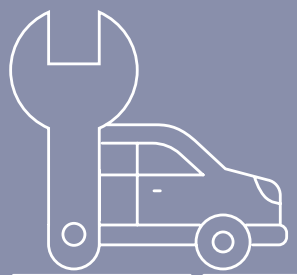




NI Customers
April 2021

Motor trade road risks insurance policy



In the event of a claim
please call our 24 hour
Claims Helpline on:

0345 828 28 23

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policy document

motor trade road risks

insurance

Introduction

Welcome to your policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us. Your policy is a contract of insurance between You and Us and You have a duty to make a fair presentation of the risk to Us in accordance with the law. The Policy and the Schedule should be read together as one contract.

The insurer with which your contract will be concluded is AXA Insurance dac which is established in Ireland. Both you and we can choose the law applicable to the contract. We propose that the law of Northern Ireland apply.

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

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

Your Policy is in four parts:

- The proposal form and declaration
- The policy wording in this booklet
- The schedule which has details of you, the vehicle, the cover and the period of insurance

- The current Certificate of Motor Insurance which gives details of who may drive and the purpose for which the vehicle may be used.

In return for having received and accepted your first premium and any further premium we may require, AXA Insurance dac (called “The Company”) will provide insurance as described in the following pages for, injury, loss or damage happening during the period of insurance or any subsequent period which may be agreed anywhere in Northern Ireland, Republic of Ireland, Great Britain, the Isle of Man or the Channel Islands or in transit by sea between any ports therein.

On behalf of AXA Insurance dac



Phil Bradley
Chief Executive
AXA Insurance dac

Reg. No. 136155
Reg. Office: Wolfe Tone House, Wolfe Tone Street,
Dublin 1.

General Definitions

For the purpose of this Policy the following words will have the precise meaning described below

Vehicle

- (i) any vehicle the property of or registered to the insured.
- (ii) any vehicle (mechanically propelled or otherwise) or trailer attached for the purpose of being towed to a motor vehicle detailed in (i) above
- (iii) any vehicle in the custody or control of the insured in connection with their business in the Motor Trade.
- (iv) any vehicle carried on a vehicle transporter or vehicle transporter and trailer which is not capable of carrying more than two vehicles at any one time elsewhere than in or about the Premises

But excluding:

- (i) steam driven vehicles
- (ii) vehicles being used for the carriage of goods or passengers for hire and reward
- (iii) vehicles being used for self-drive hire
- (iv) vehicles with a gross vehicle weight exceeding 7.5 tonnes.

Premises

The premises described in the Schedule and

- (i) any business premises owned by or in the occupation of the Insured or of any partner or director of the Insured
- (ii) any business premises of a sub-contractor of the Insured or a sub-contractor of any partner or director of the Insured
- (iii) any other place at which the Insured or any partner or director of the Insured is carrying on motor trade activities other than on a road or public highway within the meaning of Road Traffic Legislation

Business

Any activity directly connected with those described in the schedule and including use of the vehicle in connection with;

- (i) the provision and management of catering sports and social and welfare organisations for the benefit of employees
- (ii) first aid and ambulance services
- (iii) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured
- (iv) the maintenance of the Insured's own premises

Employee

- (i) any person under a contract of service or apprenticeship with
 - (a) the Insured
 - (b) any other party who is borrowed by or hired to the Insured
- (ii) any labour master or person supplied by them
- (iii) any person supplied by a labour only sub-contractor
- (iv) any self employed person performing work of a kind normally performed under a contract of service or apprenticeship with the Insured provided that such work is under the immediate supervision and control of the Insured
- (v) any person supplied to the Insured under a contract or agreement the terms of which deem such a person to be in the employment of the Insured for the duration of such contract or agreement
- (vi) any student or trainee provided under the terms of a Work Experience Training Scheme.

