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Policy wording

# Rural Private Hire Motor Insurance

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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 adviser.

## Your Rural Private Hire policy

This **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.

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

This **insurance** 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.

**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 12.

Throughout this **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



## UK Motor claims service\*

0345 873 4901

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.

\* Calls charges to 0345 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.

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** 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 'Making a complaint' on page 30 of the **policy**.

# Meaning of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used.

## 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.

## Advanced driver assistance systems

Integrated in-vehicle technology to assist, complement or automate the function of the **vehicle**.

## Approved repairer

A network of approved repairers who can be contacted through any AXA Customer Service Centre or the UK Motor Claims Service helpline as detailed on page 4.

## 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 this **policy**.

## Endorsement(s)

A wording which changes the **insurance** in the printed **schedule**.

## Excess

The amount shown against the term excess is the amount **you** must pay towards the cost of repairs to **your vehicle**.

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.

## 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 EU/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.

## Insure, insurance

Payment for legal **liability**, loss or damage as defined in this **policy**.

## Liability, liable

A legal responsibility to compensate others.

## Market value

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

## Misfuelling

Accidental filling of the fuel tank of the insured **vehicle** with the inappropriate fuel for the type of engine.

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

## Meaning of defined terms *continued*

### Policy

Your policy and most recent **schedule** including any **endorsement(s)**.

### Principal

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

### Renewal

Extending the first **period of insurance**.

### Schedule

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

### 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.

### Third party

**You** and **we** are the first and second parties to this **insurance** contract. Anyone else is a third party.

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

### Vehicle types

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

Minibus – A passenger carrying **vehicle** with more than 8 passenger seats but not more than 16 passenger seats.

### We, us, our

Refers to AXA Insurance UK plc.

### You, your

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

### Your vehicles

Any vehicle shown in **your schedule** 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.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** 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.

## 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** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 Other than when **our** fraud condition applies **we** can cancel **your policy** at any time during the **period of insurance** by giving 7 days written notice to **your** last known address.

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

- 3 **You** may also cancel **your policy** at any other time during the **period of insurance** and **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

- 4 **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a **claim** has been made or there has been any incident likely to lead to a **claim** during the **period of insurance**, the annual premium remains due in full.

**We** will only refund premium provided that no **claim** has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **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 **insurance** will cease on the expiry date.

## 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 **advanced driver assistance system** when requested, notified or published by the manufacturer. If **you** suspect or are advised of any defect in the operation of any **advanced driver assistance system** on an insured **vehicle** **you** must arrange for the defect to be rectified by the manufacturer or replaced.

**You** must ensure the **advanced driver assistance system** within **your** windscreen is recalibrated by **us** or a qualified technician following a windscreen replacement or repair on **your policy**.

## 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**.

**We** will need to delay any payment for a reasonable period to establish the likelihood of getting the **vehicle** back if it is stolen or missing.

### Change in risk condition

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

- 1 to the 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**.

**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 **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. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of **insurance** 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 **claims** telephone helpline on 0345 873 4901
- 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 a suitable 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) – subject to availability and the cover is Comprehensive or Third Party Fire and Theft (following a fire or theft **claim**).

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

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

**You** and anyone covered by this **policy** must not

- 1 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.

### 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 the **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 **insurance** 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 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.

### 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 the **policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

### 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 his or her 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.

## Policy conditions *continued*

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

**We** will only pay **our** share of the **claim** if **you** make a **claim** for any **liability**, loss or damage that is also covered by any other insurance policy.

### 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 **insurance**, 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 this **policy**. **We** may also pursue any **claim** to recover any amount due from a **third party** in the name of anyone claiming cover under this **policy**.

# General policy exclusions

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

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

## Airside exclusion

**We** will not **insure you** for **claims** arising under Section 1 – Legal liability to others while any **vehicle** insured by this **policy** is being used in the parts of any airport or aerodrome to which aircraft have access.

