Provision of spare parts

**We** will pay the cost of sending to **you** by the quickest method available, any spare parts, if unobtainable locally, to the locality where **you** are staying, to ensure **your vehicle** is made roadworthy and/or safe for use.

**We** will not pay for

- a the cost of the spare parts
- b any amount where spare parts can be obtained locally
- c any amount if spare parts are unavailable where
  - i they are no longer being manufactured, and/or
  - ii they cannot be obtained from the wholesaler or agent, and/or
  - iii it is impossible to import spares to the country where the **vehicle** is located
- d any customs duty.

### 3 Completion of journey

**We** will arrange and pay for the most appropriate solution from one of the following options

- a transportation by any suitable means, of the driver and passengers with their luggage, to **your** intended destination, as well as **your** subsequent return to the place where, after local repairs, **your vehicle** is located, or
- b up to £70 a day and £750 in total, if **we** agree that the transportation arranged be the hire of an equivalent or alternative vehicle while **your vehicle** is immobilised pending repairs

or at **your** option if **you** elect to interrupt **your journey** pending completion of repairs

- c up to £40 per person per day for a total of five days for additional hotel accommodation expenses for driver and passengers (limited to Bed or Breakfast only) as long as **you** have already paid for any original accommodation and **you** cannot get **your** money back.

Provided, in **our** opinion, **your vehicle**

- i is immobilised and will remain so for more than 24 hours, or
- ii is stolen and not recovered, or
- iii is recovered in an unroadworthy condition and will remain so for more than 24 hours.

## Note

All the benefits included within **1**, **2** and **3** also apply in the United Kingdom provided the accident or breakdown happens in the course of a planned **journey** to a country or countries

outside the United Kingdom and occurs between **your home** and the port of departure in the United Kingdom, immediately prior to or after European travel, or occurs during the preceding seven days.

#### 4 Incapacitated driver

If, during the **journey**, the driver cannot drive because of an injury or illness, and there is no one else able or qualified to drive the **vehicle**, **we** will recover the **vehicle**, **you** and **your** passengers to either finish the **journey** or return **you** to the place **you** were originally travelling from. **You** will need to provide a medical certificate for **you** before **we** provide this benefit.

#### 5 Repatriation of driver and passengers

**We** will pay for the transportation by any suitable means, of the driver and up to 5 passengers, with their luggage, to **your home** when **your vehicle** remains unavailable to complete the return **journey** on a planned date, provided always that such unavailability is outside **your** control.

#### 6 Repatriation of your immobilised or recovered vehicle

**We** will pay for

- a** the transport of **your vehicle** to **your home** or nominated repairer in the United Kingdom, or
- b** the cost of a single ticket by
  - i** rail and/or sea
  - ii** air if travel by rail and/or sea exceeds 12 hours

for **you**, or a driver nominated by **you**, to return from the United Kingdom to the place of the accident, breakdown or storage or of recovery after theft in order to drive **your vehicle** to **your home** and if applicable any storage charges of **your vehicle** up to a total of £100 pending its repair, repatriation or legal abandonment.

Provided in **our** opinion

- a** **your vehicle** cannot be repaired locally, or
- b** the repairs if carried out locally cannot be completed before the date fixed for **your** return to **your home**, or

- c** **your vehicle** is not recovered, following theft, before **you** return to **your home**.

**We** will not pay for

- a** any costs and expenses **you** would in any case have incurred had no claim arisen under this section
- b** loss or damage to any personal effects or accessories left in, on, or outside **your vehicle**
- c** any damage to **your vehicle** when it is being transported to **your home** unless
  - i** a report is prepared and agreed as to the condition of **your vehicle**
  - ii** prior to its transportation to the United Kingdom
  - iii** it is impossible to import spares to the country where the **vehicle** is located
- d** **you** report to **us** within 7 days any disagreement between **you** and the carrier at the time of the delivery, if **your vehicle** is damaged during transit
- e** more than the cost of legal abandonment and any Customs Duty imposed if the estimated repatriation costs exceed the market value of **your vehicle** in the United Kingdom.