Insurance Provided

The Insurance provided by this Policy is as stated in the Schedule
The Sections of the Policy applicable to each type of cover are as follows

If Cover is :	Sections Applicable are :-
Comprehensive	1(a), 1(b), 1(c), 2, 3
Third Party Fire and Theft	1(b), 2, 3
Third Party	2, 3

The cover is subject to the Special Provisions General Exceptions and Conditions of this Policy and may be varied by Endorsement to this Policy

Special Provisions

1 Territorial limits

The indemnity provided by this Policy applies in respect of bodily injury (including death or disease) loss or damage to property occurring in

- (a) Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands
- (b) any other member country of the European Union
- (c) any other designated territory within the meaning of Road Traffic Legislation

The indemnity provided complies with EU Directives on Insurance to grant the minimum Road Traffic Legislation cover applicable to the use of the Vehicle in other Member States or if greater the cover applicable by provision of the minimum requirements of the law of the Member State concerned

- (d) any other country in respect of which the Company agrees to provide cover following request by the Insured but only for the period agreed by the Company

Although your Policy applies in the above countries a Green Card is strongly recommended for territories described in b) and c) and will be issued free of charge. Cover for territories described in d) will necessitate the issue of a Green Card and may require the payment of an additional premium

2 Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or any Endorsement thereon shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties

However the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

3 Limits of Indemnity

In respect of any Section of the Policy identified in the Schedule as operative the Limits of Indemnity for any one accident or occurrence which shall be deemed to include a series of accidents or occurrences in connection with or arising out of any one event are as stated in the Schedule

The total amount payable by the Company under any Section of the Policy or any Endorsement shall not exceed the Limit of Indemnity stated in the Schedule whether indemnity is granted to one or more persons and such indemnity shall apply in priority to the Insured

4 Discharge of Liability

The Company may at any time pay the Limit of Indemnity or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

5 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.

Loss or Damage to the Vehicle

Cover

1 (a) Accidental Damage

In the event of loss of or damage to the Vehicle (and its accessories and spare parts whilethereon) by a cause not specified in Sections 1(b) and 1(c) and not otherwise excluded the Company will indemnify the Insured against such loss or damage

Excess Clause

The Company shall not be liable for the first £250 in respect of each and every claim under this sub-section

1 (b) Fire and Theft

In the event of loss of or damage to the Vehicle (and its accessories and spare parts while thereon) by fire or theft or attempt thereat the Company will indemnify the Insured against such loss or damage

Excess Clause

The Company shall not be liable for the first £250 in respect of each and every claim under this sub-section

1 (c) Windscreen Breakage

In the event of damage to the Vehicle relating solely to breakage of glass in the windscreen or windows or any scratching of bodywork resulting solely and directly from such breakage the Company will indemnify the Insured against such damage

Excess Clause

The Company shall not be liable for the first £60 in respect of each and every claim under this sub-section. The total amount payable including the excess is limited to £100 unless repair or replacement is carried out by an AXA approved windscreen provider.

Basis of Settlement for Section 1

Claims Settlement

The Company may at its own option repair reinstate or replace the Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage.

The maximum amount payable by the Company in respect of any claim for loss or damage will be the market value immediately prior to such loss or damage not exceeding the Limit of Indemnity stated in the Schedule or in any Endorsement applicable unless the Insured is entitled to claim for a replacement vehicle as described below.

If to the knowledge of the Company the Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Replacement Vehicle

If during the period 6 months after the date of first registration as new of a private car or van up to 3.5 tonnes gross weight purchased and registered in the name of the insured

- a) Such vehicle is lost by theft other than from any of the business premises of the insured or
- b) Damaged while being driven by the insured or any person permitted to drive by the effective certificate of insurance and the trade cost of repairs exceeds 60% of the manufacturers list price (including tax) at the time of the claim

the Company will if the insured and anyone else known to have an interest in such vehicle agree to replace it with a new one of the same make and model provided one is available.

If a replacement vehicle of the same make and model is not available the most the company will pay is the market value of such vehicle and any permanently fitted accessories and spare parts immediately prior to the loss or damage giving rise to the claim.

If the Vehicle is disabled by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of

- (a) protection and removal to the nearest repairers
- (b) delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured stated in the Schedule

Obsolete Parts Clause

In the event of any part unit or accessory of the Insured vehicle becoming unobtainable or obsolete in pattern and therefore out of stock our liability in respect of such parts units or accessories is restricted to their value at the time of the accident not exceeding the manufacturers last list or quoted price for them.

