

Bollington Underwriting

Taxi Insurance

# Policy wording

July 2016



Underwritten by

redefining / standards



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# Introducing Bollington Underwriting Limited

## Cutting edge service

Bollington Underwriting Limited is a wholesale underwriting agency specialising in commercial motor insurance.

**We** offer **our** brokers the ability to produce immediate quotations, initiate cover, administer policies and generate full documentation online.

## Industry leading anti-fraud protection

**We** take fraud seriously. **Our** innovative anti-fraud system has been specifically developed to analyse risk information during each quotation. This allows **us** to generate real time quotes that offer competitive premiums to **our** brokers whilst ensuring unparalleled protection for **our** insurers.

Bollington Underwriting Limited Registered in England No. 02074674 Registered Office: Adlington House, Adlington Road, Bollington, Macclesfield SK10 5HQ is authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored and recorded.

# Thank you for choosing AXA and Bollington Underwriting Limited

**You** should read this **policy** booklet along with **your** schedule to give **you** full details of **your** cover.

If **you** have any questions about **your policy** documents, need anything explained or believe this contract does not meet **your** needs, please contact **us** or **your** insurance advisor.

## Your policy

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

The information and any declaration, which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy**, forms the basis of the contract.

**Your policy** describes the insurance cover for which **you** have agreed to pay **your** premium. The **policy** wording, schedule and any **endorsements** must be read together.

**Your policy** is renewable provided that **you** have accepted **our** renewal terms and paid the premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

**Your policy** is divided into a number of sections. Where a section does not apply, **your** schedule will state that it is 'not covered'.

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 to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**. All sections of cover should be read in conjunction with the **Policy** conditions and **Policy** exclusions which apply to the whole of this **policy**.

## Important phone numbers

The insurance underwriters of this **policy** are AXA Insurance therefore all claims should be reported directly to them using the following telephone numbers.

### Glass replacement service

**0800 269 661**

A quick and efficient repair/replacement service is available  
24 hours a day 365 days year.

### Notification of loss helpline

**0345 900 4185**

### Existing claims helpline

**0345 900 4185**

This will put you in contact with our Claims Department during office hours  
(8.00am to 6.00pm) and out of hours message only service.

Telephone calls may be monitored or recorded.

Alternatively **you** can report **your** claim in writing to:

AXA Insurance UK plc  
Motor Claims Dept  
PO Box 26  
Haverhill  
Suffolk CB9 8BZ

## Making a claim

If **you** need to make a claim please first check **your policy** to make sure that **you** are covered.

**You** must then follow the Claims notification condition and Claims procedure condition under **Policy** conditions on page 11.

Please contact **your** insurance adviser who will help **us** deal with **your** claim quickly and fairly.

# Thank you for choosing AXA and Bollington Underwriting Limited

## **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 31 of the **policy**.

## Here are some quick and handy tips

### If you have had an accident

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

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

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

- a note the time, name of the road or the location
- b draw a diagram of the position of all vehicles involved
- c write down the driving conditions i.e. raining, dark
- d take photos of damage or evidence
- e try and get witness statements and their contact details.

Report the accident to **us** as soon as **you** can on the phone number highlighted on page 5, even if **you** do not want to make a claim.

### Making a claim

**We** know how stressful it can be if **your vehicle** is involved in an accident, however the sooner **you** report it, the sooner **we** can help **you**.

**You** can call our UK-based claims line highlighted on page 5. It will be useful if **you** have **your policy** number and details of the incident available when **you** call **us**.

Once **you** have called or sent **us** details about a claim **we** will

- 1 register **your** claim
- 2 give **you** a claim number to quote

- 3 talk **you** through the process, including confirming what **you** are covered for
- 4 arrange next steps.

### Getting your vehicle repaired – an overview

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

- 1 **you** do not need to organize estimates
- 2 **we** will pay the repairer directly (**you** just pay the **excess** and VAT, if **you** are VAT registered, to the repairer)
- 3 all repair work is guaranteed for the life of **your vehicle** (while **you** continue to own it)
- 4 **your vehicle** will be collected and delivered back to **you**.

### Important – are your details correct?

**You** have a legal requirement to make sure that **your vehicle** details are kept up to date on the Motor Insurance Database (MID), which is run by the Motor Insurer's Bureau (MIB). Please make sure that **you** have read the Motor Insurance Database (MID) condition shown on page 12.

