

# policy document / **vanfirst**



Vehicles  
up to 3.5 tonnes  
Gross Vehicle Weight

**great service and  
better benefits**

NI February 2016



Here to help

redefining / standards



# useful phone numbers



## claims

If you need to claim, or if you need breakdown assistance please call our 24-hour claims helpline on:

**0345 828 2823**



# welcome to your AXA light commercial vehicle insurance policy

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world. Here in Northern Ireland, we meet the motor insurance needs of thousands of people.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact your Broker (if any) or your local AXA Branch.

## here to help

Please look out for the 'Here to help' mark. It will help you find your way round our policy document and let you know about information.



Here to help

## need to find something quickly?

<b>If the question is...</b>	<b>then look at page</b>
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**Here to help**

## and if your question is one of these...

I want to change my vehicle, how do I do this?	
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What do I do if I want to add or delete drivers?	
I've moved house, do I need to let you know?	
I'm changing jobs, is my insurance cover affected?	
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**Please contact your Broker (if any) or your local AXA branch and we will give you the answer**

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## caring for you

There may be times when you feel you do not receive the service you expect from us. This is our complaints process to help you.

- In the first instance, please contact your local AXA branch or Broker (if any).
- If you are still unsatisfied, write to AXA Insurance, Customer Care, Freepost Bel 2531, Belfast BT1 1BR.
- For a complaint about your claim, contact our claims action line on 0345 828 2823.  
If we cannot sort out your complaint, you can contact our Customer Care Department on 0800 039 1970 or email [axacustomercare@axa.ie](mailto:axacustomercare@axa.ie)

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR

Financial Ombudsman Service - Customer helpline  
Monday to Friday – 8am to 8pm  
Saturday – 9am to 1pm

0800 023 4 567 - calls to this number are normally free for people ringing from a “fixed line” phone – but charges may apply if called from a mobile phone  
0300 123 9 123 - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

These numbers may not be available from outside the UK – so please call from abroad on +44 20 7964 0500.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Our promise to you

- We will reply to your complaint within five working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

# Financial Services Compensation Scheme (FSCS) /

AXA Insurance Limited is 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)).

## definitions

Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.



Here to help

**Approved Repairer** – A network of approved repairers who can be contacted through your local AXA office.

**Certificate of insurance** – Evidence of your motor insurance that we issue. It shows who is covered to drive your vehicle and the purposes for which it can be used.

**Endorsement** – An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

**Europe** – Any member state of the European Union and any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

**Excess** – The first part of any claim which you have to pay.

**Market value** – The amount you would have got for your vehicle if you offered it for sale.

**Misrepresentation** – Where a false statement of fact is made from one party to another and has the effect of inducing that party into a contract.

**Period of insurance** – the period for which we have accepted your premium.

**Personal belongings** – Clothes and personal items you own or are looking after.

**Policy** – The contract of insurance between you and us.

**Schedule** – A document which gives your details and the cover provided by your policy. The schedule forms part of this policy.

**UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**We, our, us** – AXA Insurance Limited (excluding section 12).

**You, Your** – The policyholder named in the schedule and the motor insurance certificate including parties jointly described.

**Your vehicle** – Any motor vehicle whose registration number appears on a valid certificate of insurance under this policy.

## claims procedures

had an accident? don't panic!  
here's what to do.

### The law

By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give your name, address and insurance details to anyone with good reason to ask.

### How to help us help you

Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.

Get the other vehicle(s) registration number(s). A diagram of the accident scene is often helpful. Try to draw one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses.

Never admit blame or liability for an accident or offer to pay for any damage. Please tell us if any other person admits blame. Even if you do not plan to make a claim, please call our claim line on 0345 828 2823. We can usually get all the information we need in one phone call, but sometimes we may ask you to fill in a claim form.

## **Vehicle crime – beat the criminals**

### **Don't give criminals an easy ride**

Vehicle crime makes up 20% of all recorded crimes in the UK. But most can be prevented – and it's in your interest and ours to take some simple precautions.

### **Most things are common sense.**

- Glass etchings (having your vehicle's registration number or chassis number engraved onto your glass) is proven to deter thieves. Contact your local Autoglass branch for free glass etching.
- Never leave valuables on view in the vehicle.
- Use good-quality locks and security devices.
- Never leave your keys in the ignition, even for a moment!
- Remove CD players, radios, portable satellite navigation devices and keep personal belongings from view.
- Park in a secure place if you can. If you have a garage, use it and lock it.
- Do not leave your spare car keys at home in any place where a burglar can easily find them, such as on a shelf or hook. Thieves often break into houses just to steal the vehicle.
- For more information, ask the crime prevention officer at your local police station or visit: [www.crimereduction.gov.uk/crimeprevention/vehiclecrime](http://www.crimereduction.gov.uk/crimeprevention/vehiclecrime)

# your policy wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that the law of Northern Ireland will apply.

The cover you have bought has many benefits to give you peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

Your policy includes:

- the policy wording in this booklet;
- the current certificate of motor insurance;
- the schedule that has your details and the cover that applies; and
- any endorsement which applies.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in or between Northern Ireland, Republic Of Ireland, Great Britain, Isle of Man and Channel Islands.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance Limited



Phil Bradley

Chief Executive

AXA Insurance Limited

Registered number 136155

Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

# general conditions

You must keep to the following conditions to have the full protection of your policy. If you do not keep to them, we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim we pay.

