



COURIER
VEHICLE INSURANCE

Policy Document

Important Telephone Numbers

The insurance underwriters of this policy are Axa Insurance UK plc therefore all claims should be reported directly to them using the following:

New Claim 01440 716 199

Existing claim 01440 717 232

Window or Windscreen Breakage 0800 206 1809*

A quick and efficient repair/replacement is available 24 hours a day, 365 days a year. See Section 12

AXA UK Assistance Referral Service 0800 269 661*

Our 24 hour emergency helpline service provides help when **you** need it. See Section 12

Select the option you require and speak to the handler who will assist you with your enquiry.

Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

***Calls to 0800 numbers are free from a BT landline. You should check with your own phone operator in case different call charges apply, and calls from a mobile phone can be substantially higher**

Welcome to Courier

Your Policy Benefits at a glance

- Goods in Transit cover included - £5000 limit
- £5 Million Public Liability Cover Included
- Incident Care Claims Service (24 hours a day, 365 days a year)
- Yes Claim Bonus excess reduction included
- Approved Garage Network with courtesy van available
- Expert Solicitors to pursue injury compensation, Loss of Earnings and any other uninsured losses

Courier- offering you much more

About Q Underwriting

Q Underwriting is a specialist insurance underwriting facility operating under a delegated authority on behalf of Axa.

For full details including Terms and Conditions of the Policy Benefits, refer to the Policy Document or policy Schedule

Contents

| | |
|-----------------------------------------------------|----|
| Vehicle Insurance policy | 5 |
| Quick and handy tips | 6 |
| General conditions Section 1 to 12 | 7 |
| General exclusions Section 1 to 12 | 11 |
| Meanings of defined terms for Section 1 to 12 | 12 |
| General conditions Section 13 to 15 | 13 |
| Meanings of defined terms for Section 13 to 15 | 16 |
| Guide to your policy cover | 17 |
| Sections of cover | |
| Section 1 – Legal liability to third parties | 18 |
| Section 2 – Loss of or damage to your vehicle | 20 |
| Section 3 – Broken windows and windscreens | 22 |
| Section 4 – Trailers and towing | 23 |
| Section 5 – Personal injury to your driver | 24 |
| Section 6 – Medical expenses | 25 |
| Section 7 – Personal belongings | 26 |
| Section 8 – Service or repair | 27 |
| Section 9 – Third party uninsured drivers | 28 |
| Section 10 – Territorial limits and European travel | 29 |
| Section 11 – No claims discount when you renew | 30 |
| Section 12 – AXA UK Assistance | 31 |
| Section 13 – Goods in Transit | 34 |
| Section 14 – Public and products liability | 37 |
| Section 15 – Employers liability | 44 |
| Section 16 – Motor Legal Expenses | 47 |
| Complaints Procedure | 54 |

Courier Vehicle Insurance policy

Thank you for choosing Courier Vehicle Insurance.

Our aim is to provide **you** with peace of mind when it comes to looking after **your** van insurance needs and to make **your** insurance cover clear and easy to understand.

You should read this **policy** booklet along with **your schedule** and **Proposal Form** as they give **you** full details of **your** cover. If **you** have any questions about **your policy** documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your policy**, please contact **your** insurance advisor.

Your policy

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

You should read this **policy** booklet along with **your schedule** and **Proposal Form** as they give **you** full details of **your** cover. If **you** have any questions about **your policy** documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your policy**, please contact **your** insurance advisor.

The **policy** describes the insurance cover for which **you** have agreed to pay **you** premium.

This insurance is renewable provided that **you** have accepted **our** renewal terms and paid the premium for any subsequent **period of insurance**.

Throughout this **policy**, **we** use words in bold and headings. Words in bold have specific meanings whenever they are used in **your policy**. These meanings can be found on page 8. Headings have been used for **your** guidance and do not form part of the **policy** wording.

To help **you** understand the cover within each section of **your policy** **we** have added the headings 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read along with the sections heading 'What is not covered'.

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

All sections of cover should be read in conjunction with the General conditions and exclusions which apply to the whole of this **policy**. These can be found on pages 3 to 7.

Important

Please read this **policy** together with **your schedule** to ensure that it meets with **your** requirements. Should **you** have any queries please contact **us** or **your** insurance advisor.

The law applicable to this policy

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**

Quick and handy tips

If you have had an accident

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

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

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

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

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

Making a claim

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

You can call **our** 24-hour UK-based claims line. It will be useful if **you** have **your policy** number and details of the incident available when **you** call **us**.

Once **you** have called we will

- 1 register **your claim**
- 2 give **you** a **claim** number to quote
- 3 talk **you** through the process, including confirming what **you** are covered for
- 4 arrange next steps.

Excess reduction for early reported accidents

(Excluding fire, theft, flood, malicious damage, and mechanical breakdown).

All **claims** notified to Axa Insurance UK plc within 24 hours of the time of the **accident** will benefit from a £200 reduction in the excess stated on **your policy schedule**. The reduction is only available where there is an identifiable third party and **you** are able to pass their details including a contact telephone number to the Axa claims team.

Getting your vehicle repaired by using one of our approved repairers

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

- 1 **you** do not need to organise estimates
- 2 **we** will provide **you** with an insured courtesy van for the duration of the repair. **We** may not always be able to provide an exact like-for-like replacement to **your vehicle**; however **we** guarantee to at least provide **you** with a small van that will allow **you** to stay mobile in the event of a repair. If a choice of courtesy vans is available, **you** may be offered the opportunity to upgrade for a small additional fee
- 3 **we** will pay the repairer directly (**you** just pay the **excess** and VAT, if **you** are VAT registered, to the repairer)
- 4 all repair work is guaranteed for the life of **your vehicle** (while **you** continue to own it)
- 5 **your vehicle** will be collected and delivered back to **you**.

You will find further information regarding **our approved repairers** under the Approved repairer condition shown on page 8.

Important – are your details correct?

You have a legal requirement to make sure that **your vehicle** details are kept up to date on the Motor Insurance Database (MID), which is run by the Motor Insurer's Bureau (MIB). Please make sure that **you** have read the Motor Insurance Database (MID) Condition shown on page 4.

Stay insured, stay legal – penalties for uninsured motor vehicles

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

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

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

General conditions Sections 1 to 12

You must comply with the following conditions to have the full protection of **your policy**.

If **you** do not comply with them we may at **our** option take one or more of the following actions:

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

Additional vehicles condition

If **you** need **us** to cover any vehicle that is not already included on **your certificate of insurance**, **you** must tell us immediately.

When **you** have done this, **we** will send **you** a separate **policy** and **certificate of insurance** for each additional vehicle.

Approved repairer condition

If **you** make a **claim** for loss or damage to **your vehicle**, **we** will use one of **our approved repairers** to repair it. If **you** choose not to use them, **we** may not pay more than **our approved repairer** would have charged and **we** may choose to settle the **claim** by a cash payment.

Cancellation condition

- 1 **We** can cancel **your policy**
 - a) at any time by giving 7 days written notice by recorded delivery to **Your** last known address
 - b) immediately without giving **You** notice if the premium has not been paid to **us**

Where **Your Policy** is cancelled in accordance with any of the above provisions **We** will refund part of the premium paid proportionate to the unexpired **Period of Insurance** following cancellation provided that no **claim** has been paid or is outstanding in the current **Period of Insurance**.