### Stay insured, stay legal – penalties for uninsured motor vehicles

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

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

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

Here are some quick and handy tips *continued*

## What to do if your windscreen breaks

Telephone Autoglass free on

**0800 269 661**

Where Comprehensive insurance applies, **our** authorised windscreen repairer will repair or replace the broken windscreen subject to the windscreen **excess**.

Where Third Party Only or Third Party Fire and Theft insurance applies, **you** will be responsible for the payment of any call out, replacement or repair costs.

**Our** current authorised windscreen provider is Autoglass.

# 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/Accessory

Any item(s) permanently attached to **your vehicle** which is/are not directly related to its function as a vehicle but forms an integral part of the vehicle and are not designed to operate independently.

## Audio communication, navigation and in car entertainment equipment

Any audio communication including two way radios, in car entertainment or navigation equipment which is permanently attached to **your vehicle** or is not intended to operate independently of the vehicle.

## Certificate(s) of insurance

A document showing that **your policy** meets the legal requirements for insuring motor vehicles (as described in the Road Traffic Acts). It shows who can drive **your vehicle** and for what purpose it can be used. It has the same number as **your policy**. The certificate of Insurance does not fully detail **your policy** cover – this is done in this **policy**.

## Endorsement(s)

A wording contained in the schedule which changes the insurance cover provided in **your policy**. An endorsement can either restrict **your** cover or provide **you** with extra cover.

## Excess

The first amount **you** must pay towards the cost of a claim. If more than one excess applies, for example, a compulsory excess and a voluntary excess, then **we** will add them together. Full details of the excess that applies is shown on **your** schedule.

## Geographical limit(s)

The insurance provided by this **policy** applies to events occurring whilst traveling in or between;

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

## High risk premises

- 1 power stations, nuclear installations or establishments
- 2 refineries, bulk storage or production premises in the oil, gas or chemical industries.

## Insure/Insurance/Insured

**We** will meet **your** legal liability for loss or damage as defined in this **policy**.

## Market value

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

## Period of insurance

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

## Personal belongings

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

The cost of reinstating data from these systems is not **insured**.

## Pollution or contamination

Actual, alleged or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or contaminant; including smoke, vapour, soot, fumes, acids, alkalis, chemical or waste (including materials to be recycled, reconditioned or reclaimed).

## Meaning of defined terms *continued*

### Policy

The **policy** wording, schedule, **certificate of insurance** and any endorsements attached or issued.

### Statement of fact

A document sent to **you** by **your** insurance advisor confirming the information that **you** supplied and which forms the basis upon which AXA quoted terms and have agreed to provide **you** with this **insurance**.

### Terrorism

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

In any action, law suit or other proceedings where **we** state that any loss, damage, cost or expense is not covered by this **policy**, it will be **your** responsibility to prove that they are covered.

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

### Third party

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

### You/your/yourself/policyholder

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

### Your vehicle

The vehicle described in **your** schedule.

### We/us/our

AXA Insurance UK plc.

# Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There may be additional conditions under each section of cover. 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.

If **you** are unsure about any of the conditions or whether **you** need to tell **us** about any matter.

### 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 action against **us** over this disagreement.

### Cancellation condition

#### Cancellation condition

**1 You** may cancel **your policy** within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way before cover has started **we** will return the full premium **you** have paid. If cover has started, provided that there have been no **claim(s)** in the current **period of insurance we** will refund part of the premium **you** have paid, proportionate to the time left on **your policy**.

**2 You** may cancel **your policy** at any time. If **you** cancel this way, provided no **claim** has been notified, paid or is outstanding in the current **period of insurance we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee which **you** will be advised of when arranging this insurance. If **you** cancel in the first year of this insurance, **we** will retain an amount of premium in accordance with the following short period charges scale for the time you have been on cover and refund the balance to you. We will calculate any refund due from the date that you advise us that the policy should be cancelled. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

### Cancellation short period charges scale

Period on cover	Premium retained	Premium refunded
Claim made	100%	0%
Up to 1 month	25%	75%
Up to 2 months	33%	67%
Up to 3 months	41%	59%
Up to 4 months	50%	50%
Up to 5 months	58%	42%
Up to 6 months	66%	34%
Up to 7 months	75%	25%
Up to 8 months	83%	17%
Up to 9 months	91%	9%
Over 9 months	100%	0%

**3 We** reserve the right to cancel **your policy** in the following circumstances:

- a **You** do not comply with the General conditions applicable to all parts of your policy shown on pages 10 -15.
- b **You** make a change to **your** information which renders the risk no longer acceptable for **us** to cover. Please see the Change in risk condition shown on page 12 for further information.
- c **You** act in a fraudulent manner. Please see the Fraud condition shown on page 13 for further information.
- d If **you** fail to pay **your** premium. Please refer to point 4 below.