## 1 Cancelling the policy

To cancel the policy, return your certificate of insurance with a written request to: your Broker, (if any) or your local AXA branch.

When we receive your certificate, if there has been no claim or incident likely to give rise to a claim during the current period of insurance, we will work out a refund on the following basis.

- If you have had continuous cover for more than 12 months, we will work out the percentage of premium for the period you have been insured and refund any balance providing no claims have been made on your policy.
- If you cancel within the first 14 days after receiving the policy documents within the first year of insurance, we will refund your full premium providing no claims have been made on your policy.
- If you cancel after the first 14 days after receiving the policy documents and within the first year of insurance, we will refund your premium based on the figures in the table below.

Period which your policy is in force	Percentage of premium returned
0 to 14 days	100%
15 to 30 days	85%
31 to 60 days	75%
61 to 90 days	65%
91 to 120 days	55%
121 to 150 days	45%
151 to 180 days	40%
181 to 210 days	30%
211 to 240 days	25%
241 to 270 days	15%
271 to 300 days	10%
Over 300 days	Nil

We will not refund your premium in respect of your motor rescue cover.

We will not refund any premium under £12.

If a claim has been made or there has been any incident likely to give rise to a claim during the current period of insurance, we will not refund your premium.

We will not refund your premium if you are paying it under an instalment scheme (unless we are paying back any overpayment).

We can cancel this policy immediately if you do not pay the premium or miss a payment under an instalment scheme.

You must send us the certificate of insurance.

We may cancel this policy by giving you 7 days' notice by registered letter to your last known address and to the Department of the Environment for Northern Ireland. You must then send us the certificate of insurance.

## 2 Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building-society account, you must keep your payments up to date. If you do not pay your instalments, we will withdraw the option to pay by instalments or cancel the policy (or both).



Here to help

## 3 Handling claims against you

We may take over and deal with the defence or settlement of any claim in the name of the insured driver.

## 4 Changes to your policy

You must tell us or your Broker (if any) immediately about any:

- change of vehicle or any other vehicle you buy or take ownership of,
- change of address and/or occupation;
- convictions, pending prosecutions or any penalty points which apply to you or any other driver of your vehicle;

- ➔ person permitted to drive have had any restriction placed on the term of their licence for medical reasons by the DVLANI;
- ➔ modifications or alterations to your vehicle; change in use or in the main user change in use or in the main user; or other important changes.

If you are in any doubt whether certain facts are important, please ask us.

If a change to your policy results in an extra premium of less than £12, we will not charge you for it.

If a change to your policy results in us refunding any premium of less than £12, we will not refund it to you.

## **5 Claims procedure**

If there is an accident, you must immediately do whatever you can to protect the vehicle and its accessories. You or your legal representative must give us full details by phoning the claims helpline 03458 282823 as soon as possible, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing.

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

You should not take any action that is likely to prejudice our rights as your Insurer to validate a claim presented under your policy.

If your vehicle is stolen, you must tell us as soon as possible by phoning our claims helpline on 0345 828 2823. You must also tell the police.

You must give us or our appointed representative all information and assistance required.

## **6 Looking after your vehicle**

You must do all you can to prevent injury to other people and protect your vehicle and keep it in a road worthy condition. If you do not do this, your right to claim under your policy may be affected. You must let us examine your vehicle at any reasonable time if we ask to do this. You should ensure that:

- your vehicle, vehicle windows are locked and security devices activated when your vehicle is unattended.
- tyres on your vehicle are within the legal requirements.
- you put personal belongings out of sight when your vehicle is unattended.
- you have a valid MOT certificate where appropriate.

If you do not do so, we reserve the right not to pay the claim.

## **7 Other insurance**

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

## **8 Getting our claims costs back**

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may get that payment back from you or from the person responsible.