Exclusions to Section 1

The Company will not provide indemnity in respect of

- a) loss of use
- b) wear and tear
- c) mechanical or electrical breakdowns failures or breakages
- d) depreciation or diminution in value
- e) damage to tyres by the application of brakes or by punctures cuts or bursts
- f) damage caused by exposure to weather other than by frost
- g) loss of or damage to any motor vehicle belonging to the Insured and hired to a hirer unless such vehicle is in the custody or control of the Insured
- h) loss of or damage to any motor vehicle belonging to or hired to any partner, director, spouse, children or employee of the Insured
- i) theft if committed by any Employee of the Insured
- j) any reduction in market value following repair
- k) damage to the Vehicle sustained while it is being worked upon and directly resulting from such work
- l) loss of or damage to the Vehicle where possession is obtained by fraud trick or false pretences
- m) loss resulting from repossession of the Vehicle or restitution to its rightful owner
- n) loss of or damage to any vehicle by theft or attempted theft if the ignition keys are left in or on your vehicle
- o) any loss of or damage to the Vehicle (and its accessories and spare parts while thereon) left unattended at the premises unless the vehicle is owned by the Insured and registered in his name
- p) any loss of or damage to the vehicle in excess of £25,000 any one accident or occurrence or series of accidents or occurrences in connection with or arising out of one event
- q) Loss or damage to vehicles in excess of 20 years of age

Liabilities to Third Parties (Elsewhere than on the premises)

Cover

1 Indemnity to the Insured

- a) The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses and all costs and expenses incurred with its written consent in respect of bodily injury (including death or disease) to any person or loss of or damage to property up to £5,000,000 arising out of an accident caused by or in connection with
- (i) the Vehicle
 - (ii) the loading or unloading of the Vehicle except when such loading or unloading beyond the limits of any carriageway or thoroughfare is carried out by any person other than the driver or attendant of the Vehicle
- b) The Company will indemnify the Insured in the terms of Sub-Section 1(a) against liability arising in connection with any motor vehicle which is not in the custody or control of the Insured but for which the Insured is responsible and General Exclusions 1(i) and 1(ii) shall not apply to such vehicle
Provided that the indemnity granted by this Sub-Section shall not apply to
- (i) liability arising from the sale of any vehicle
 - (ii) liability arising out of the Insured having caused or permitted a vehicle to be used without an insurance complying with the relevant law
- c) The Company will indemnify the Insured in the terms of Sub-Section 1 (a) against liability arising in connection with any motor vehicle not belonging to the Insured or in the custody or control of the Insured but owned and driven by an Employee of the Insured and General Exclusions 1(i) and 1(ii) shall not apply to such vehicle Provided that the indemnity granted by this Sub-Section shall not apply
- (i) while such vehicle is being used otherwise than for the Insured's Business as stated in the Schedule or is engaged in racing pace-making reliability trial or speed testing
 - (ii) if at the time of the occurrence of any accident giving rise to a claim there is any other existing insurance covering the same liability
 - (iii) to liability arising out of the Insured having caused or permitted a vehicle to be used without an insurance complying with the relevant law

Inquests & Prosecutions

- d) The Company will pay the Solicitor's fees incurred with its written consent for
 - (i) representation at any coroner's inquest or fatal inquiry in respect of any death
 - (ii) defending in any Court of Summary jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Section

Manslaughter Defence

- e) The Company will in addition at the request of the Insured arrange and pay for legal costs for the defence of the Insured or any other person in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily injury
The indemnity provided by Sub-Section 1(e) is in addition to any indemnity which may be provided by Sub-Section 1(d)

2 Indemnity to Other Persons

The Company will in the terms of Sub-Section 1 indemnify

- a) any person permitted to drive by the effective Certificate of Motor Insurance while driving the Vehicle on the Insured's order or with the permission of the Insured
- b) any person using (but not driving) the Vehicle with the permission of the Insured for social domestic and pleasure purposes if such use is permitted by the effective Certificate of Motor Insurance
- c) at the request of the Insured any person (other than the person driving) in or upon or mounting into or dismounting from the Vehicle

3 Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify their legal personal representatives in the terms of and subject to the limitations which applied to such person

Exclusions to Section 2

The Company will not provide indemnity

- a) under Sub-Section 2(a) unless the person driving holds a licence to drive the Vehicle or has held and is not disqualified from holding or obtaining such a licence except (other than on the Premises) when a licence is not required by law
- b) under Sub-Section 2(b) or (c) if to the knowledge of the person claiming to be indemnified the person driving does not hold a licence to drive the Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence except (other than on the Premises) when a licence is not required by law
- c) under Sub-Section 2(a), (b), (c), or 3
 - (i) if the person claiming to be indemnified is entitled to indemnity under any other policy
 - (ii) unless the person claiming to be indemnified shall observe fulfil and be subject to the terms Special Provisions Exclusions and Conditions of this Policy insofar as they can apply
- d) in respect of bodily injury (including death or disease) to any Passenger being carried in or upon or getting onto or alighting from or entering the Vehicle unless
 - (i) Such Vehicle is designed and constructed with seating accommodation for passengers
 - (ii) Such passengers are being carried in that part of the Vehicle fitted with fixed and/or folding seat(s) permanently and securely installed in or on the Vehicle
- e) in respect of bodily injury (including death or disease) to any Employee of the person claiming to be indemnified arising out of and in the course of such employment except insofar as is necessary to meet the requirements of Road Traffic Legislation
- f) in respect of any accident injury loss damage or liability arising from or in connection with the Vehicle sustained while it is being worked upon (except so far as is necessary to meet the requirements of Road Traffic Legislation)