- 2 **You** may cancel **your policy** at any time. If **you** cancel this way, provided no **claim** has been notified, paid or is outstanding in the current **period of insurance** we **will** refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

We will calculate any refund due from the date that **you** advise **us** that the **policy** should be cancelled. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

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

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

Care of your vehicle condition

You must take all reasonable steps to keep **your vehicle** from being lost or damaged.

You must maintain it in an efficient and roadworthy condition and **we** must be able to inspect it at any time after **you** have made a claim.

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

Cash payments condition

If **we** decide to settle a **claim** for loss of or damage to **your vehicle** in cash, **we** will pay it to the legal owner of **your vehicle**.

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

We will need to delay any payment for a reasonable period to find out how likely it is to get **your vehicle** back if it is stolen or missing.

Changes to your circumstances condition

You must tell **us** as soon as possible if **your** circumstances change or if any of the information shown in **your proposal form, schedule or certificate of insurance** changes during the **period of insurance**. Examples of the changes **we** must be made aware of are:

- 1 change to the people who need to be insured under **your policy**.
- 2 If any person insured under **your policy** receives any motoring conviction including driving licence **endorsements**, fixed penalties and pending prosecutions.
- 3 If any person insured under **your policy** receives a criminal conviction.
- 4 If **you** change **your** van.
- 5 If the owner of **your** van changes.
- 6 If the main driver of **your** van changes.
- 7 If **you** change the way in which **your** van is used. For example, **you** change the business use of **your vehicle**.
- 8 If **your** van is modified in any way including, but not limited to:
 - a. changes to the bodywork such as spoilers or body kits
 - b. changes to the suspension or brakes
 - c. cosmetic changes such as alloy wheels
 - d. changes affecting performance such as changes to the engine management system or exhaust system
 - e. changes to the audio/entertainment system.
- 9 If **you** change **your** address or the address where **your** van is kept overnight

If a change that **you** request makes the risks unacceptable to **us** **we** reserve the right to decline to make the change or cancel **your policy** if the change has already been made.

If **we** accept the change **we** will notify **you** of any change in premium and or new terms and conditions that **we** are applying.

If **you** fail to advise **us** of a change **we** will not pay **your** claim.

Changing your vehicle

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

You must do this before changing **your vehicle**. If **your** new vehicle is suitable for this contract **we** will amend **your policy** record, advise **you** of any changes in premium and administration charges before sending **you** a new **certificate of insurance**.

If **you** fail to advise **us** of a change in vehicle **we** will not pay **your** claim.

Claims notification condition

You or **your** legal representative must

- 1 as soon as possible after an **accident**, provide **us** with full details of the circumstances (by telephone if possible)
- 2 immediately
 - a. on receipt, send **us** any letter, claim, writ, summons or other documents served on **you**
 - b. tell **us** about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry or dispute for referral to adjudication or court proceedings in connection with any potential **claim** under **your policy**.

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

Claims procedures condition

- 1 If the damage to **your vehicle** is insured by **your policy** then to allow **us** to authorise repairs as quickly as possible **you** should
 - a. take **your vehicle** to an **approved repairer** (**we** will advise **you** of their details when **you** contact **us**), or
 - b. if **your vehicle** is not able to be driven allow **us** to arrange for it to be moved to the premises of an **approved repairer**.
- 2 **You**, or anyone else who is claiming under **your policy**, must not make any admission, offer, payment, rejection or promise without **our** written permission.
- 3 If **we** wish, **we** can take over and manage in **your** name, or the name of the person claiming, the defence, prosecution or settlement of any **claim** for **our** own benefit.

- 4 **We** have full discretion over managing proceedings and settling **claims**.
- 5 **You**, or anyone else who is claiming under **your policy**, must provide **us** with any assistance to enable **us** to settle or defend a claim, and details of any other relevant insurances.
- 6 **We** must be able to inspect **your vehicle** after **you** have made a claim.

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

Courtesy vehicle condition

We will provide **your policy** cover for any vehicle loaned to **you** by one of **our approved repairers** whilst **your vehicle** is being repaired following an **accident** covered by **your policy**.

Fraud condition

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

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated **claim** under **your policy**;
- 2 knowingly makes a false statement in support of a **claim** (whether or not the **claim** itself is genuine); or
- 3 knowingly submit a false or forged document in support of a **claim** (whether or not the **claim** itself is genuine),
we will:
 - a refuse to pay the claim;
 - b declare **your policy** void, treating it as if it had never existed without any refund of premium; and
 - c recover any sums that **we** have already paid under **your policy** in respect of the **claim** and any previous **claims**.

We may also inform the police of the circumstances.

Motor Insurance Database (MID) condition

Information relating to **your policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driving and Vehicle Licensing Agency (DVLA), Driving and Vehicle Licensing Agency Northern Ireland (DVLAI), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including

- 1 Electronic Licensing;
- 2 Continuous Insurance Enforcement;
- 3 Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- 4 The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic **accident** (either in the UK, the European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a **claim** in respect of a road traffic **accident** (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com. **You** should show this notice to anyone insured to drive the vehicle covered under **your policy**.

Other insurance condition

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

Our right of recovery

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

Proof of no claims condition

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

You can prove this by

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

Proof of **your** no claims discount must

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

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

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

Fair presentation of risk condition

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

If **You** do not comply with this condition then:

- 1 If **You** fail to make a fair presentation of the risk and the failure 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** provided accurate and complete answers to the questions, 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 but on different terms had **you** provided accurate and complete answers to the questions 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** provided accurate and complete answers to the questions and calculate this as a percentage. The same percentage figure will be applied to the full amount of the **claim** to arrive at the proportion of the **claim** to be paid or payable; and/or
 - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** provided accurate and complete answers to the questions.

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

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

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

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose us, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Tax and registration condition

Your vehicle must be taxed and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man and where required must have a current Department of Transport test certificate (MOT).

Temporary vehicles condition

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

Vehicle sharing condition

Your policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons or similar provided **your vehicle** is not built or adapted to carry more than four passengers, the passengers are not being carried as part of a business of carrying passengers and **you** do not profit from the total amount of money **you** are paid for the journey

General exclusions Sections 1 to 12

The following general exclusions apply to all sections of **your policy**.

Agreement with others exclusion

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

Airside exclusion

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

Earthquake exclusion

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

Hazardous goods or location exclusion

We will not cover **you** for any **claim** which is as a result of the carriage of **hazardous goods** in or on **your vehicle** unless this has been disclosed to **us** and **we** specifically agree to accept the risk, or use whilst **your vehicle** is being used or driven in any of the following locations:

- 1 Power Stations
- 2 Nuclear Installations or establishments
- 3 Refineries, bulk storage, or production premises in the Oil, Gas or Chemical Industries
- 4 Bulk Storage or production premises in the Explosive, Ammunition or Pyrotechnic Industries.
- 5 Ministry of Defence premises
- 6 Military Bases
- 7 Rail trackside
- 8 Any other rail property to which the public do not have access

other than in any area designated for access or parking by the general public.