## 9 Misrepresentation and Deception

### Definitions:

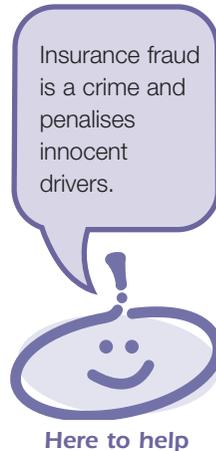
**Misrepresentation is when someone makes a false statement to another person to encourage that person to enter into a contract.**

**Deception is when someone gains something, by making someone else lose something.**

**You must not act in a fraudulent way.**

**We will take the action shown below if you or anyone acting for you:**

- **fails to reveal or hides a fact that is likely to influence whether or not we accept your proposal, your renewal or any adjustment to the policy.**
- **fails to reveal or hides a fact that is likely to influence the cover we provide.**
- **makes a statement to us or anyone acting on our behalf, knowing the statement is not true.**
- **sends us or anyone acting on our behalf a document, knowing the document is false.**
- **makes a claim under the policy, knowing the claim is false or misleading or;**
- **makes a claim for any loss or damage you caused deliberately or knew about.**



**This action applies as well as our other rights:**

- **We will not pay a claim.**
- **We will not pay any other claim which has been or will be made under the policy.**
- **We may declare the policy void (in other words, we can treat it as if it has never existed).**
- **We will be entitled to recover from you the amount of any claim we have already paid under the policy.**
- **We will not return your premium.**
- **We may let the appropriate law enforcement authorities know about the circumstances.**

**If you commit a fraudulent act on any other policy then we may:**

- **cancel that policy or declare it void from inception.**
- **cancel that policy immediately and return any premium owed to you.**
- **not pay any claims that has been or will be made under that policy.**
- **be entitled to recover from you the total amount of any claim already paid under that policy including any recovery costs.**
- **Inform the Police of the circumstances.**

## **10 Arbitration**

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Ombudsman Service (see on page 4 for contact details).

If the Financial Ombudsman Service will not deal with the disagreement, you have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

## **11 Payment**

Any money paid under this policy will be paid in sterling.

## **12 Drugs and alcohol**

If your vehicle is involved in an incident and arising from its use, you or any person insured is convicted of a driving offence involving alcohol or drugs then cover under section 1 will not apply.

We reserve the right to recover under section 1 any amounts we have paid to cover any claims from the accident from you or any person driving.

## **13 Keep to the policy conditions**

We will only provide the insurance described in this policy if:

- the information you gave on your proposal form and declaration is correct and complete; and
- you or anyone claiming protection has kept to all its conditions.

# section 1:

## loss and damage to your vehicle

Your schedule will show if you have this cover.

This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.

### **What is covered?**

We will pay for:

- loss of or damage to your vehicle, and its accessories while in your vehicle, up to the market value of your vehicle;
- the reasonable cost of protecting and removing your vehicle to the nearest competent repairer; and
- if your vehicle is repaired, the reasonable cost of delivering your vehicle back to your address in Northern Ireland.

This will involve:

- repairing your car in an AXA Approved Repairer or one of your choice; or
- replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- paying the cost of the loss or damage to you or the legal owner if we are told that your vehicle belongs to someone else.

We will choose which option is appropriate.

If your vehicle is stolen and is not found or, after being found is not worth repairing, we will pay you the market value of your vehicle, including accessories and spare parts at the time they are lost, stolen or damaged.

### **Salvage (if your car is written off)**

We will settle your claim by replacing your car or by paying the market value (or purchase price of your car whichever is the lower) of your car before it was damaged. As part of settling your claim, your car will become our property and you must send us the vehicle licensing document.

### **Replacing your vehicle with a new one**

Please check your schedule as you may not have this cover.

We will settle your claim by replacing your vehicle with a new one of the same

make, model and specification if the vehicle is:

- stolen and not recovered within 28 days; or
- damaged so that repairs will cost more than 60% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage.

We will only do this if:

- the loss or damage happens before your vehicle is one year old;
- you have owned the vehicle or hired it under a hire-purchase agreement since it was first registered as new; and
- you, and anyone else we know who has an interest in your vehicle, agree.

If a replacement vehicle of the same make, model and specification is not available, the most we will pay is:

- the market value of your vehicle and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of your vehicle when you bought it less 10%; whichever is higher. (We will not pay more than the original purchase price of the vehicle.)

## What is not covered under this section of the policy.

### Excess

You will not have to pay an excess if the loss or damage is caused by fire, theft or attempted theft, unless otherwise stated in your schedule. You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section. The excess amount applying to your policy will be shown in your schedule, in addition to which there are young and inexperienced driver excesses which are shown across:

**We** don't want any misunderstanding, so the things **we** don't cover are clearly shown in **PURPLE** against a light-purple background.



Here to help

## Section 1: Loss and damage to your vehicle continued

### Young and Inexperienced Drivers Excess

You must pay an amount towards a claim for all loss or damage to your Vehicle. The following table shows the amount you pay:

When the driver is	Amount you pay
Aged under 21 years old	£500
Aged 21 -24 years old	£300
Aged at least 25 years old with a licence to drive the vehicle which is:	
• A provisional licence or,	£150
• A full licence but held for less than one year	£150

This amount is in addition to any excess shown on the policy schedule.