No Claims Discount

In the event of no claim being made under this policy during a Period of Insurance immediately preceding renewal of this Policy the renewal premium will be reduced in accordance with our current scale of No Claim Discount.

If after maximum reduction has been allowed not more than one claim is made in any one Period of Insurance at the next renewal following the claim the No Claims Discount entitlement shall reduce by two scale years.

Where a reduction of less than two scale years has been allowed the No Claims Discount shall revert to Nil.

No Claims Discount is not transferable.

A payment made in respect of a claim arising under Section 1(c) of the Policy where the only damage sustained by the vehicle is breakage of glass in the windscreen or windows (or any scratching of bodywork resulting solely and directly from such breakage) will not be deemed to be a claim for the purpose of this Section.

General Exclusions

The Company will not provide indemnity in respect of

- 1 any accident injury loss damage or liability occurring while any Vehicle in connection with which indemnity is or would otherwise be provided is being
 - (i) used for any purpose not permitted by the effective Certificate of Motor Insurance
 - (ii) driven by any person not described in the effective Certificate of Motor Insurance
 - (iii) driven by the Insured unless the Insured holds a licence to drive such vehicle or has held and is not disqualified from holding or obtaining such a licence except (other than on the Premises) when a licence is not required by law
 - (iv) driven with the general consent of the Insured or of the representative of the Insured by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence except (other than on the Premises) when a licence is not required by law
- 2 any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 3
 - (a) loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4 liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) riot civil war mutiny civil commotion military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority
 - (b) any act of terrorism

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This exclusion also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above If the Company alleges that by reason of this exclusion any liability loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

- 5 any injury loss or damage arising during (unless it can be proved by the Insured that it was not occasioned thereby) or in consequence of earthquake
- 6 any accident injury loss damage or liability whatsoever while the Vehicle is in or on any part of an aerodrome airport or airfield provided for
 - (a) the take-off and landing of aircraft and the movement or parking of aircraft on the ground
 - (b) service roads ground equipment parking areas and those parts of passenger terminals coming within the customs examination area
- 7 loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
 - (a) the loss of alteration of or damage to or
 - (b) a reduction in the functionality availability or operation of a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Insured or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse

General Conditions

You must comply with the following conditions to have the full protection of Your Policy. If You do not comply then We may at our option take one or more of the following actions

- 1 Cancel Your policy
 - 2 Declare Your Policy void (treating Your Policy as if it had never existed)
 - 3 Change the terms of Your Policy
 - 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.
- Conditions may specify circumstances whereby non-compliance will mean that You will not receive payment for a claim. However You will be covered and We will pay Your claim if You are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1 Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which You wish to insure. This applies prior to the start of Your Policy, if any variation is required during the Period of Insurance and prior to each renewal. If You do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless We can elect to make Your Policy void and keep the premium. This means treating the Policy as if it had not existed and that we will not return Your premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and We would not have provided cover had You made a fair presentation, then We can elect to make Your Policy void and return Your premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and We would have issued cover on different terms had You made a fair presentation of the risk then We can:
 - a. reduce proportionately any amount paid or payable in respect of a claim under Your Policy using the following formula. We will divide the premium actually charged by the premium which We would have charged had You made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b. treat Your Policy as if it had included the different terms (other than payment of the premium) that We would have imposed had You made a fair presentation.
4. Where We elect to apply one of the above then
 - a. if we elect to make Your Policy void, this will be from the start of the Policy or the date of variation or from the date of renewal.
 - b. We will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the Policy, or the date of variation or from the date of renewal

- c. We will treat the Policy as having different terms imposed from the start of the Policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

2 Insured's Duty

The observance and fulfilment of the terms Special Provisions Exclusions and Conditions of and Endorsement(s) applying to this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy. Conditions precedent to liability will not apply where not relevant to the particular circumstances of a loss. Conditions precedent to liability will not apply where not relevant to the particular circumstances of a loss.