Cover is subject to the limitations as shown within Section 1 of **your policy**. This exclusion does not apply where it would be necessary for **us** to meet **our** requirements under the Road Traffic Acts.

Pollution or contamination exclusion

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

Radioactive contamination exclusion

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

- 1 ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from burning nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts.

Riot exclusion

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

Uninsured drivers and use of your vehicle exclusion

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

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

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

War risk exclusion

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

Meanings of defined terms for Sections 1 to 12

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used. There are additional definitions specific to Section 12 which are shown in that section.

Accessory/Accessories

Any items permanently attached to **your vehicle** which is not directly related to its function or performance but forms an integral part of the vehicle and are not designed to operate independently of it.

Approved repairer, Windscreen replacement provider

A repairer from **our** approved network, who can be contacted using the phone number.

Certificate(s) of insurance

A document showing that **your policy** meets the legal requirements for insuring motor vehicles (as described in the Road Traffic Acts).

Claim(s) or accident(s)

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

Endorsements

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

Excess

The first amount **you** must pay towards the cost of a claim. Sometimes more than one excess can apply, in which case **we** add them together. Please refer to Section 2 for more details.

Green card

An international insurance certificate.

Hazardous goods

Any material which is included within

- 1 the Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 or subsequent legislation, or
- 2 the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996 or subsequent legislation, or
- 3 the Carriage of Explosives by Road Regulations 1996 or subsequent legislation, or
- 4 the list of substances that are hazardous to health published by the Health and Safety Executive or its successor

where **your vehicle** is required to display hazard warning (Hazchem or ADR) panels or Tremcards while the materials are being carried.

Market value

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

Period of insurance

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

Personal belongings

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

Policy

The **policy** booklet, **schedule**, **certificate of insurance**, optional covers and any **endorsements** attached or issued.

Proposal Form

The information given to **us** by **you** when arranging this insurance.

Schedule

This is issued with **your policy** booklet and shows details of **your vehicle**, **your policy** cover, the premium and any additional **endorsements** that apply.

Terrorism

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

In any action, law suit or other proceedings where **we** allege that by reason of this definition any loss or damage is covered only up to a specific limit, the burden of providing to the contrary will be upon **you**. In the event that any part of the limitation in respect of terrorism is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

We, us, our

AXA Insurance UK plc. 20 Gracechurch Street, London EC3V0BG. A different meaning applies in Section 12.

You, your

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

Your vehicle

The vehicle described on your certificate of insurance or temporary cover note and **policy schedule**.

General conditions Sections 13 to 15

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.

Applicable law condition

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Cancellation condition

1 **We** can cancel **your policy**

- a) at any time by giving 7 days written notice by recorded delivery to **Your** last known address
- b) immediately without giving **You** notice if the premium has not been paid to **us**

Where **Your Policy** is cancelled in accordance with any of the above provisions **We** will refund part of the premium paid proportionate to the unexpired **Period of Insurance** following cancellation provided that no **claim** has been paid or is outstanding in the current **Period of Insurance**.

- 2 **You** may cancel **your policy** at any time. If **you** cancel this way, provided no **claim** has been notified, paid or is outstanding in the current **period of insurance** we **will** refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

We will calculate any refund due from the date that **you** advise **us** that the **policy** should be cancelled. Where a **claim** has been notified, paid or is outstanding the annual premium remains due in full.

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

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

Change in risk condition

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

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as The insured

- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

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

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

- 1 as soon as practical
 - a) give **us** notice of any circumstances which might lead to a claim under **your policy**
 - b) give **us** all the information **we** request.
- 2 immediately
 - a) on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b) tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
 - c) notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals. **We** will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

- 1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
 - a) full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
 - b) any assistance to enable **us** to settle or defend a claim
 - c) details of any other relevant insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
 - a) access to premises
 - b) to take possession of, or request delivery to **us** of any property insured.
- 5 **You** may not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

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

Fair presentation of risk condition

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

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** 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.

Fraud condition

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

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or

- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a refuse to pay the claim;
- b declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim or
- 2 an amount beyond that which is or would be payable under the other insurance.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

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

Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and us. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Meanings of defined terms for Sections 13 to 15

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

Business

Business shown in **your** schedule.

Excess

First amount of any claim or claims for which **you** are responsible.

Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

Policy

Policy, schedule and any endorsements attached or issued.

Policy territories

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

We/us/our

AXA Insurance UK plc.

You/your/yourself

Person(s), firm, company or organisation shown in **your** schedule as The insured

Guide to your policy cover Section 1 to 12

| Vehicle Cover | Sections which apply |
|----------------------------|-----------------------------------------|
| Comprehensive | All sections of the policy apply |
| Third Party Fire and Theft | Cover not available |
| Third Party Only | Cover not available |

Subject also to the exclusions and conditions of any **endorsements** specified on **your policy schedule**. All sections of cover should be read in conjunction with the General conditions and exclusions applicable to all parts of **your policy** shown on pages 7 to 11

Section 1 – Legal liability to third parties

What is covered

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

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

resulting from any **accident** involving **your vehicle**, or loading or unloading of **your vehicle**.

Corporate manslaughter and corporate homicide – legal defence costs

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

- 1 your legal fees and expenses incurred for defending proceedings including appeals
- 2 costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:
 - a Health and Safety at Work etc Act 1974;
 - b Health and Safety at Work (Northern Ireland) Order 1978;
 - c Corporate Manslaughter and Corporate Homicide Act 2007.

Provided always that **we** will not be liable:

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

Costs and expenses

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

- 1 solicitors' fees to represent anyone insured under this section at a Coroner's Inquest or Fatal Accident Inquiry
- 2 for the defence in any Court of Summary Jurisdiction
- 3 the cost of legal services to defend a charge of manslaughter or causing death by reckless driving
- 4 any emergency treatment fees **we** are required to pay by the Road Traffic Acts
- 5 any other legal fees, costs and expenses incurred to investigate or defend a **claim** against **you**, with **our** written consent.

Hazardous goods

If **we** specifically agree to accept a risk where a vehicle must legally carry Hazardous Chemical plates the following will apply:

- 1 all drivers and vehicle attendants must hold a current and valid ADR certificate in accordance with the carriage of dangerous goods by road regulations
- 2 our liability will be limited to £250,000 whilst **hazardous goods** are being transported in respect of any one **claim** or series of **claims** arising out of one event involving **your vehicle** or whilst loading or unloading it. Unless **we** have to exceed this limit to meet the requirements of the Road Traffic Acts.

Terrorism

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

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

Vehicles which are covered

- 1 The vehicle specified on **your certificate of insurance** or temporary cover note and **policy schedule**.
- 2 Any trailer or mechanically broken down vehicle whilst attached to **your vehicle**.

Who is covered by this section

You and the following people are insured under this section

- 1 anyone allowed by the **certificate of insurance** to drive **your vehicle**
- 2 any passenger travelling in, or getting into or out of **your vehicle**.