### You are also not covered for the following

- Loss of use or any other resulting loss.
- Reduction in your vehicle's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another vehicle.
- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage to your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.
- Loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.

An excess is the part of the claim you have to pay.



Here to help

### **You are also not covered for the following (cont'd)**

- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- Loss or damage to any permanently fitted radio exceeding £500 or 10% of the market value of your vehicle, whichever is the less. Any payment will be limited to the market value of the radio at the loss.
- The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
- Loss resulting from repossession of the vehicle or restitution to its rightful owner.
- Loss of or damage resulting:
  - (a) from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached to it, except for loss or damage arising directly from fire, self-ignition or explosion or by theft or attempted theft.
  - (b) while the body of such vehicle is in or being raised or tilted to or returning from a tipping position, unless such damage is due to collision with any vehicle.
- Loss or damage to anything in or on your vehicle other than its accessories or spare parts.

## section 2: glass breakage

Your schedule will show if you have this cover. A claim under this section will not affect your no claims discount.

We will pay for broken or damaged windscreens or windows of your vehicle and the bodywork being scratched as a result of the glass breaking, up to the limit shown on your schedule.

If you use a replacement windscreen provider who is not approved by us, the maximum we will pay is £100.



Please check your schedule as you may not have this cover.

Here to help

### What is not covered under this section of the policy

- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.

## section 3: towing and trailer cover

Your schedule will show if you have this cover.

### **Unspecified third party trailer cover.**

Section 4 of this policy applies when your vehicle is towing a trailer if this is allowed by law.

Provided such trailer is

- a) attached to your vehicle
- b) detached from your vehicle and provided that:
  - (i) Such trailer at all times remains in your care, custody or control
  - (ii) Such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

This section also applies to the towing of a broken-down vehicle.

### **We will not pay claims:**

- if you are being paid to tow the trailer or vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.
- for death, injury or damage because of operating any mobile plant or trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Legislation.

## Section 3: Towing and trailer cover continued

### **Specified trailer cover:**

#### **Specified third party trailer cover**

Your schedule will show if you have this cover.

Section 4 of this policy covers:

any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

- (a) Whilst such trailer is attached to your vehicle
- (b) Whilst such trailer is detached from your vehicle provided that:
  - (i) such trailer at all times remains in your care, custody or control
  - (ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

#### **Specified loss or damage to your trailer.**

Your schedule will show if you have this cover.

Section 1 of this policy, Loss or damage to your vehicle, covers:

any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

Section 4 of this policy, Liability to others, will also cover such trailer as defined above

- (a) Whilst such trailer is attached to your vehicle
- (b) Whilst such trailer is detached from your vehicle provided that:
  - (i) such trailer at all times remains in your care, custody or control
  - (ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

# section 4:

## liability to others

### 1 Cover for you

We will pay all amounts you legally have to pay as a result of negligently using your vehicle and any trailer being towed by it, if you cause the

- accidental death of, or bodily injury to, any person,
- damage to property up to the amount shown in your schedule,
- costs and expenses as mentioned in this section.

### 2a Cover provided for other people

If you ask us to, we will give the following people the same 'liability to others' cover under this section we give you under 1.

- Anyone you allow to drive your vehicle who is covered to drive it under the certificate of insurance.
- Any person using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of your vehicle.
- Your employer or business partner, as long as your vehicle is not owned by or hired to either your employer or business partner and your vehicle is being used for a purpose that is allowed under your certificate of insurance and your employer is not covered under another policy.

### 2b Your legally-appointed representatives

After the death of anyone insured under this policy, we will protect that person's estate against any loss they would have had if we insured that liability under this policy.

### 3 Legal fees and expenses

If we give you our written permission, we will pay for solicitor's fees to represent anyone insured under this policy at any coroner's inquest, fatal accident inquiry or to defend anyone insured under this policy in a court of summary jurisdiction for any accident which might give rise to a claim under this section of this policy.

## Section 4: Liability to others continued

### **Proceedings for manslaughter or causing death by reckless driving**

We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover.

- You must ask us to provide the cover.
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- The accident which caused the death or deaths must have happened in Ireland or the UK.

### **4 Indemnity to Hirer**

The Company will indemnify any hirer, but only in respect of negligence attaching to you or any employee of yours in respect of the vehicle mentioned on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

### **5 Indemnity to Principal**

The Company will indemnify any Principal, but only in respect of negligence attaching to you or any employee of yours or any person whose driving is covered on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

### **6 Application of Limits of Indemnity**

If more than one person is insured by this policy any limit on the amount the Company will pay applies to the aggregate amount to be paid and you will have priority over any other person insured.