## Pollution and contamination exclusion

**We** will not **insure 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 within the geographical limits of this **policy**.

## Radioactive contamination exclusion

**We** will not **insure 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 **policy** does not provide **insurance** except under Section 1 – Legal liability to others 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 **insure you** in respect of operational risks whilst **your vehicle** is being used as a tool of trade except where **we** must meet the requirements of the Road Traffic Acts unless otherwise stated in **your schedule**.

## Vehicle use exclusion

**We** will not **insure 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 used in any rally or competition or motor trial or on any race track 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 and **we** will **insure you** 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 **insurance** for any loss or damage which results from war, invasion, act of foreign enemy, 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	No claims discount	Y	Y	Y

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

# Section 1 - Legal liability to others

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## ✓ What is covered

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

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

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

the amount as stated in **your schedule** (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.

the amount as stated in **your schedule** (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**.

£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**.

£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**.

- 3 stoppage of or interference with pedestrian, vehicular, rail, air or waterborne traffic or escape or discharge of any substance or gas up to a limit of £1,000,000 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 **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 the amount as stated in **your schedule**, or;
- 2 such greater sum as may in the circumstances be required by the Road Traffic Acts.

### Vehicles which are insured

**Your vehicles** as listed in **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 the **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 **insure 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**:

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

## **X What is not covered**

We will not provide **insurance** 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.

# Section 2 - Loss of or damage to your vehicle

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**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** or the last declared value to **us**, whichever is the less and its attached **accessories** and spare parts at the time of the loss or damage.

### 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 stated in **your schedule** towards every **claim** for replacement windows or windscreens.

### Audio visual communication and guidance equipment

There is no limit applicable under this **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 in **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 up to £500 for

- 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**.

### 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 type 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 in the first year of registration from manufacture

and was purchased and registered by **you** (or within the first year of registration from manufacture if subject to a contract hire or leasing agreement) from new and is:

- 1 lost by theft or
- 2 damaged and the cost of repairs exceed 50% 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.

The maximum **we** will pay for any **vehicle** other than stated in 1 or 2 above will be £10,000 above the insured **vehicle's market value**, immediately prior to 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 reasonable 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.

### Emergency overnight accommodation

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

- 1 a maximum of two nights
- 2 a maximum of £100 per person per night
- 3 not more than £500 in total per night for all occupants of the insured **vehicle**.

### 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**.

### Leased vehicles

If any **vehicle** leased by **you** is

- 1 not in its first year of registration since new
- 2 not more than 4 years old from the date of first registration since new
- 3 not a Special Type or Agricultural **vehicle**

and is lost or damaged beyond economic repair and declared a total loss by **us**, **we** will pay the difference between the **market value** at the time of the loss or damage and the settlement figure required under the lease contract.

Where the settlement figure exceeds the **market value**, at the time of the loss or damage, and that settlement figure incorporates any fees or arrears of repayments; **we** will only pay the settlement figure less the amount of those fees and arrears.

The maximum **we** will pay under this extension for any one **vehicle** is £1,000 and £5,000 during any one **period of insurance**.

### 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.

### Misfuelling

If **you** accidentally fill **your vehicle** with the wrong fuel please do not start the engine. Please call **us** on 0345 873 4901 as soon as possible.

If **your vehicle** is subject to **misfuelling** during the **period of insurance** and provided that **you** notify **us** immediately and follow all advice given **we** will pay for:

- 1 drainage and cleaning of the fuel tank on site using a specialist roadside vehicle, or
- 2 recovery of the **insured vehicle**, the driver and up to 6 passengers to the nearest repairer to drain and clean the fuel tank
- 3 replenishing the fuel tank with 20 litres of the correct fuel
- 4 damage to the **insured vehicle** caused solely and directly by **misfuelling**.