3 Reasonable Precautions

The Insured shall take and cause to be taken all reasonable precautions to safeguard the property insured from loss or damage

4 Claims Procedure - Insured's Duties

- (a) Any accident loss or damage must be notified to the Company in writing as soon as possible
- (b) Every letter claim writ summons and process shall be notified or forwarded to the Company unacknowledged immediately on receipt
- (c) The Insured or their legal personal representative shall give all such information and assistance as the Company shall require
- (d) Any impending prosecution inquest or fatal inquiry must be notified immediately to the Company

5 Claims Conditions - Company's Rights

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled to conduct in the Insured's name or of such person the defence or settlement of any claim or to prosecute in the name of the Insured or of such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim Nothing in this condition shall give the Insured the right to require the Company to pursue such recovery

In connection with any one claim or number of claims arising out of one cause in any one Period of Insurance for indemnity against liability in respect of damage to property the Company may at any time pay to the Insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to date of such payment

6 Other Insurance

If at any time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall pay only its rateable proportion of any loss damage compensation costs or expenses Provided always that nothing in this Condition shall impose on the Company any liability from which it would have been relieved under Proviso (ii) to Sub-Section 1(c) of Section 2 or Exclusion (c) to Section 2 but for the terms of this Condition

7 Cancellation

The Company may cancel this Policy by sending seven days' notice by recorded delivery to the Insured at the Insured's last known address.

The Insured may cancel this Policy during the 14 days after the Contract has been concluded by giving notice in writing and returning the effective Certificate of Insurance to the Company.

Provided that there have been:

- no claims made under the Policy for which the Company has made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to the Company during this 14 day period of insurance, the Company will refund your full premium provided no claims have been made on your Policy

The Insured may cancel this Policy after the initial 14 days by sending seven day's notice and (provided no claim has arisen during the then current Period of Insurance and the Certificate(s) of Motor Insurance(s) where applicable has been returned to the Company) the Insured shall be entitled to a return of the premium

The Company reserves the right to cancel this Policy forthwith in the event of non-payment of the premium or default by the Insured under any instalment scheme No refund will be made of any instalment paid

Where this policy has been cancelled by the Company the Insured shall return the Certificate(s) of Motor Insurance where applicable to comply with relevant legislation

8 Arbitration

If any difference should arise as to the amount to be paid under this Policy such difference shall be referred to Arbitration in accordance with the statutory provisions then being in force and the making of an Award shall be a condition precedent to any right of action against the Company

Any claim for which the Company disclaims liability and which has not within a year of such disclaimer been referred to arbitration shall be deemed to have been abandoned and not recoverable thereafter

9 Fraud

You and anyone acting for You must not act in a fraudulent way. If You or anyone acting for You:

1. knowingly make a fraudulent or exaggerated claim under Your Policy;
2. knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or
3. itself is genuine); or
4. knowingly submit a false or forged claim document in support of a claim (whether or not the claim itself is genuine),

We will:

- a) refuse to pay the claim;
- b) declare the Policy void from the date of the fraudulent act without any refund of premiums;
- c) recover payments already made in respect of a claim.

10 Additional/Return premiums under £12

Please note that

- if a change results in an additional premium of less than £12 then no charge will be made.
- if a change results in a refund of less than £12 then no refund will be given.

11 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 to violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

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
- 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

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 dac 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).

Data Protection Notice

AXA considers that protecting personal information is very important and we recognise that you have an interest in how we collect, use and share such information. We invite you to review this Data Protection Notice, which outlines how we use and protect that information.

Use of Information

- 1 This notice will explain how AXA will use information provided by you. References to “AXA” means AXA Insurance dac and other companies in the AXA Group within the European Economic Area.

The information that you provide to AXA will be held on a computer, computer database, e-mail, imaged documents, files, and letter and/or in any other way.

AXA will use this information to (i) administer and process any products /services you have purchased from us, (ii) administer any future agreements we may have with you, (iii) manage any claim notified by you or by a third party and (iv) for client services, research and statistical analyses.

2. When considering a proposal or administering your insurance contract(s), handling claims, or making decisions regarding deferred payment arrangements, including whether to continue or to extend an existing deferred payment arrangement, AXA may carry out searches (for the purpose of verifying your identity and driving experience) and/or a credit search with one or more licensed credit reference agencies. AXA may use credit scoring and other automated decision making systems.