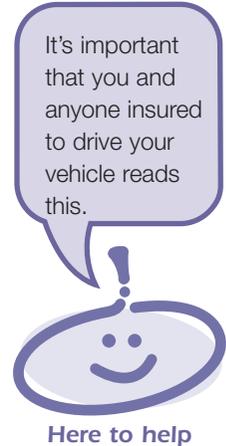
## 7 Emergency Treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises.

A payment made under Paragraph 7, Emergency Treatment will not affect your no claims discount.

### What is not covered under this section of the policy.

- Anyone driving your vehicle who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence.
- Anyone who is insured under another policy.
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your vehicle.
- Damage to any vehicle being driven or used by a person claiming cover under this part of the policy.
- Anyone insured by this policy who does not keep to its conditions.
- Anyone employed in the motor trade driving your vehicle because it is being overhauled, repaired or serviced.
- Death or bodily injury to anyone driving or in charge of your vehicle.
- Death or bodily injury to any person employed by a person insured sustained while in the course of that employment, except insofar as is necessary to meet the requirements of Road Traffic Legislation.



## Section 4: Liability to others continued

- Death, bodily injury or illness to any person caused by or arising out of;
  - (a) poisoning of any kind or foreign or deleterious matter in food or drink.
  - (b) anything harmful in the condition of the goods supplied at or from your vehicle or the defective condition of the container of such goods.
  - (c) anything harmful or defective in any treatment given at or from your vehicle.
  - (d) professional technical trade advice given at or from your vehicle.
- Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to such vehicle for loading on it or the taking away of a load from such vehicle after unloading from it by the driver or attendant of your vehicle.

## section 5: foreign use

### **Temporary Use in Europe.**

The minimum cover required to comply with the laws relating to the Compulsory Insurance of Motor Vehicles applies while the vehicle is used in Europe (or in transit by sea between any ports therein).



## section 6: our right of recovery

If by law we have to make a payment that would not be covered under this policy, you will have to refund the amount to us.

## section 7: no-claims discount

If you do not claim during the current period of insurance, we will give you a discount from your premium according to the table shown below. We will not discount any premiums for any optional extra cover. We will give you this discount for each claim-free year up to the maximum entitlement.

Number of years claim-free driving	Percentage discount allowed
0	0%
1	20%
2	30%
3	40%
4	50%
5	60%

If you have to make a claim, we will reduce the discount that last applied to your premium at the next renewal according to the following table.

Discount at last Anniversary	A single Claim	Two Claims	Three or more Claims
20%/30%	Nil	Nil	Nil
40%	20%	Nil	Nil
50%	30%	Nil	Nil
60%	40%	20%	Nil

If we make payments that we have not claimed back from another person, the claim will count against your no-claims discount even if you were not at fault. We may decide not to claim back from another person, or may claim without success.

For no-claims discount purposes a period of insurance is one year between the beginning of the policy and the date you renew it, or between renewal dates. You cannot transfer your no-claims discount to anyone else.

**Your no-claims discount will not be affected by:**

- payments under section 1 for fire and theft claims unless shown on your policy schedule;
- payments made under section 2 Glass Breakage;
- payments for emergency treatment the law says we must pay; and
- payments (together with associated costs and expenses) which we later get back in full.

We will ask you to renew this policy before the renewal date. If you make a claim just before you next renew your policy, this may not be reflected in our offer for you to renew cover. If this happens, you can ask us to change our offer of renewal, or wait until the following renewal date for that claim to be taken into account. We may change these scales at any renewal date.

A reported incident may not give rise to a claim. However, we reserve the right to decide at what stage the incident may be considered one which will not give rise to a claim. At this stage your No Claims Discount will be reinstated.



# section 8: protected no claim discount

## No Claims Discount Protection

Your schedule will show if you have this cover.

This cover allows you to make up to two claims in a three year period without reducing your no-claim discount.

We will treat a third claim as one claim and we will reduce your no-claim discount in line with the step back scale applicable at the time of renewal. Once you make a third claim, we will remove the protection for later claims and you will not qualify for protection for at least three years.

(Protected No Claims Discount)

Discount at last Anniversary	A Single Claim	Two Claims	Three Claims	Four Claims	Five Claims or more
60%	60%	60%	40%	20%	00%

Although you can protect your No Claims Discount, your premium may increase if:

- you make unreasonably large or excessive claims;
- you receive motoring convictions, or,
- we decide it is necessary for any other reason.