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

We will not pay for:

- a The **excess** as stated in **your schedule** for each and every claim under **4** above
- b **Claims** for **misfuelling** occurring outside the Geographical limits of the **policy**
- c Fuel, other than up to 20 litres of the correct fuel to replenish the fuel tank after draining and cleaning has been carried out
- d Any claim resulting from any foreign matter entering the fuel system other than diesel and petroleum
- e Any reduction in the **market value** of the **insured vehicle** or loss of warranty.

### 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 more than **your** estimate of value of the **vehicle** shown in **your schedule**;
- 4 depreciation;
- 5 wear and tear;
- 6 mechanical, electrical, electronic or computer failures, breakdowns or breakages;
- 7 damage to tyres caused by braking, punctures, cuts or bursts;
- 8 losing **your vehicle** through deception by someone pretending to be a buyer or that person's agent;
- 9 loss or damage caused during the seizure of **your vehicle** by the police or anyone empowered to act on behalf of a police authority;
- 10 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;
- 11 the **excess** which is shown in **your schedule**.

### Keys left in or on your vehicle exclusion

We will not pay for 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**.

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

#### Any loss or damage excess

**You** must pay the amount shown against the word **excess** in **your schedule** towards each and every **claim** payable under this section of the **policy**.

### Windscreen and window excess

**You** must pay the windscreen **excess** amount stated in **your schedule** towards every **claim** for replacement windows or windscreens.

### 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 23 years of age £1,000

23 to 24 years old £500

At least 25 years old with a licence to drive the **vehicle** which is:

**1** a provisional driving licence £500

**2** a full UK driving licence but held for less than one year £500

**3** a full EU driving licence but driver has been resident in the UK for less than one year £500

**4** any other driving licence issued outside of the United Kingdom. £500

**5** does not hold a licence but is driving in circumstances where a licence is not required by law £500

**6** is over 71 years of age £500

**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 **insure 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 **insure 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 **insure you** in the terms of Section 1 – Legal liability to others

- 1 against legal **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 **insure 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 **insure 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 **insure 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 **insure 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

#### Specified trailers

A trailer listed in **your schedule** whether it is attached to **your vehicle** or is detached and not being used.

#### Unspecified trailers

A trailer including any trailer type agricultural implement or machine not specified in **your schedule**, as if it were part of **your vehicle**, but only while it is attached to **your vehicle** for towing or operational purposes.

#### Mechanically disabled vehicles

We will cover **your liability** under section 1 of this **policy** 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
- 7 the **excess** which is shown in **your schedule** or the first £250, whichever is greater, in respect of any theft or attempted theft of a trailer shown in **your schedule** when it is detached from the towing **vehicle**
- 8 loss or damage if the trailer is a caravan.

**You** will not be responsible for the **excess** stated in 7 above where the detached trailer was in a locked garage or locked building at the time of the theft or attempted theft.

# 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 in direct connection with **your vehicle** then **we** will pay:

- 1 £5,000 to **your** driver or to **your** driver's estate, if within 12 months of the **accident**, the injury is the sole cause of:
  - a death, or
- 2 £1,500 to **your** driver if within 12 months of the **accident**, the injury is the sole cause of:
  - 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 £5,000 arising out of any one incident.

# 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

If **you, your** driver, or any person travelling in **your vehicle** are injured by a cause directly connected with **your vehicle** **we** will pay up to the amount stated in **your schedule** for medical expenses for each person injured.



# 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 the amount stated in your **schedule** 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 goods or samples or tools carried for any trade or business;
- 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 **insurance** 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
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### ✓ 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**. **You** are legally **liable** for them as the owner, keeper, user or driver of the **vehicle** concerned.

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

# Section 13 - Geographical limits and European travel

## Contents of this section

Geographical limits	26
Automatic minimum cover	26
Customs duty	27

### Geographical limits

**We** will provide **insurance** as set out in the **policy**, **your schedule** and the **certificate of insurance** 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.

Whilst **your certificate of motor insurance** is sufficient evidence of cover within the above geographical limits **we** will if requested provide **you** with a **green card** which will be issued free of charge.