Rights of Customers

3. You have the right of access to the personal data held about you by AXA by sending a written request to the Data Protection Unit, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1, and on payment of a fee of £5.00 you also have the right to require AXA to correct any inaccuracies in the information we hold about you.

Sharing of Information

4. We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law.
We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims.

Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

Other Products and Services

5. In the future we, AXA, would like to use your personal data for the purpose of offering you other products and services, including those available from companies in the AXA Ireland Group and carefully selected third parties, which AXA thinks may be of interest to you. In this connection, and occasionally for market research and statistical purposes, the services of a reputable external agency may be used.

If you decide to proceed with this proposal or have any other communication with AXA through or in relation to its products and services you accept the use by AXA of your personal data as indicated.

UK EU Exit Arrangements

In order to protect our customers from uncertainty resulting from Brexit we are making plans to leverage the wider capabilities of the global AXA group. We have therefore added a new term to your **policy** to allow us to automatically transfer the underwriting of your **policy** from AXA Insurance dac (an Irish insurer) to **AXA Insurance UK Plc** (another insurer owned by the AXA Group and licensed to carry on insurance business in the UK). This transfer would only operate should, following Brexit, it not be possible for us as an Irish insurer to continue to cover or enter into insurance policies with residents or companies based in the UK.

What does this mean to you?

This potential change will have no impact on either the service or benefits provided under your policy, please continue to contact AXA Insurance dac. The same teams will continue to look after any queries, amendments payments or claims that you may have.

Transfer of your policy when the UK leaves the EU

Your **policy** is underwritten by AXA Insurance dac, an Irish based insurer. This means that if your **principal country of residence** is within the UK it may not be possible for us to continue legally to meet our obligations under your **policy** when the United Kingdom leaves the EU without a provision in our agreement with you to allow us to automatically transfer the underwriting to **AXA Insurance UK Plc**.

By entering into this **policy** you agree that, if we believe that it may not be possible for AXA Insurance dac to legally meet its obligations under your **policy**, we may write to you to let you know that we plan to transfer all of AXA Insurance dac's rights and obligations under this **policy** to **AXA Insurance UK Plc**. This transfer will take place at 10.59 p.m. on 28 March 2019 or an earlier date which we will specify (the **transfer date**).

If we write to you to give you reasonable notice of the transfer described above, we will:

- explain the process and any changes to your **policy**
- give you an option to cancel your **policy** instead, explaining the process for cancellation (including what you need to do to choose to exercise the cancellation option as well as the terms governing the amount that we will refund you).

If we use this transfer right (and you do not choose to cancel your **policy** instead), then, on the **transfer date**, AXA Insurance dac will be replaced by **AXA Insurance UK Plc** as the underwriter of this **policy**. From the **transfer date**:

- **AXA Insurance UK Plc** will do everything that AXA Insurance dac has agreed to do under this **policy** (except anything that AXA Insurance dac has already done by the **transfer date** and except for any changes that may be required by law or regulation) as if **AXA Insurance UK Plc** was named in this **policy** as the original underwriter
- **AXA Insurance UK Plc** will have all the rights that AXA Insurance dac had under this **policy** as if **AXA Insurance UK Plc** was named in this **policy** as the original underwriter, including rights to receive payment of any outstanding or regular premiums due and/or payment of “excess” amounts in relation to claims
- AXA Insurance dac will have no further obligations toward you (including in relation to things that AXA Insurance dac had agreed to do before the **transfer date**) and will not have any rights at all against you or any other interest in this **policy**
- all authorisations and instructions for the payment of premiums and/or excess to AXA Insurance dac will take effect as providing for authorisation and instruction for the payment of premiums and/or excess to **AXA Insurance UK Plc**
- use of ‘we’, ‘us’ or ‘our’ in this **policy** will mean **AXA Insurance UK Plc** and when ‘AXA Insurance dac’ is used this will mean **AXA Insurance UK Plc**
- your **policy** renewal date will remain the same.

This section ‘Transfer of your **policy** when the United Kingdom leaves the European Union’ will take precedence over any other part of this **policy** that is inconsistent with it.



We're here to help.

If you have questions,
please contact your **Brokerr**

For help with claims, ring us on
0345 8282823.

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. AXA Insurance is regulated by the Central Bank of Ireland reference no. C713. We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer service. For business in Northern Ireland, AXA Insurance dac is authorised and regulated by the Central Bank of Ireland, deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation are available on the Financial Conduct Authority's website.