## section 9: extra benefits

*This is separate and optional cover you can buy for an extra charge. Your schedule will show if you have chosen this cover.*

**A claim under this section will not affect your no-claims discount.**

### Benefits

#### Part A - Van hire

If your vehicle is out of use due to loss or damage by accident, fire or theft, we may:

- provide you with a replacement vehicle; or
- pay towards you hiring a vehicle (up to £30 a day including VAT). Our assessor will decide the length of this benefit but it will last no more than 7 days.



#### What is not covered

We will not pay this benefit if repairs to your vehicle are delayed while a part is being imported from outside the European Union.

#### Part B - Replacement locks

We will pay you up to £500 towards replacing locks and alarms for your vehicle, if the keys for it are stolen from:

- your home if force or violence have been used to get into or out of your home;
- any hotel or guest house at which you plan to spend the night following theft involving force or violence to get into or out of your room or
- any other private home at which you plan to spend the night following theft involving force or violence to get into or out of that home.

**We will not pay:**

- if your keys are stolen by deception or fraud, or taken by a member of your family who normally lives with you;
- any loss where the keys are recovered before the locks and alarms, are replaced; or
- for any loss, if you do not report the theft of keys immediately to the PSNI or proper police authority, and (in the case of a hotel or guesthouse) to the owners. You will need to provide proof you have given this notice.

# section 10:

## motor rescue

A claim under this section will not affect your no-claims discount.

For this section 'you' will mean any driver who is driving your vehicle who is covered under this policy of insurance.

### What is covered

We will arrange and pay the benefits set out on the next page if your vehicle cannot be driven as a result of the following within Northern Ireland, Republic Of Ireland, Great Britain, Isle of Man and Channel Islands:

- electrical or mechanical breakdown;
- the vehicle does not start;
- accident or fire;
- theft, attempted theft or malicious damage;
- punctures where you need help to replace or repair a wheel;
- loss or theft of keys;
- breakage of keys in the lock, or keys locked into the vehicle; or
- loss of, or running out, of fuel.

If you have bought motor rescue you must use this number **0345 828 28 23**.

We suggest you put this number in your mobile phone immediately.

We will not pay any expenses you may have to pay if you have not called the emergency number first.



Here to help

## **Benefits**

### **1 Roadside and Driveway Assistance –**

We will send a repairer to help you. If repairs are possible, we will provide up to one hour's labour to repair your vehicle, as long as the repair is carried out at the scene.

**2 Towing –** We will cover the cost of towing your vehicle, for up to 15 miles, from the breakdown site.

**3 Passing on a message –** We will pass on any relevant messages for you.

**4 Completing the journey –** If repairs to your vehicle cannot be completed on the same day, we can undertake to the following arrangements for you and your passengers (but not hitch-hikers) in your vehicle:

- (a) Accommodation,
- (b) Alternative Transport.

**We will not be responsible for the cost of accommodation or alternative transport.**

## **Exceptions**

1. We will not be liable:

For any liability or consequential loss arising from anything performed or not performed in the execution of the services provided by this endorsement

2. We will not be liable to pay expenses:

- (a) Which are recoverable from any other source,
- (b) Incurred in relation to hitch-hikers being transported in your vehicle,
- (c) Arising where the driver of the vehicle is under the influence of drugs, toxicants, or narcotics or where his or her blood-alcohol level exceeds that permitted by the laws of the country where the vehicle is being used,
- (d) For the cost of any parts, keys, lubricants, fluids, or fuel required to restore a vehicles mobility.

3. We will not be liable in respect of:
  - (a) The contravention of regulations relating to the carriage of persons, animals, or objects in any vehicle where such contravention was a contributory cause of the accident or event causing the claim.
  - (b) The participation by any Beneficiary in:
    - (i) competitions, rallies or trials.
    - (ii) sports,
    - (iii) criminal conduct
    - (iv) wagers or challenges
  
4. We will not be liable in respect of:
  - (a) Events caused by fuels, minerals, essences or any other flammable materials, explosives or toxins transported in the vehicle.
  - (b) Any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or of the default of any supplier, agent or other person, or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.
  
5. We will not be liable in respect of:

Any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by you.
  
6. We will not be liable in respect of:

Any damage done to your vehicle sustained because a forced entry to it is required to provide you with assistance. You may be asked for a separate declaration acknowledging this.

## Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
3. In the event of cancellation of the policy by you, no return of the premium shall be allowed in respect of the Assist portion of the premium.
4. Vehicles eligible for assistance will be restricted to commercial vehicles up to 2 tons carrying capacity as allowed under the manufacturers specifications.
5. In the event of theft, or attempted theft of the vehicle, the benefits listed above are not available unless the matter is immediately reported to the PSNI or the appropriate police authority.
6. Any parts, including the battery, found to be defective shall be replaced by you as soon as possible after discovery of the defect.
7. If, in the opinion of the repairer attending your call for assistance, either you or the driver of your vehicle is under the influence of alcohol or drugs, assistance of any kind may be refused.