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

# Policy conditions

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

If **we** are unable to collect a payment by instalments **we** will use best endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the **policy**.

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

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

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

## Care of your vehicle condition

**You** must

- 1** take all reasonable steps to prevent **your vehicle** from being lost or damaged
- 2** maintain it in an efficient and roadworthy condition and **we** must be able to inspect it at any time after **you** have made a claim.

### Your vehicle

- 1** must be permanently registered in the UK and if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display
- 2** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.

## Change in risk condition

**You** must tell **us** as soon as possible of any change in circumstances during the **period of insurance** which may affect this insurance. If **you** do not comply with this condition **we** have the right to refuse to pay **your** claim.

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

## Changes in your policy condition

By accepting this **policy**, **you** understand that **we** reserve the right to charge up to £30 for any change or correction to **your policy** that **we** make on **your** behalf.

## Changing your vehicle condition

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

When **you** have done this, **we** will either send **you** a new **certificate of insurance** or a cover note.

## Claims notification condition

**You** must

- 1** as soon as practical
  - a** give **us** notice of any circumstances which might lead to a claim under this **policy**
  - b** give **us** all the information **we** request.
- 2** immediately
  - a** on receipt send **us** every letter, court order, summons or other legal documents served upon **you**
  - b** tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
  - c** notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

If **you** do not comply with this condition **we** have the right to refuse to pay **your** claim.

## Claims procedures condition

- 1** **You** must take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the claim.
- 2** If **we** wish, **we** can take over and manage in **your** name, or the name of any person claiming, the defence, prosecution or settlement of any claim for **our** own benefit.
- 3** **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4** **We** will at **our** option either pay for the repair or replacement of **your vehicle** or pay a cash equivalent to the value of any loss or damage to **your vehicle**, **accessory** or spare part.

The maximum amount **we** will pay will be the **market value** immediately before

## Policy conditions *continued*

the loss or damage, not exceeding **your** estimated value last declared to **us**.

- 5 If an **accessory** or part of **your vehicle** is no longer available, **we** will pay the value of the **accessory** or part at the time of the loss or damage but **we** will not pay more than the manufacturer's list or quoted price of the **accessory** or part  
**We** will not cover that part of the cost of any repair or replacement which improves **your vehicle** beyond its condition prior to the loss or damage occurring.
- 6 **We** will not pay for theft of **your vehicle** within 28 days of **your vehicle** being stolen and not recovered.
- 7 **You** may not abandon any property to **us**.
- 8 If **your vehicle** is subject to a financial loan agreement and the damage caused following an insured incident warrants **your vehicle** to be written off as a total loss **our** initial payment will be to the finance company to satisfy any outstanding amount owed to them with any balance being paid to **you**.
- 9 **We** will be allowed complete control of any proceedings and settlement of the claim.

If **you** do not comply with the above conditions **we** have the right to refuse to pay **your** claim.

### 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**;
- 3 submits a knowingly false or forged document in support of a **claim**; or
- 4 makes a **claim** for any injury, loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

**We** may at **our** option

- a refuse to pay the **claim** and declare the **policy** void, as if it never existed and recover any sums that **we** have already paid under the **policy**; or
- b refuse to pay the **claim** and cancel the **policy** from the date of the **claim** or

alleged **claim**, without any refund of premium; or

- c refuse to pay the **claim**,

and **we** may inform the police of the circumstances.

### Law applicable 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**.

### Providing accurate and complete information.

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

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

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

1. deliberate or reckless **we** can elect to make **your** policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return **your** premiums, or
2. not deliberate or reckless and **we** would not have provided cover had **you** provided accurate and complete answers to the questions, then **we** can elect to make **your** policy void and return **your** premium or
3. not deliberate or reckless and **we** would have issued cover but on different terms had **you** provided accurate and complete answers to the questions then **we** can:

reduce proportionately any amount paid or payable in respect of a claim under **your** policy using the following formula

- a) **We** will divide the premium actually charged by the premium which **we** would have charged had **you** provided an accurate and complete answers to the questions and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
- b) treat **your** policy as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** provided an accurate and complete answers to the questions

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

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

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

### 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 authorized

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 notice to anyone insured to drive **your vehicle** covered under **your policy**.