**We** will not be liable except where stated

- a** for the cost of repairs to **your vehicle**
- b** for vehicle assistance in the case of breakdown if **your vehicle** is over 10 years old from the date of its first registration. The date of first registration of the engine or chassis will determine the age of any converted or specially constructed vehicle
- c** if **your vehicle**
  - i** is unroadworthy at the start of the **journey**
  - ii** has not been regularly serviced in accordance with the manufacturer's instructions
  - iii** suffers mechanical breakdown due to lack of oil, fuel, water, and/or frost damage or tyre damage



# Section 15 - Uninsured loss recovery

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Cover under this section is provided by Lawclub Legal Protection which is a trading name of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

## Lawphone legal advice line and motor prosecution defence

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

Phone: 0344 873 0255

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

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

All **claims** and calls to Lawphone will be managed by **Lawclub** on **our** behalf.

## Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist for **us** to begin, and continue, providing cover under this section.

In order for **Lawclub** to decide whether **reasonable prospects of success** exist they will seek the opinion of the **legal representative**. If **Lawclub** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **Lawclub** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your claim** that they feel it is necessary to consult.

If **Lawclub** believe that **reasonable prospects of success** do not exist **we** will end **your claim**.

## Section 15 – Uninsured loss recovery *continued*

If we end **your claim** due to **reasonable prospects of success** no longer existing because **you** have not complied with condition 1b, 1c or 1d within the **Section conditions** we will not pay any **costs** incurred during **your claim**.

If we end **your claim** due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay costs incurred up to the date that **we** end **your claim**.

### Meanings of defined terms

These meanings only apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** at the start of **your policy**. If a term is defined in the **Meanings of defined terms section** at the start of your policy and in the **Meanings of defined terms** under **Section 15 - Uninsured loss recovery** the meaning shown here will be used for **Section 15 - Uninsured loss recovery**.

### Civil case

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

### Costs

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

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

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

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

### Damages

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

### Lawclub

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### Legal representative

The solicitor or other person appointed with the agreement of **Lawclub** to represent **you**.

### Reasonable prospects of success

There are reasonable prospects of success if, at all times during **your civil case** against **your** opponent, there is a greater than 50% chance

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

**We** explain in more detail how **Lawclub** will decide if **your** legal action has reasonable prospects of success under **Important information about reasonable prospects of success**.

### Standard basis

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

### Territorial limit

For Uninsured loss recovery –

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

For Motor prosecution defence –

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

### We, us, our

We, us, our under this section means Lawclub Legal protection.

### You, your

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

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

### What is the most we will pay

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

## ✓ What is covered

### 1 Uninsured loss recovery

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

- a **Lawclub** and the **legal representative** agree is not **your** fault, and
- b was caused by **your** opponent, and
- c causes
  - i **your** death or bodily injury whilst **you** are in, on or getting into or out of the insured **vehicle**, or
  - ii damage to the insured **vehicle**, or

- iii damage to property which **you** own or are legally responsible for and which is in or on the insured **vehicle**.

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

We will provide this cover as long as

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

### 2 Motor prosecution defence

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

We will provide this cover as long as

- 1 the event giving rise to the criminal proceedings happened within the **territorial limit** and during the **period of insurance**, and
- 2 the criminal proceedings will be decided by a court within the **territorial limit**, and
- 3 **Lawclub** have given their written agreement to **you** making an appeal against **your** conviction or sentence by a court.

## ✗ What is not covered

We will not pay for any

- 1 **costs** we have not agreed to in writing
- 2 **claim** arising out of a contract **you** have with another person or organisation
- 3 **claim** for an event which is also covered under **Section 1 - Legal liability to others** or **Section 2 – Loss of or damage to your vehicle**