# section 11:

## personal accident, medical expenses, clothing and personal effects

*Your schedule will show if you have this cover.*

### Personal Accident

If you suffer accidental bodily injury in direct connection with your vehicle, or while getting into or out of, or travelling in any other vehicle; or  
If any other person suffers accidental bodily injury while getting into or out of, or travelling in your vehicle;

and the injury results directly and independently of any other cause within 3 months, we will pay the relevant benefits as follows:

	You and members of your family normally living with you	Others
Death	£5,000	£5,000
Total and irrecoverable loss of sight in an eye	£5,000	-
Loss by severance of an entire hand or foot	£5,000	-

We will pay benefits only for persons between their 16th and 75th birthdays at the time of injury.

The maximum payment for any person is £5,000.

Payment for death will be made to the deceased's personal representative.

### Medical Expenses

If you or any driver of, or anyone in, your vehicle suffers accidental bodily injury in direct connection with it, we will pay you up to £200 for each person for medical expenses.

## **Clothing and Personal Effects**

We will pay you up to £175 for clothing or personal effects carried in your vehicle if they are lost or damaged caused by accident, fire, theft or attempted theft.

### **We will not pay for:**

- money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
- tools, equipment, goods or samples, carried in connection with any trade or business or property insured by another insurance policy: or
- damage caused by wear and tear, deterioration, moths or insects.

# section 12:

## legal expenses cover

### Legal Expenses

When specified on the current schedule attached to the policy, this section only applies to commercial vehicles with a gross vehicle weight (GVW) up to 3.5 tonnes. The cover provided by this section is underwritten by AXA Assistance. Any claims under this Section should be sent to: AXA Assistance, Unit 13 Kilmartin N6 Centre, Dublin Road, Athlone, Co. Westmeath. Telephone: 00 353 90 6486376.

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses. We normally recover your uninsured losses by appointing a solicitor to handle your claim. In most cases, we will choose the appointed solicitor for you. Claims outside Northern Ireland may be dealt with by AXA Assistance offices elsewhere in Europe.

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved. If you are prosecuted for a motoring offence, we will appoint a solicitor to represent you.

### Legal Expenses Cover

We agree to provide the cover in this endorsement, keeping to the terms, conditions and exclusions as long as:

- ➔ the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- ➔ any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- ➔ in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

## Section 12: Legal expenses cover continued

### Definitions

<b>We, us, our</b>	Means AXA Assistance UK.
<b>Insured Person</b>	Means You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this endorsement must have your agreement to claim.
<b>Insured Vehicle</b>	Means the vehicle (up to and including 3.5 tonnes GVW) specified in the motor insurance policy issued with this endorsement. It also includes any trailer attached to this vehicle.
<b>Appointed Lawyer</b>	Means the lawyer, or other suitably qualified person, who has been appointed to act for an insured person under Condition 2 of this endorsement.
<b>Legal Costs</b>	Means all reasonable and necessary costs charged by the appointed lawyer on a party/party basis. Also the costs incurred by opponents in civil cases if an insured person has to pay them, or pays them with our agreement.
<b>Territorial Limits</b>	Means the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Switzerland and Serbia, Turkey (West of the Bosphorus).
<b>Date of</b>	Means the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of occurrence is the date of the first of these events.

## **Insured Incidents**

We will negotiate for the following.

### **1. Accident Loss Recovery and Personal Injury**

To recover an insured person's uninsured losses and costs after an event which:

- (a) causes damage to the insured vehicle or to personal property in it; or
- (b) injures or kills an insured person while he or she is in or on the vehicle; or
- (c) injures or kills you while you are driving another motor car or motor cycle; or
- (d) injures or kills you or any member of your family (who also live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

### **2. Motor Legal Defence**

To defend an insured person's legal rights if an event leads to the prosecution of an insured person for an offence connected with the use or driving of an insured vehicle but not a parking offence or an offence which suggests dishonesty by the insured person.

For either insured incident we will help in appealing or defending an appeal provided that the insured person tells us that he or she wants us to appeal within the time limits allowed. Before we pay any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed. If an appointed lawyer is used we will pay the legal costs for this.

The most we will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000.

## Section 12: Legal expenses cover continued

### **Exceptions**

1. Any claim reported to us more than 180 days after the date an insured person should have known about the insured incident.
2. Any legal costs that are incurred before we agree to pay them.
3. Any claim relating to a contract involving the insured vehicle.
4. The insured vehicle being used by anyone who does not have valid motor insurance.
5. Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
6. Any disagreement with us that is not in Condition 7.
7. Any legal action an insured person takes which we or the appointed lawyer have not agreed to or where the insured person does anything that hinders us or the appointed lawyer.
8. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## Conditions

1. An insured person must:
  - a. Keep to the terms and conditions of this endorsement.
  - b. Take reasonable steps to keep any amount we have to pay as low as possible.
  - c. Try to prevent anything happening that may cause a claim.
  - d. Send everything we ask for, in writing.
  - e. Give us full details of any claim as soon as possible and give us any information we need.
  