## Other insurance condition

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

## Right of inspection condition

**You** must grant **us** free access at all reasonable times to examine **your vehicle** whether or not a claim has been submitted.

## Proof of no claims discount condition

If **your** schedule shows that **we** have included a no claims discount on **your policy**, **you** must prove **your** entitlement to this discount.

**You** can prove this by

- 1 sending **us** the original, most recent renewal notice from the previous insurer of **your vehicle**, or
- 2 sending **us** a letter from the previous insurer of **your vehicle** which confirms the no claims discount **you** had earned when the previous **policy** was cancelled.

Proof of **your** no claims discount must

- a be earned on an insurance **policy** issued within the United Kingdom
- b be earned on an insurance **policy** which was cancelled no more than two years immediately prior to **your policy** start date
- c be earned on an insurance **policy** issued in **your** name.

If **we** do not receive proof of no claims discount within 28 days of **your policy** start date then **we** will

- i remove the discount from **your policy** start date, and
- ii charge an additional premium equivalent to the discount that was previously included.

## Recovery and redelivery of your vehicle condition

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

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

## Salvage condition

If **we** settle **your** claim by replacing **your vehicle** or by paying its **market value**, **your vehicle** will immediately become **our** property.

If **your vehicle** has a personalised registration number **you** may retain this, subject to DVLA rules and regulations.

## Temporary vehicles condition

If **you** need cover for a temporary period on any vehicle that is not already covered by **your policy**, **you** must tell **us** beforehand and get a temporary cover note.

## 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.

## Policy Exclusions

The following general exclusions apply to all sections of **your policy**. These exclusions do not apply where it is necessary to meet the requirements of any compulsory motor insurance legislation within the **geographical limits** of this **policy**.

### Agreements with others exclusion

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

### Airside exclusion

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

### Earthquake exclusion

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

### Indirect loss exclusion

**We** will not insure any indirect loss of any kind.

### Pollution and contamination exclusion

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

### Radioactive contamination exclusion

**We** will not cover **you** for any claim arising from or because of

- 1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of that assembly.

### Right of recovery condition

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

### Riot exclusion

In anywhere other than Great Britain, the Isle of Man or the Channel Islands, **we** will not cover **you** for any claim arising out of, during or because of riot or civil commotion other than as provided for by Section 1 of **your policy**.

### Uninsured drivers and use of your vehicle exclusion

**We** will not **insure you** for any claim while **your vehicle** is being

- 1 used for any purpose that the **certificate of insurance** does not allow
- 2 driven by someone not allowed to drive by the **certificate of insurance**
- 3 driven by **you** if **you** do not hold a licence to drive the vehicle or are disqualified from having such a licence
- 4 driven with **your** permission by someone who **you** know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one

but **we** will still cover **you** under Sections 1, 2 and 3 if the claim arises because **your vehicle** was stolen and taken without **your** permission.

### Vehicle repairs condition

**We** have a network of recommended repairers who will collect and redeliver **your vehicle**. The repair process will start as soon as possible once **your vehicle** arrives at their garage.

If **you** choose not to use one of **our** recommended repairers **you** will have to supply **us** with an estimate for the cost of repair from **your** chosen garage. Once **we** have agreed which garage to nominate to carry out the repairs **we** will arrange for **your vehicle** to be examined by one of **our** motor engineers to agree the repair costs.

### **War risk exclusion**

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

## Cover options

The cover **you** have is shown on **your** schedule. This table shows which sections of the **policy** apply depending upon the cover **you** have chosen.

<b>Comprehensive</b>	All sections of the <b>policy</b> apply.
<b>Third party, fire and theft</b>	All sections of the <b>policy</b> apply except for sections 3, 4 and 6.  Section 2 only applies to loss or damage caused directly by fire self-ignition, lightning, explosion, theft or attempted theft.
<b>Third party only</b>	All sections of the <b>policy</b> apply except for sections 2, 3, 4 and 6.