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

What is not covered

We will not provide cover under this section

- 1 for any amount in excess of £5,000,000 (excluding legal costs) for any one claim, or number of **claims**, arising out of one event in respect of damage to property
- 2 if the person who is covered by this section knows that the driver at the time of the **accident** has never held a licence to drive the vehicle, or is disqualified from having such a licence, unless a licence to drive is not required by law
- 3 for death of, or bodily injury to, any person arising out of and in the course of that person's employment other than where it is necessary to meet the requirements of the Road Traffic Acts
- 4 for loss of or damage to property
 - a owned by or in care of the person who is covered by this section
 - b being carried in or on **your vehicle** or trailer
- 5 for loss of or damage to **your vehicle** or trailer
- 6 for death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare, in connection with the loading or unloading of **your vehicle** by anyone other than the driver or attendant of **your vehicle**
- 7 to anyone who does not keep to the terms of **your policy** as far as they can apply
- 8 for death, injury or damage caused by or connected with property on which **you** have carried out any process of manufacture, construction, alteration, repair or treatment directly or indirectly caused in connection with using **your vehicle**
- 9 for death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to **your vehicle**, except so far as is necessary to satisfy the Road Traffic Acts
- 10 damage to any bridge, viaduct, weigh bridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law
- 11 for death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts

Section 2 – Loss of or damage to your vehicle

What is covered

If **your vehicle** is lost or damaged, **we** will

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

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

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

If the only loss or damage to **your vehicle** is a broken window or windscreen please refer to Section 3 – Broken windows and windscreens.

Audio visual communication and guidance equipment

We will pay for

1. any type of audio visual communication and guidance equipment that formed an integral part of the vehicle at original manufacture and
2. up to £500 after deduction of the excess as shown on **your policy schedule** for any one **claim** for loss of or damage to permanently fitted audio visual communication or guidance equipment that was not fitted as a standard accessory to **your vehicle** at the time of the vehicle manufacture.

Replacement of locks due to the loss or theft of keys

In the event of keys or transmitters for **your vehicle** or the security immobilisation keys or transmitters for **your vehicle** being lost or stolen, provided **you** have reason to believe that any person who finds, or has stolen, such items would be able to identify the whereabouts of **your vehicle**, and **you** report the loss to the Police within 24 hours of discovering it **we** will pay for replacing

1. door and/or boot locks
2. ignition/steering locks
3. lock transmitter and central locking interface
4. immobilisation/alarm system subject to a maximum payment of £500 for any one incident.

The loss or theft of keys sub section of cover is not subject to payment of any excess.

Recovery and redelivery

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

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

Replacement vehicles

If

- 1 your vehicle has a gross vehicle weight of 3.5 tonnes or less, and
- 2 within a period of six months after the date of purchase and first registration by **you** of **your vehicle** as new

your vehicle is lost by theft, or damaged and the cost of repairs exceeds 60% of the manufacturers list price (including VAT), at the time of the claim, **you** are entitled to a replacement vehicle instead of **your vehicle** being repaired.

If **you**, and anyone else **we** know of who has an interest in **your vehicle** (such as a lender under a hire purchase agreement) agree, **we** will replace **your vehicle** with a new one of the same make and model.

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

Your contribution

Policy excess

The amount **you** must pay towards each and every **claim** under this section will be shown on **your schedule**.

Young and inexperienced drivers excess

You must pay an amount towards a **claim** for all loss or damage to **your vehicle**. This will depend on the age and experience of the person driving.

This excess will apply in addition to the **policy excess**. The following table shows the amount **you** pay.

| Age of driver | Amount you pay |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Under 21 years old | £300 |
| 21-24 years old | £150 |
| At least 25 years old with a licence to drive the vehicle which is 1 a provisional licence, or 2 a full UK or EU licence, but held for less than one year | £150 |

Voluntary excess

If **you** have chosen a voluntary excess, this will be shown on **your schedule** and will apply in addition to both the **policy excess** and any young and inexperienced drivers excess for each and every **claim** under this section.

What is not covered

We will not pay for

- 1 broken windows or windscreens (including any resulting scratched bodywork) if this is the only damage to **your vehicle** (see Section 3 – Broken windows and windscreens)
- 2 any reduction in the **market value of your vehicle** following its repair
- 3 loss of use of **your vehicle**
- 4 depreciation
- 5 wear and tear
- 6 mechanical or electrical
 - a breakdowns
 - b failures
 - c breakages
- 7 damage to tyres caused by braking, punctures, cuts or bursts
- 8 loss of **your vehicle** or other property where it is obtained by any person, or where any person attempts to obtain it, using any form of payment which proves to be counterfeit, false, fraudulent, invalid, unable to be collected, irrecoverable or irredeemable for any reason
- 9 loss of or damage to **your vehicle** where possession is obtained by fraud, trick or false pretence
- 10 loss or damage to **your vehicle** as the result of
 - a lawful repossession, or
 - b return to its rightful owner or
 - c seizure by the Police or their does authorised representatives
- 11 loss or damage arising from the theft of, or from, **your vehicle** whilst the
 - a ignition and/or
 - b entry and/or
 - c immobilisation
- 12 key(s), transmitter(s) or other device(s) have been left in or on **your vehicle**
- 13 the cost of replacing lost, stolen or contaminated fuel.
- 14 the costs for reinstating or replacing data of any form that was held on or stored by any equipment that may be covered under this section
- 15 any damage caused deliberately by **you** or anyone else insured under **your policy**.

Section 3 – Broken windows and windscreens

Also see Section 12 – AXA UK Assistance for details of the service **we** provide for broken windows and windscreens.

What is covered

- 1 Breakage or repair of windows and windscreens in **your vehicle**
- 2 Any resulting scratched bodywork

provided there is no other damage to **your vehicle**.

Broken windows and windscreens excess

You must pay the amount shown on **your certificate of insurance** towards every **claim** for replacement of windows or windscreens.

What is not covered

We will not pay more than £100, after **your** contribution has been deducted, unless repair or replacement is carried out by a windscreen **replacement provider** authorised by **us**.

Section 4 – Trailers and towing

What is covered

Any trailer which is shown on **your schedule** which is

1. attached to **your vehicle**

We will also cover

- 1 any other trailer (but only whilst attached to **your vehicle**) to the same extent as the cover being provided for **your vehicle**
- 2 your liability under Section 1 of this **policy** whilst towing a broken down mechanically propelled vehicle attached to **your vehicle**.

What is not covered

We will not provide insurance under this section

- 1 for any trailer while it is attached to any vehicle other than **your vehicle**
- 2 if **you** have exceeded the current DVLA requirements for towing trailers
- 3 if **your vehicle** is towing any broken down vehicle for payment or reward
- 4 for loss of or damage to any broken down vehicle which is being towed by **your vehicle**
- 5 for loss of or damage to any property being carried in or on any trailer or broken down vehicle
- 6 for death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.

Section 5 – Personal injury to your driver

What is covered

If the driver of **your vehicle** is injured in an **accident** which is the subject of a **claim** under Section 1 or Section 2 of **your policy** we will pay £5,000 to **your** driver's estate, if within three months of the **accident** the injury is the sole cause of death.

What is not covered

We will not pay if

1. suicide, attempted suicide, alcoholism or drug addiction causes, contributes to or speeds up such death
2. death happens more than three months after the **accident**

Section 6 – Medical expenses

What is covered

If **you**, **your** driver, or any person travelling in **your vehicle**, is injured in an **accident** which is subject of a **claim** under Section 1 or Section 2 of this **policy** **we** will pay medical, surgical and dental fees up to £250 for each person injured.