2.
  - a. We can take over and conduct, in the name of an insured person, any claim or legal proceedings at any time before an appointed lawyer is appointed. We can negotiate any claim on behalf of an insured person.
  - b. If we agree to start legal proceedings, or if there is a conflict of interest, an insured person can choose an appointed lawyer by sending us the lawyer's name and address. We may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of appointed lawyer, another lawyer can be appointed to decide the matter (see Condition 7).
  - c. Before an insured person chooses a lawyer, we can appoint an appointed lawyer.
  - d. An appointed lawyer will be appointed by us and represent an insured person according to our standard terms of appointment. The appointed lawyer must co-operate fully with us at all times.
  - e. We will have direct contact with the appointed lawyer.
  - f. An insured person must co-operate fully with us and with the appointed lawyer and must keep us up-to-date with the progress of the claim.
  - g. An insured person must give the appointed lawyer any instructions that we ask for.
  
3.
  - a. An insured person must tell us if anyone offers to settle a claim.

## Section 12: Legal expenses cover continued

- b. If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
    - c. An insured person must not negotiate or agree to settle a claim without our approval.
    - d. We may decide to pay an insured person the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
  4. (a) If we ask, an insured person must tell the appointed lawyer to have legal costs taxed, assessed or audited.
    - (b) An insured person must take every step to recover legal costs that we have to pay and must pay us any legal costs that are not recovered.
5. If an appointed lawyer refuses to continue acting for an insured person, or if an insured person dismisses an appointed lawyer, the cover we provide will end at once, unless we agree to appoint another appointed lawyer.
6. If an insured person stops a claim without our agreement, or does not give suitable instructions to an appointed lawyer, the cover we provide will end at once.
7. If we and an insured person disagree about the choice of an appointed lawyer, or about the handling of a claim, we and the insured person can choose another lawyer to decide the matter. We must both agree to this in writing. If we cannot agree with the insured person about the choice of the second lawyer, we will ask the President of the Law Society of Northern Ireland to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
8. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this endorsement did not exist.

9. This endorsement will be governed by the law of Northern Ireland.

### **Helpline Services**

We provide these services 24 hours a day, 7 days a week during the period of insurance.

### **Legal Advice Service**

We will give an insured person confidential legal advice over the phone on any personal legal problem under the laws of the Northern Ireland or Great Britain. To access this service telephone 00353 1 8658807 and quote "AXA Assistance".

### **Drivers' Assistance Service**

We will arrange help for an insured person if the insured vehicle cannot be driven because of an accident or breakdown in the Republic of Ireland or the United Kingdom. We will ask a contractor to help, but the insured person must pay the contractor's costs, including call-out charges. We will not accept responsibility if the Helpline Services fail for reasons we cannot control.

To help us check and improve our service standards, we record all calls.

Please do not phone us to report a general insurance claim.

AXA Assistance UK is regulated by The Financial Services Authority.

# general exceptions



- 1 This policy does not apply when your vehicle:
  - is being used for purposes that are not shown in your certificate of insurance;
  - is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
  - is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
  - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
  - is towing a trailer, or other vehicle for a payment; or
  - is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.
  
- 2 This policy does not cover anyone who does not meet the policy terms and conditions.
  
- 3 This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.
  
- 4 This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
  - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

- 5 This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:
- a War, riot, revolution or any similar event.
  - b Any government, public or local authority legally taking or destroying your property.
  - c Any act of terrorism.  
We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.
- 6 This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.
- 7 This policy does not provide cover for any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of:
- a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
- 8 This policy does not provide cover for any accident, injury, loss, damage or liability whatsoever while your vehicle is operating as a tool of trade, and such vehicle or plant forming part of such or attached to its designed to operate as a tool of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).
- 9 This policy document replaces any previous policy documents issued by AXA Insurance.

## claims and underwriting exchange register

Insurers pass information to the Claims and Underwriting Exchange Register, run by the Insurance Database Services LTD (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers.

It is a condition of the policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database. Under the conditions of your policy, you must tell us about any incident (such as accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers. Customers in Northern Ireland, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers' Bureau may search the MID to obtain relevant policy information.

Persons 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. You can find out more about this from us, or at [www.miic.org.uk](http://www.miic.org.uk).

# questions, complaints? / we're here to help.

- ➔ If you have questions or complaints please contact your Broker (if any) or local AXA branch.
- ➔ For help with claims, ring us on **0345 828 2823**

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