All sections of cover should be read in conjunction with the **Policy** conditions and **Policy** exclusions which apply to the whole of this **policy**. These can be found on pages 10 through to 15.

All sections of cover should also be read in conjunction with any **endorsements** that may be included on **your** schedule.

# Section 1 – Liability to others

## Contents of this section

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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 or bodily injury to anyone other than the driver of **your vehicle** and
- 2 damage to property up to:
  - a £5,000,000 (excluding legal costs) for any one claim or number of claims arising out of one event
  - b £1,000,000 (excluding legal costs) while **your vehicle** is at any **high risk premises** (see definition on page 8)
  - c £1,000,000 (excluding legal costs) for **pollution or contamination** covered by this **policy** (see definition on page 8 and **pollution and contamination** exclusion on page 14)
  - d £5,000,000 for the costs and expenses incurred with **our** written consent from claimants and any remaining expenses and costs for any one claim or number of claims arising out of one event

as a result of an accident that is caused by or in connection with **your vehicle**, including its loading and unloading, or any trailer while it is being towed by **your vehicle**.

## Corporate manslaughter and corporate homicide cover

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

- 1 **your** legal fees and expenses incurred for defending proceedings including appeals
- 2 costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings

for any breach of the

- a Health and Safety at Work Act 1974
- b Health and Safety at Work (Northern Ireland) Order 1978
- c Corporate Manslaughter and Corporate Homicide Act 2007.

## Section 1 – Liability to others *continued*

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 **your** business
- 3 unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by **you**, or on **your** behalf, 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 cover 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 expenses **insured** by any other **policy**
- 10 for fees of any solicitor or council appointed by or on behalf of any person entitled to cover unless **we** have agreed for them to be appointed.

### Costs and expenses cover

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

- 1 solicitors' fees to represent anyone **insured** under this section at a coroner's inquest or fatal accident inquiry

- 2 for the defence in any court of summary jurisdiction
- 3 subject to **our** prior agreement the cost of legal services to defend a charge of manslaughter or causing death by reckless or dangerous driving
- 4 any other legal fees, costs and expenses incurred to investigate or defend a claim against **you**, with **our** written consent.

### Emergency treatment cover

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

### Terrorism cover

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

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

### Who is insured by this section

**You** and the following people are **insured** under this section

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

If anyone covered under this section dies, **we** will continue to provide cover for the estate of that person in respect of any costs and expenses incurred which are covered by this **policy**.

### ✓ What is not covered

We will not provide **insurance** under this section

- 1** if the person who is covered by this section knows that the driver, at the time of the accident has never held a licence to drive the vehicle, or is disqualified from having such a licence, unless a licence to drive is not required by law
- 2** to anyone who does not keep to the terms of this **policy** as far as they can apply
- 3** for death of, or bodily injury to, any person arising out of and in the course of that person's employment other than where it is necessary to meet the requirements of the Road Traffic Acts
- 4** for 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**
- 5** for loss or damage to **your vehicle**
- 6** for loss or damage to property owned by or in the care of the person claiming, or being carried in or on **your vehicle**
- 7** for any amount in excess of £5,000,000 (including legal costs) for any one claim, or number of claims, arising out of one event for damage to property
- 8** for any additional amount that **you** are liable to pay that is shown in the late reported claims **excess** table shown within this **policy**.

## Section 2 – Loss of or damage to your vehicle

Contents of this section	
What is covered	20
What you pay	21
What is not covered	21

**Your** schedule will show if **you** have chosen this section.

### ✓ What is covered

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

- 1 repair it, or
- 2 replace it, or
- 3 pay in cash the cost of the loss or damage.

In the event of a total loss, the limit of cover under this section will be the **market value** of **your vehicle** and its fitted **accessories** and spare parts in or on **your vehicle** immediately prior to the loss or damage.

**We** will not pay more than the maximum value shown in **your** schedule.

### Audio communication, navigation and in car entertainment equipment cover

**We** will pay up to £1000 after deduction of the **excess** as shown on **your** schedule for loss of or damage to **audio communication navigation and in car entertainment equipment** if they are permanently fitted to **your vehicle**.

**We** will not pay more than the value of the equipment at the time of the loss or damage and **we** will make a deduction for wear and tear.