Section 7 – Personal belongings

What is covered

In the event of an **accident** involving **your vehicle**, **we** will pay up to £500 in total for loss of or damage to **personal belongings** in, or on, **your vehicle**.

If **you** wish, instead of paying **you**, **we** will pay the owner of the lost or damaged property. Payment by **us** to the owner of the lost or damaged **personal belongings** will end **our** liability.

What is not covered

- 1 wear, tear and loss of value of any **personal belongings**
- 2 money, stamps, tickets, documents or securities (such as share or bond certificates)
- 3 goods, tools or samples carried for any trade or business
- 4 loss or damage when no one is in **your vehicle** unless
 - a all windows, doors, roof openings and hood are closed and locked
 - b all keys or devices are kept securely away from **your vehicle** by **you** or the driver of **your vehicle**
 - c all **personal belongings** are in a locked boot, or a glove compartment.
- 5 the costs for reinstating or replacing data of any form that was held on or stored by any equipment that may be covered under this section.
- 6 **personal belongings** insured under any other policy

Section 8 – Service or repair

What is covered

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

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

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

Section 9 – Third party uninsured drivers

Third party uninsured drivers

If **you** make a **claim** following an **accident** and the driver of the other vehicle is not insured **you** will not lose **your** no claim discount or have to pay any excess as a result of the **accident** provided that:

- 1 we establish that the **accident** is not **your** fault and
- 2 you are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay **your excess** initially and **your** no claims discount may be temporarily reduced but **your excess** will be reimbursed and no claims discount reinstated if **you** are able to meet all the conditions of this section.

Section 10 – Territorial limits and European travel

What is covered

We will provide insurance as shown in **your policy**, the **schedule** and the **certificate of insurance** whilst **your vehicle** is in, or travelling between, Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

We will also provide **your policy** cover for a maximum period of 93 days any one **period of insurance** whilst **your vehicle** is being used in

- 1 any other member country of the European Union and/or
- 2 any other country which has agreed to follow European Union directives on motor insurance and is approved by the Commission of the European Union.

If **you** intend to travel within the territories shown in 2 above for a period beyond 93 days during any one **policy** period **you** must inform **us** to enable **us** to consider what terms **we** wish to apply.

If a green card is issued the minimum length of time it has to be issued for is 14 days.

Travel outside of the territorial limits

If **you** intend travelling to a country which is not mentioned in 1 or 2 above, then **you** must contact **us** before **you** leave so that **we** can consider whether **we** are able to provide **you** with cover.

Provision of cover outside of the countries specified in 1 and 2 above is at **our** discretion, and if provided, may be subject to additional terms being imposed on **your** cover and payment by **you** of an additional premium. Full details will be provided at the time of **your** request.

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

Issue of a green card

Although **your** current **certificate of insurance** is evidence that **you** have cover which meets compulsory motor insurance legislation within the countries specified within 1 and 2, **we** will, if **you** ask us, issue a green card. Please give **us** at least 14 days' notice of the intention to travel abroad to allow **us** adequate time to process the request.

Customs duty

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

Section 11 – No claims discount when you renew

No claims discount when you renew

If **you** have not made a **claim** during the current insurance year **we** will include a discount in **your** renewal premium.

We will give **you** this discount for each **claim** free year **you** have disclosed to **us** or have earned under **your policy** up to **our** maximum entitlement.

| Claim free years you have earned | Claim free years reduced to |
|----------------------------------|-----------------------------|
| 1 year | NIL |
| 2 years | NIL |
| 3 years | 1 year |
| 4 years | 2 years |
| 5 or more years | 3 years |

If **you** make two or more **claims** in the previous insurance year, **you** will not get a no **claim** discount when it is time to renew **your policy**.

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

No claims discount can only be earned by **you** if **your policy** has been in force for a period of 12 months. **Your** no **claim** discount will not be affected by

- 1 payments for emergency treatment fees under the Road Traffic Acts, or
- 2 payments solely made under Section 3 of **your policy** for broken windows or windscreens in **your vehicle**.

This section does not apply to trailers or to any vehicle where cover under Section 1 does not apply.

Section 12 – AXA UK Assistance

AXA UK Assistance can arrange a wide range of services for **your** benefit.

Inter Partner Assistance (IPA) is a Belgian firm authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664.

You can check this on the Financial Service Register by visiting the website www.fca.org.uk/register or contacting the Financial Conduct Authority on **0800 111 6768**.

Meanings of defined terms

You can find the meaning for defined words in bold print on page 8. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Territorial limits

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

We, us, our

Inter Partner Assistance/AXA Assistance (UK) Ltd, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

What is covered

Accident recovery cover

If **your vehicle** is immobilised following a motor **accident** anywhere in the territorial limits, **we** will arrange and pay for

- 1 the cost of transporting **your vehicle** and passengers to
 - a your home or intended immediate destination in the territorial limits at the time of the **accident**, or
 - b to the nearest suitable repairer or to an **approved repairer** nominated by **you** and/or
- 2 the hire of a suitable and equivalent vehicle for up to 24 hours, subject to availability and any restrictions imposed by the car hire company.

Breakdown referral service cover

Following mechanical breakdown of **your vehicle** anywhere in the territorial limits, **we** can arrange for the following services to be provided at **your** own cost.

We will tell **you** in advance of the level of charges required by the breakdown operator, although the exact cost for completing the work cannot be calculated in advance.

You will have to pay the recovery operator and any other suppliers directly for their costs and fees for goods or services supplied.

We will arrange at **your** request for

- 1 the attendance of a vehicle recovery specialist to provide roadside repairs and/or for recovery of **your vehicle** and passengers to the nearest suitable garage or destination
- 2 you to complete **your** journey by providing a replacement hire car or taxi, or alternative overnight accommodation
- 3 up to two telephone messages to be forwarded to explain **your** delay or cancellation of journey.

The breakdown referral service is not available

- 1 for vehicles immersed in mud, snow, sand or water
- 2 for the cost of any parts, lubricants, fluids or fuel required to restore **your vehicle's** mobility
- 3 if **your vehicle** has not been regularly serviced in accordance with the manufacturer's instructions and is unroadworthy at the start of the journey.

Window or windscreen breakage or repair cover

We have negotiated special terms with a number of approved windscreen **replacement providers**.

If **you** suffer a broken or damaged window or windscreen please call the AXA UK Assistance freephone helpline number **0800 2061809** and **you** will be put in touch with one of **our** authorised windscreen **replacement providers** immediately.

When **you** use one of **our** authorised windscreen **replacement providers**, please note

- 1 you will need to produce **your certificate of insurance**
- 2 the upper payment limit referred to in Section 3 of **your policy** will not apply
- 3 the cost of window or windscreen replacement or repair will be directly billed to **us**. **You** will need to pay the glass excess in the event of replacement and VAT if **you** are VAT registered
- 4 you are entitled to have the windows and windscreens permanently etched with **your** registration mark free of charge as a security measure.