## Section 15 – Uninsured loss recovery *continued*

- 4 **claim** for an event resulting in legal proceedings where **you** are accused of corporate manslaughter or corporate homicide
- 5 **claim** for an event which is not covered under **your** current **period of insurance**
- 6 **claim** where the insured **vehicle** is being used for racing, rallies or competitions
- 7 disputes between **you** and **us** or **Lawclub**
- 8 fines, penalties or compensation awards
- 9 **costs** or expenses **you** are ordered to pay by a criminal court
- 10 application for a judicial review
- 11 disputes or **claims** arising from **your** deliberate, conscious, intentional or careless disregard of the need to take all reasonable steps to avoid, prevent and limit any dispute or **claim**
- 12 **costs** covered by another insurance policy
- 13 **costs you** have paid directly to the **legal representative** or any other person without the permission of **Lawclub**
- 14 VAT which **you** can recover from elsewhere
- 15 parking offences for which **you** do not get points on **your** licence
- 16 criminal proceedings to do with driving while under the influence of drink or drugs
- 17 criminal proceedings brought against **you** because **you** have allowed other people to use an insured **vehicle**
- 18 **claim** where **you** do not have a valid
  - a motor insurance **policy**
  - b road fund licence or MOT certificate for the insured **vehicle**
  - c driving licence
- 19 **claim** while
  - a **you** are insolvent (or have committed an act of insolvency or bankruptcy)
  - b **you** have made an arrangement with the people **you** owe money to
  - c **you** have entered into a deed or arrangement
  - d **you** are in liquidation
  - e part or all of **your** affairs, assets or property are in the care or control of a receiver or a liquidator, or
  - f there is an administration order over **your** affairs, assets or property
- 20 **costs** where **you** knowingly and materially mislead **Lawclub** or the **legal representative**, or fail to pass important information to **Lawclub** or the **legal representative** in connection with any **claim** made under this section. If this happens **we** can reclaim from **you** any money already paid in respect of any relevant **claim**.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **Lawclub** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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



- i the **legal representative** reasonably refuses to go on acting for **you** because of any unreasonable act or failure to act by **you**, or
- ii **you** unreasonably withdraw **your claim** from the **legal representative** without the agreement of **Lawclub**, and
- iii **Lawclub** do not agree to appoint another **legal representative** to continue **your claim**.

#### 4 Your agreements with others

**We** or **Lawclub** will not be bound to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

#### 5 Choosing the **legal representative**

At any time before **Lawclub** agree that legal proceedings need to be issued or defended, they will choose the **legal representative**. **You** can only choose the **legal representative** if **Lawclub** agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send the name and address of the legal representative **you** want to appoint to **Lawclub**.

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

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any legal proceedings as low as possible.

#### 6 Disputes

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

The loser of the arbitration must pay all the **costs** involved. If the decision is not clearly made against either **you** or **Lawclub**, the arbitrator will decide how the costs will be shared.

#### 7 Notices

Every notice which needs to be given under this section must be given in writing. If **you** give **us** notice, **you** must send it to **our** address. If **we** give **you** notice, **we** must send it to **your** last known address.

#### 8 How to make a **claim**

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

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

If **you** need to make a **claim** for motor prosecution defence call the Lawphone legal helpline and follow the instructions. A claim form will be sent to **you**, please fill it in and send it to

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

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

If **you** have already seen a solicitor before **Lawclub** have accepted **your claim**, **we** will not pay any fees or other expenses that **you** have incurred. If **your claim** is covered, **Lawclub** will appoint the **legal representative** that they have agreed to in **your** name and on **your** behalf and **we** will only start to cover the **costs** from the time **Lawclub** have accepted the **claim** and appointed the **legal representative** in **your** name and on **your** behalf.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

# Making a complaint

We aim 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 using the contact details available in your claim documentation.

If your complaint relates to anything else, please contact your insurance broker or AXA office where your policy was purchased.

Alternatively, you can write to us at

### AXA Insurance complaints

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

 Email: [commercialcomplaints.ins@axa-insurance.co.uk](mailto:commercialcomplaints.ins@axa-insurance.co.uk)

When you make contact please tell us the following information

- Name, address and postcode, telephone number and email address (if you have one).
- Your policy or claim number and the type of policy you hold.
- The name of your insurance broker (if applicable).
- The reason for your complaint.

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

## 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.
- provide a response within eight weeks of receiving your complaint, informing you of the results of our investigations or explain why this isn't possible.
- learn from our mistakes.
- use the information from complaints to continuously improve our service.

Telephone calls may be monitored and recorded.

## Beyond AXA

If we haven't resolved your complaint within eight weeks, or you are unhappy with our final response, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service.

This does not affect your right to take legal action.

**The Financial Ombudsman Service**

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

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

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

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

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme. **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 Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.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

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

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

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