### Loss or theft of keys or other type of entry device cover

In the event of keys or transmitters for **your vehicle** or the security immobilisation keys or transmitters for **your vehicle** being lost or stolen, provided **you** have reason to believe that any person who finds, or has stolen such items would be able to identify the whereabouts of **your vehicle**, **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.

The maximum **we** will pay is £500 for any one incident.

## Section 2 – Loss of or damage to your vehicle *continued*

**You** will not have to pay any **excess** for the loss or theft of keys.

### Recovery and redelivery cover

If **your vehicle** is disabled as a 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.

### What you pay

#### Excesses

**You** must pay the amount shown in **your** schedule towards each and every claim payable under this section of the **policy**. The **excess** is not applicable for claims for broken windows or windscreens including any resultant scratching to the paintwork providing there is no other damage to **your vehicle**.

#### Young and/or inexperienced driver excess

**You** must also 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:

Age of driver	Amount you pay
under 21 years of age	£500
21 to 24 years of age	£300
at least 25 years old but is a provisional licence or a full UK licence for less than one year	£150

**You** do not have to pay these additional amounts:

- 1 for broken windows or windscreens including any resultant scratching to the paintwork providing there has been no other damage to **your vehicle**

- 2 if loss or damage was caused whilst **your vehicle** was in the custody or control of a motor trader for repair or service.

### Broken windows and windscreens

**You** must pay the amount shown in the windscreen **excess** field stated on **your** schedule towards every claim for replacement windows or windscreens. If the replacement is not carried out by a replacement windscreen provider authorised by **us** the windscreen **excess** stated in **your** schedule will be doubled e.g. if the windscreen excess stated in **your** schedule is £100 and **you** do not use a replacement windscreen provider authorised by **us** the amount **you** will have to pay will be increased to £200.

### ✓ What is not covered

**We** will not cover

- 1 the amount of **excess** as shown in **your** schedule
- 2 loss of use of **your vehicle**
- 3 any depreciation in the market value of **your vehicle** following its repair as a result of a claim under this section
- 4 wear and tear
- 5 depreciation
- 6 mechanical or electrical breakdown, failure or breakages
- 7 the cost of replacing lost, stolen or contaminated fuel
- 8 loss or damage to tyres caused by braking, punctures, cuts or bursts
- 9 loss or damage arising from the theft of or from **your vehicle** when the:
  - a ignition or immobilisation key(s) and/or any other entry or immobilisation device have been left in or on **your vehicle**
  - b boot, tailgate, sunroof or any door of **your vehicle** has been left open or unlocked
- 10 unauthorised taking away of **your vehicle** by a family member or any member of **your** household unless reported to the police

## Section 2 – Loss of or damage to your vehicle *continued*

- 11 loss or damage to telephones, television equipment or two way radio transmitters or receivers unless they are permanently fitted to **your vehicle**
- 12 loss or damage as a result of deception by a potential purchaser or his agent
- 13 loss or damage caused by the repossession of **your vehicle** or its return to its legal owner
- 14 loss or damage caused during the seizure of **your vehicle** by the police or anyone empowered to act on behalf of a police authority
- 15 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 on the direct instructions of any police authority.

## Section 3 – Broken windows and windscreens

### Contents of this section

What is covered	23
What is not covered	23

### ✓ What is covered

**We** will cover

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

**You** must pay the amount shown in the windscreen **excess** field stated on **your** schedule towards every claim for replacement windows or windscreens. If the replacement is not carried out by a replacement windscreen provider authorised by **us** the windscreen **excess** stated in **your** schedule will be doubled e.g. if the windscreen **excess** stated in **your** schedule is £100 and **you** do not use a replacement windscreen provider authorised by **us** the amount **you** will have to pay will be increased to £200.

**Our** current windscreen provider is Autoglass.

### ✓ What is not covered

**We** will not cover the windscreen **excess** shown in **your** schedule.

## Section 4 – Personal injury to your driver

### Contents of this section

What is covered	24
What is not covered	24

### ✓ What is covered

If the driver of **your vehicle** is injured as a direct result of an incident insured by this **policy we** will pay £5,000 to **your** driver or **your** driver's estate if within three months of the incident the injury is the sole cause of:

- 1 death;
- 2 total and permanent loss of all sight in one or both eyes; or
- 3 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 causes, contributes to, or speeds up such death
- 2 more than £5,000 arising out of any one incident or during any one **period of insurance**.