Section 12 – AXA UK Assistance - continued

What is not covered

We will not cover

- 1 any liability arising directly or indirectly from any act performed in the execution of the assistance services provided
- 2 any **claim** while **your vehicle**
 - a is carrying more passengers or towing a greater weight than for which it is was designed as stated in the manufacturer's specifications or in any event is carrying more than five people
 - b is being driven on unsuitable terrain
- 3 any expenses **you** would normally have incurred during the journey
- 4 any **accident** brought about by an avoidable, wilful and deliberate act committed by **you**
- 5 you if **your vehicle** exceeds 3.5 tonnes gross vehicle weight.

Section condition

This condition of cover applies only to this section. If **you** do not comply with a condition **you** may lose all right to cover under **your policy** or to receive payment for a **claim**.

AXA UK Assistance claims notification condition

You will only be able to **claim** for the services provided if **you** call the emergency helpline number on page 5.

You must be with **your vehicle** at the estimated time **we** advise that assistance can be expected.

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

Data Protection

Details of **you**, **your** insurance cover under this **policy** and **claims** will be held by **us** (acting as data controllers) for underwriting, **policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** home emergency, in order to provide the services described in this **policy**. By using **our** services, **you** consent to **us** using such information for these purposes.
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this **policy** and validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

Section 12 – AXA UK Assistance - continued

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle
106 – 118 Station Road
Redhill RH1 1PR UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at:
www.axa-assistance.co.uk
Alternatively, a hard copy is available from **us** on request.

Sanctions Clause

We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Section 13 – Goods in transit

Meanings of defined terms

These meanings apply within **your** Goods in transit section. If a word or phrase has defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 16 of the General introduction section of **your policy**.

Geographical limits

Anywhere (including sea crossings) in or between Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire.

Property

Goods and trade tools belonging to **you** or for which **you** are responsible, relating to the **business** shown in **your schedule**.

Vehicle

Motor vehicle, articulated vehicles, trailer or semi-trailer owned or operated by **you**.

What is covered

We will cover **you** for loss of or damage to **property** occurring during the **period of insurance** whilst in transit to destinations within the **geographical limits** by any means of conveyance described in **your schedule**, including

- 1 loading prior to despatch from the point of actually lifting **property** by or onto the means of conveyance
- 2 unloading and movement to the first resting place at the final destination.

Basis of claims settlement

We will pay **you** for the invoice value of **property** at the time of loss or **we** may repair, replace or reinstate **property** lost or damaged.

If an invoice has not been raised at the time of loss, the valuation will be based on the sale or re-sale value of the **property** at the time of the start of the transit. If lost or damaged **property** is not new, **we** will deduct a reasonable amount for wear, tear and depreciation as part of the **claims** settlement.

In the **event** of loss of or damage to any machinery or equipment, which when complete for sale or use consists of several separate parts, **we** will only pay for the part or parts actually lost or damaged, including any replacement charges. In all circumstances **we** will not pay more than the value of the complete machine or equipment.

Claims for the total loss or destruction of ropes and sheets cover, personal effects cover and electronic equipment cover will be settled on the basis of value

at the time of loss or damage with adjustment for wear and tear, but **we** will not pay more than the limit specified for the cover in respect of any one claim.

Additional expenses cover

We will pay up to £10,000 any one claim for expenses reasonably incurred by **you** in

- 1 the removal of debris and site clearance from the immediate area of the site where damage to **property** in transit by **vehicle** has occurred
- 2 transferring **property** to any other conveyance, following fire, collision, overturning or impact of the conveying vehicle, including carrying the **property** to the original destination or to a place of collection
- 3 reloading onto the **vehicle** any **property** which has fallen from the vehicle
- 4 re-securing the **property** where there is dangerous movement of the load in transit by vehicle.

Demonstration or approval cover

We will pay up to the consignment limit shown in **your schedule** for **accidental** loss of or damage to **property** during the **period of insurance** within the **geographical limits** whilst

- 1 in transit to or from **your** customers premises on demonstration or on approval
- 2 on the customers premises where the **property** is being demonstrated or being approved, excluding loss or damage caused by or through its demonstration or use.

Electronic equipment cover

We will pay up to £500 any one claim for **accidental** loss of or damage to portable electronic equipment belonging to **you** occurring during the **period of insurance** within the geographical limits, whilst being used by the driver of a **vehicle** in the course of transit of property, in connection with the business.

Exports (Free on board/ Free on aircraft) cover

We will cover **you** against loss of or damage to **property** occurring during the period of insurance, consigned to an address outside the geographical limits, where, by agreement, **you** are responsible for all expenses and insurance prior to delivery of the **property** over ships, rail or on aircraft. The cover will apply whilst in transit within the **geographical limits** and for a period of up to 30 days whilst the **property** is temporarily stored awaiting shipment on any quayside or in any dock or airport store.

Incoming goods cover

We will cover **you** up to the consignment limit for loss of or damage to **property** occurring during the period of insurance, consigned to **you** from an address within the geographical limits, if it is **your** responsibility to insure.

Packers premises cover

We will pay up to the consignment limit shown in **your schedule** for **accidental** loss of or damage to **property** during the **period of insurance** within the **geographical limits** whilst

- 1 in transit to or from premises where the **property** is being packed for transit
- 2 on the premises where the **property** is being packed for transit, excluding loss or damage caused by or through the process of packaging.

Personal effects cover

We will pay up to £500 any one claim for drivers personal effects, **accidentally** lost or damaged, arising out of an occurrence for which there is also a valid claim for loss of or damage to **property** in or on a vehicle.

Ropes and sheets cover

We will pay up to £500 any one claim for **accidental** loss of or damage to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **you** or for which **you** are responsible not insured under any other **policy**, occurring during the **period of insurance** within the geographical limits, whilst carried on a vehicle.

Travellers samples cover

We will pay up to the consignment limit shown in **your schedule** for loss or damage to travellers stock or samples occurring during the **period of insurance** within the geographical limits, whilst in transit or temporarily removed from a **vehicle** during transit and kept in a locked room or a locked building, provided that the stock or samples remain under the custody or control of **you** or **your** employee.

Limit of cover

- 1 the maximum amount **we** will pay for any one claim or series of **claims** arising from one occurrence is the limit any one **event** shown in **your schedule**
- 2 the consignment limit shown in **your schedule** is the maximum amount **we** will pay for all **property** sent at any one time
 - a) in one or more packages and in one load by **vehicle** or carrier to the same destination
 - b) for any one self-contained package sent by post.

What is not covered

Consequential loss exclusion

We will not cover loss resulting from damage to **property** or any indirect loss other than as specified under the additional expenses cover.

Delay exclusion

We will not cover loss or damage to **property** directly or indirectly caused by or arising from delay.

Derangement exclusion

We will not cover electrical or mechanical derangement unless caused by impact.

Excess exclusion

The excess shown in **your schedule** will apply to each claim or series of **claims** arising from one occurrence.

Livestock exclusion

We will not cover loss of or injury to living creatures.

Natural deterioration exclusion

We will not cover natural deterioration of property.

Nuclear waste exclusion

We will not cover loss or damage to nuclear waste.