### Automatic minimum cover

In addition to providing cover within the geographical limits mentioned above this **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 however 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 full **policy** coverage of the **policy**. The provision of this cover will be at **our** discretion and may be subject to an additional premium.

### European assistance

If **you** wish to take advantage of a European Assistance package provided by AXA Assistance **you** will need to request this cover which is provided free of charge prior to **your** departure date. Full details of the cover will be provided upon request.

### Customs duty

**We** will pay any customs duty that arises as the direct result of any loss or damage insured by this **policy**.

### 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 - No claim discount

## Contents of this section

What is covered	28
Section conditions	29

## ✓ What is covered

### No claim discount

The no claim discount will be increased each year as shown below provided no incident occurs during the **period of insurance** which results in a **claim**:

Policy start date or previous renewal	NCD following a claim free year
5 or more years	5 or more years
4 years	5 years
3 years	4 years
2 years	3 years
1 year	2 years
Nil	1 year

The no claim discount will be reduced each year as shown below if an incident occurs during the **period of insurance** which results in a **claim**:

POLICY START DATE OR PREVIOUS RENEWAL	NCD FOLLOWING A CLAIM OR CLAIMS		
	One claim	Two claims	Three claims
5 or more years	3 years	1 year	Nil
4 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

## Section 14 – No claim discount *continued*

### No claim discount protection

This section is only applicable if **your schedule** shows that it is in force.

If no claim discount protection has been selected then the no claim discount will remain at five or more years following up to two at fault **claims** in five consecutive **periods of insurance**.

The no claim discount will be reduced as below following three or more **claims** in five consecutive **periods of insurance**.

Protected NCD at policy start date or previous renewal	NCD after 3 or more claims in 5 consecutive periods of insurance		
	3 claims	4 claims	More than 4 claims
5 or more years	3 years	1 year	Nil

While **we** may review **your policy** cover and premium following a **claim** this will not affect the no claim discount protection unless there have been three or more **claims** in five consecutive **periods of insurance**.

Payments for the following will not affect no claim discount or no claim discount protection.

Payments under

- 1 Section 1 – Legal liability to others in respect of Emergency treatment cover
- 2 Section 2 – Loss of or damage to your vehicle
  - a in respect of loss or damage to the windscreen or windows where this is the only damage to **your vehicle** other than scratching of bodywork resulting from the breakage
  - b replacement locks and keys
  - c in respect of loss or damage insured by this **policy** as a result of an incident with an identified **third party** driver which is not insured and for which the **third party** driver is responsible.
- 3 Section 5 – Contingent liability
- 4 Section 9 – Medical expenses

### Section conditions

- 1 No claim discount and no claim discount protection will apply separately to each of **your vehicles**
- 2 No claim discount cannot be transferred to anyone else without the written agreement of **us**
- 3 Any additional unearned no claim discount percentage will be reduced in the event of a **claim**.

# 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 complaints:



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

### All claims complaints:



Telephone: **01204 815359**



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

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

- 1 Name, address and postcode, telephone number and email address (if **you** have one)
- 2 **Your policy** and/or **claim** number, and the type of **policy you** hold
- 3 The name of **your** insurance agent/firm
- 4 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.

### The Financial Ombudsman Service



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



Telephone: **0300 123 9123\***  
or **0800 023 4567\*\***  
Fax: **0207 964 1001**



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

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

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

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

## Our promise to you

We will

- 1 acknowledge written complaints promptly.
- 2 investigate **your** complaint quickly and thoroughly.
- 3 keep **you** informed of progress of **your** complaint.
- 4 do everything possible to resolve **your** complaint.
- 5 learn from **our** mistakes.
- 6 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](http://www.fscs.org.uk)).

## Financial Conduct Authority Regulation

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

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



If you would like more information about South Essex Insurance Brokers contact us at:  
South Essex House  
North Road, South Ockendon  
Essex RM15 5BE  
Tel: 01708 850000



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