## Section 5 – Service or repair

Contents of this section

What is covered

25

### ✓ What is covered

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

- 1 maintenance
- 2 repair
- 3 testing, or
- 4 servicing.

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

## Section 6 – Personal belongings

Contents of this section	
What is covered	26
What is not covered	26

### ✓ What is covered

**We** will pay up to £250 in total for loss of or damage to **personal belongings** in, or on, **your vehicle**.

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

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

### ✓ What is not covered

**We** will not pay for:

- 1** wear, tear and loss of value of any **personal belongings**
- 2** money, stamps, tickets, documents or securities (such as share or bond certificates)
- 3** goods, tools or samples carried for any trade or business
- 4** loss or damage when no one is in **your vehicle** unless
  - a** all windows, doors, roof openings and hood are closed and locked
  - b** all keys or devices are kept securely away from **your vehicle** by **you** or the driver of **your vehicle**
  - c** all **personal belongings** are in a locked boot, or a glove compartment
- 5** the cost of reinstating data from portable audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems.

## Section 7 – Right of recovery

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

## Section 8 – Geographical limits and European travel

### Geographical limits

We will provide **insurance** as set out in the **policy**, **your** schedule and the **certificate of insurance** while **you** are travelling in or between,

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

### 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 the 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 level of cover in Great Britain will be provided.

### European travel

If **you** are traveling 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.

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

### Customs duty

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

## Section 9 – No claims discount (NCD)

If **you** do not make a claim under **your policy**, **your** annual renewal premium will be reduced as detailed in the following table:

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

Please note that no claim discounts will not be earned on policies that are in force for less than 12 consecutive months.

If **you** make a claim under **your policy**, **your** no claims discount will be reduced as shown in the table below:

NCD at policy start date or previous renewal	NCD following a claim or claims		
	One claim	Two claims	Three claims
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 years or more	3 years	1 year	Nil

**Your** no claims discount cannot be transferred to anyone else.

**Your** schedule will show the current level of no claims discount **you** are entitled to.

Third parties may claim directly against **us** as **your** insurer in the event of an accident involving **your vehicle**, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. Where necessary **we** will deal with any claim, subject to the terms and conditions of **your policy**. This could affect **your** no claims discount.

If a claim is made which is not **your** fault and **we** have to make a payment, unless **we** can recover all sums paid, **we** will reduce **your** no claims discount.

No claims discount is only accrued where **your vehicle** has been covered on the **policy** for 12 consecutive months.

If more than one vehicle is insured with **us** no claims discount will be accrued separately.

### No claims discount protected

If **you** have chosen to protect **your** no claims discount and paid an extra premium for this **we** will only reduce **your** no claims discount when **you** renew if **you** have made more than one claim that would have affected **your** no claims discount during the current **period of insurance**.

## Section 9 – No claims discount (NCD) *continued*

When **you** renew, **your** no claims discount will be reduced as shown in the table below.

Number of claims	NCD at renewal
Two	3 years
Three	1 year
Four or more	Nil

At any subsequent renewal **you** will be subject to our standard no claims discount scales and terms. **You** can choose to protect **your** no claims discount again once **you** have regained at least 5 years no claims discount.

# 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. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance  
Commercial Complaints  
PO Box 26  
Haverhill  
Suffolk  
CB9 8ER

**Tel:** 0845 900 4185

**Email:**

commercial.complaints@axa-insurance.co.uk

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

- n Name address and postcode, telephone number and e-mail address (if **you** have one).
- n **Your policy** and/or claim number, and the type of **policy you** hold.
- n The name of **your** insurance agent/firm (if applicable).
- n 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, or if **you** have not received **our** final response within eight weeks of telling **us** about **your** complaint, **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.

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

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

**Tel:** 0800 023 4567\*

**Tel:** 0300 123 9123\*\*

**Fax:** 020 7964 1001

**Email:**

complaint.info@financial-ombudsman.org.uk

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

## Our promise to you

**We will**

- n Acknowledge written complaints promptly.
- n Investigate **your** complaint quickly and thoroughly.
- n Keep **you** informed of progress of **your** complaint.
- n Do everything possible to resolve **your** complaint.
- n Acknowledge when **we** have made a mistake and learn from them.
- n Use the information from complaints to continuously improve **our** service.

\* 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

## 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 and the Prudential Regulation Authority

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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)**



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