Pressure waves exclusion

We will not cover loss or damage to **property** directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

Radioactive contamination exclusion

We will not cover any loss, damage or expense directly or indirectly caused by or contributed to by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Temperature controlled property exclusion

We will not cover the deterioration of **property** conveyed in frozen, chilled or insulated conditions due to

- 1 faulty stowage
- 2 incorrect setting or operation of the equipment
- 3 variations in temperature unless directly caused by fire, **accident** (but not breakdown) to the means of conveyance, theft or attempted theft

Valuables exclusion

We will not cover loss of or damage to

- 1 money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes) or stamps
- 2 watches, precious stones, jewellery or bullion

War risk exclusion

We will not cover any loss, damage or expense caused by or happening through war, invasion act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

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.

Carrier notification condition

If any loss or damage is caused by a carrier, **you** must notify the carrier in writing as soon as **you** are aware of the loss or damage, as well as notifying **us**. **You** may be asked to complete the carriers claim form and any compensation **you** receive from a carrier, must be paid to **us** if **we** have paid the claim.

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

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at our request, tell **us** the actual on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your schedule** are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

Section 14 – Public and products liability

Meanings of defined terms

These meanings apply within **your** Public and **products** liability section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 9 of the General introduction section of **your policy**.

Asbestos

Asbestos in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing **asbestos**.

Bodily injury

Death, **bodily injury**, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with our prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal **accident** inquiry
 - b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer

- d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of **claims** against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hot work

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an **offshore** rig, platform or similar **offshore** installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

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

Property damage

Loss of or damage to **property** that **you** do not own or possess and is not in **your** custody or under **your** control.

Products

Products that **you** have sold, supplied, provided or delivered including

- 1 containers, packaging, labelling, instructions or advice in connection with **products**
- 2 services that have been completed as part of a contract for the sale or supply of **products** in the course of the business.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course the business.

Sudden incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the business.

If legal liability to pay damages in respect of **property** damage or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property** damage or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own **property** or premises **you** use

- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **claim costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of **accidental**

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor **vehicle** within the European Union in connection with the **business**
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

- 1 for loss of or damage to any motor **vehicle** referred to in a or b above
- 2 unless the motor **vehicle** is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor **vehicle**
- 3 where cover is provided by another insurance **policy**.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your schedule**.

Data Protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the period of insurance, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the business.

We will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation within the **policy territories**.

We will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 compensation costs and expenses covered by any Legal Expenses insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one period of insurance, is the data protection limit of indemnity shown in **your schedule**.

Defective premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of **accidental bodily injury** or **property** damage, occurring during any one period of insurance, arising out of premises **you** have disposed of, but had previously owned in connection with the business.

We will not cover

- 1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance **policy**.

Environmental clean up cover

We will cover the amount of **claim costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the business, within the **policy territories**.

The maximum **we** will pay for all **claim costs**, as a result of one **sudden incident** or all such incidents happening during any one period of insurance, is the **claim costs** limit of indemnity shown in **your schedule**.

Where a claim for damages arises in addition to **claim costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **claim costs** added together, will not exceed the public liability limit of indemnity shown in **your schedule**.

We will not cover any part of a claim for **claim costs**

- 1 at, in or upon **property** that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
 - a necessary to meet the standards required by law at the start of remediation
 - b existing at the time of a **sudden incident** for which a claim is made under this section.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the period of insurance, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain our prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person

entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one period of insurance, is the **manslaughter costs** limit of indemnity shown in **your schedule**.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of **yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**. **We** will not provide cover beyond the requirements of **your** contract with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following **property** whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage.

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

We will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to **property** for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **claim costs**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property** damage occurring during the period of insurance, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain our prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one period of insurance, is the **safety legislation costs** limit of indemnity shown in **your schedule**.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices

- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of indemnity

- 1 The public liability limit of indemnity shown in **your schedule** is the maximum amount **we** will pay for all damages arising from one event.
- 2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.
- 3 The **products** liability limit of indemnity shown in **your schedule** is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
- 4 The **terrorist act** limit of indemnity shown in **your schedule** is the maximum amount **we** will pay for all damages as a result of all occurrences during any one period of insurance, arising directly or indirectly in connection with **terrorist act**.
- 5 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your schedule**.
- 6 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the **claim** or **claims**, except if an action for damages is started or brought in the United States of America or Canada.
- 7 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your schedule**, for the total of all damages and **claim costs** arising from the action.
- 8 In respect of any **claim** or **claims**, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or **claims**. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

What is not covered

Aircraft and watercraft exclusion

We will not cover **claims** caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

Airside exclusion

We will not cover **claims** caused by or arising from any **services** in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Aviation and hovercraft products exclusion

We will not cover **claims** caused by or arising from any **products** which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

Asbestos exclusion

We will not cover **claims** caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any **property** or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover **claims**

- 1 for **contractual liability** in connection with **products**
- 2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Damage to products and services exclusion

We will not cover **claims** for loss of or damage to **property** forming part of a contract for the sale or supply of **products** or services, caused by or arising from a defect in or the unsuitability of those **products** or services.

Defamation and discrimination exclusion

We will not cover **claims** caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
 - a where the results are intended or expected, or are reasonably foreseeable by **you**
 - b by anyone other than **you**, so far as cover is requested for their own liability
- 2 for **claim costs** in circumstances where **you** have knowingly
 - a deviated from any regulatory notice, order or protection ruling
 - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Electronic data exclusion

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Employment dispute exclusion

We will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment related legislation.

Excess exclusion

The excess will apply to each **event** for loss as stated in **your schedule**. In respect of **products**, the excess will apply to each **event** during each **period of insurance** that loss occurs as a result of the event.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

North America exclusion

We will not cover claims caused by or arising from

- 1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada

- 2 services in the United States of America or Canada
- 3 pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

Offshore exclusion

We will not cover claims caused by or arising from any services, **offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall exclusion

We will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or services, or to make any refund.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether

war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to **property** by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

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.

Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible **property** which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

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

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

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

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at our request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your schedule** are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** at the premises or site of a customer, **you** must take reasonable steps to obtain confirmation from the sub- contractor, prior to starting work, that they have

Public Liability insurance in force throughout the period of their involvement.

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

General conditions Section 15 - Employers liability

Your schedule will show if this section is covered

Meanings of defined terms

These meanings apply within **your** Employers liability section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout your **policy**, and not just this section, can be found on page 9 of the General introduction section of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is a employed by **you** or on **your** behalf on
 - a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

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

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Manslaughter costs cover

We will cover **manslaughter** costs in respect of any death occurring during the period of insurance, in

circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain our prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by us.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against you, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter** costs and costs awarded against you, or any person entitled to cover under this section, in total, as a result of all occurrences during any one period of insurance, is the **manslaughter** costs limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories** .

Overseas employees cover

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories** , **we** will cover the amount of damages

which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories** .

We will not pay

- 1 for any action or recovery brought or commenced a in a court of law outside the **policy territories** b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
- 2 here an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories** .

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of yours whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey. The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any principal arising from the performance of **your** work for the principal.

We will not provide cover beyond the requirements of **your** contract with the principal.

Safety legislation costs cover

We will cover **safety legislation** costs in respect of any **bodily injury** occurring during the period of insurance, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain our prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by us.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against you, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation** costs and costs awarded against you, or any person entitled to cover under this section, in total, as a result of all occurrences during any one period of insurance, is the **safety legislation** costs limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation** costs already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories** .

Unsatisfied court judgements cover

We will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a **business** within the **policy territories** , if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to us.

Limit of indemnity

- 1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and claims costs and will apply to any one claim or series of claims by one or more of the employed persons arising from one occurrence.

- 2 The **terrorist act** limit of indemnity shown in **your** schedule will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with **terrorist act**.
- 3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while offshore.

Radioactive contamination exclusion

We will not cover claims for

- 1 **contractual liability**
- 2 which **your** principal has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination. Road Traffic Act exclusion **We** will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your** policy. 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.

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at our request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Section 16 – Motor Legal Expenses

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises.

Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The **Insurer** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers **Advisers' Costs** incurred in a **Legal Action** up to the **Maximum Amount Payable** where:-

- (a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial limits**; and
- (b) The **Legal Action** takes place in the **Territorial limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Cover

Personal Injury

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the Legal Action in full or in part.

What is not insured:-

Claims

- a) Relating to an agreement you have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

Uninsured Loss Recovery

What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of Your insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the Adviser must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not insured:-

Claims

Relating to an agreement **you** have entered into with another person or organisation.

For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor Prosecution Defence

What is insured

You are covered for **Advisers' Costs** to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

- c) For parking offences for which **You** do not get penalty points on **Your** licence
- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

Definitions

You/Your

Uninsured Loss Recovery & Personal Injury: The person responsible for insuring the **Vehicle** declared to Us and the authorised driver.

Motor Prosecution Defence: The person responsible for insuring the **Vehicle** declared to **Us**.

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Premium

The **Premium** paid by **You** for this policy.

Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the Insured **Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which **You** are not at fault and for which another party is at fault.

Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

Advisers' Costs

Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

Legal Action

The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident** involving the **Vehicle**; the defence of criminal motoring prosecutions in relation to the **Vehicle**.

Court Proceedings

The Service of **Court Proceedings**

Maximum Amount Payable

The **Maximum Amount Payable** in respect of an **Insured Event** which is:

Uninsured Loss Recovery and Personal Injury:

£100,000

Motor Prosecution Defence: £20,000

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Vehicle

The **Vehicle** declared to **Us** including a caravan or trailer whilst attached.

We/Us/Our

Arc Legal Assistance Ltd who administer this insurance on behalf of the **Insurer**.

Adviser

The panel solicitor or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by **You**.

Insurer

AmTrust Europe Limited.

Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between **You** and the **Adviser**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in the professional fees the **Adviser** is able to recover.

Collective Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between the **Adviser** and **Us**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in professional fees the **Adviser** is able to recover.

Small Claims Track Limit

If **You** are resident in England or Wales, the most they can claim in the small claims track of the County Court in England and Wales.

Conflict of Interest

There is a **Conflict of Interest** if **We** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Exclusions

1) There is no cover:-

- a) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance.
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
- c) Where an estimate of the **Advisers' Costs** is greater than the amount in dispute
- d) Where **Your** act or omission prejudices **Yours**, or the **Insurer's** position in connection with the **Legal Action**.
- e) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- f) For **Advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- g) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have elected to use an **Adviser** of **Your** own choice.
- h) Where **You** have alternative legal expenses cover.
- i) For claims made by or against the **Insurer, Us** or the **Adviser**.
- j) For any claim where at the time of the **Insured Event, You** were disqualified from driving did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate, procure valid vehicle tax or Road Fund Licence or comply with any laws relating to its ownership or use.
- k) Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**.
- l) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- m) For any claim arising from racing, rallies, competitions or trials.
- n) For **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval.
- o) For an application for Judicial Review.
- p) For appeals without the prior written consent of **Us**.
- q) Prior to the issue of **Court Proceedings**, for the costs of any legal representative other

than those of the **Adviser** unless a **Conflict of Interest** arises.

- r) For **Advisers' costs** incurred in claims relating to the amount of **Advisers' Costs**.
- s) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**.
- t) For **Advisers' Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure Rules
- u) For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- v) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**
- w) Where **You** should have reasonably realised when purchasing this insurance that a claim under this insurance might occur
- x) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence
- y) For claims involving a novel point of law

2) Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

1) Claims

- a) **You** must notify claims as soon as possible within 180 days of the **Insured Event**.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If **Court Proceedings** are required or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You, You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
 - i) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.

- ii) Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The **Adviser** will:-
- i) Provide a detailed assessment of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Adviser's costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from any third parties.
 - vii) Agree with **Us** not to submit a bill for **Adviser's costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs We may require **You** to change **Adviser**.
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- j) **We** may require the **Adviser** to enter into a **Conditional Fee Agreement** (as regulated by The Conditional Fee Agreements (Revocation) Regulations 2005) with **You**.
- 2) Prospects of Success**
At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:
- a) Being able to recover the amount of money at stake
 - b) Being able to enforce a judgement
 - c) Being able to achieve an outcome which best serves **Your** interests
- 3) Proportionality**
We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.
- 4) Disputes**
If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.
- 5) Disclosure Breach**
If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:
- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
 - b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
 - c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
 - d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known
- 6) Fraud**
In the event of fraud, **We**:
- a) Will not be liable to pay the fraudulent claim
 - b) May recover any sums paid to **You** in respect of the fraudulent claim
 - c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
 - d) Will no longer be liable to **You** in any regard after the fraudulent act.
- 7) Other Insurances**
If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

8) Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to **Your** insurance adviser.

Your insurance adviser or **Us** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, unless otherwise a change of address has been notified to **Your** insurance adviser. No refund of **Premium** shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

9) English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10) Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

To Make a Claim

Uninsured Loss Recovery & Personal Injury

You should call **0344 844 0892** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or Vehicle repairs.

Motor Prosecution Defence

You should telephone **0344 770 1040** helpline number to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

Unless a **Conflict of Interest** arises **You** are not covered for legal fees incurred before **Court Proceedings** are issued unless **You** use **Our** panel solicitor or their agents which **We** will appoint to act for **You**.

Privacy and Data Protection Notice

1) Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2) How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3) Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4) Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5) Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6) Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have investigated the complaint if both parties agree.

Arc's contact details are:
Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel **01206 615000**
Email **customerservice@arclegal.co.uk**

The Financial Ombudsman Service contact details are:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel **08000 234567**
Email **complaint.info@financial-ombudsman.org.uk**

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800 111 6768**.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at **www.fca.org.uk**.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback.

We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or alternatively write to
Q Underwriting, 40 Cathedral Road, Cardiff CF11 9LL or telephone us on 02920 301030

In the event your complaint is about AXA Insurance you can write to us at

AXA Insurance
Commercial complaints
AXA House
4
Parklands
Lostock
Bolton
BL6 4SD
Tel: 01204 815359
Email: commercial.complaints@axa-insurance.co.uk

When you make contact please tell us the following information:

- Name address and postcode, telephone number and e-mail address (if you have one)
- Your policy and / or claim number, and the type of policy you hold
- The name of your insurance agent / firm (if applicable)
- The reason for your complaint

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

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk



Q/COU-POL/09.21

Q Underwriting Services Ltd

1 Minster Court, Mincing Lane, London, EC3R 7AA

www.Qunderwriting.com

Q Underwriting is a trading name of Q Underwriting Services Limited. Q Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority FRN 657367. Registered in England under No. 08946569. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

