

# bibu

countryside motor policy



your policy wording

# Introduction

## **BIBU Countryside Motor Policy**

Our product is in a clear language format to reflect the wishes of our clients and intermediaries.

The motor policy is underwritten by **AXA Insurance UK plc.**

Registered in England and Wales No 78950.  
Registered Office: 20 Gracechurch Street,  
London EC3V 0BG.

A member of the AXA Group of companies.  
AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Administered by BIBU.**

Authorised and regulated by the Financial Conduct Authority.

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# Welcome to BIBU and AXA

## Thank you for choosing BIBU and AXA

Please read carefully all documents that **we** have provided and keep them in a safe place. If **you** have any questions or need anything explained or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

## Your policy

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

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

This **insurance** is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new **schedule** will be issued for each **period of insurance** showing any changes to **your** cover.

**Your schedule** states which sections are covered for each **vehicle** insured. If a section is not shown as “covered” it will not apply. Cover options can be found on page 13.

Throughout this **policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance and do not form part of the contract.

To help **you** understand the cover provided **we** have added ‘What is covered’ and ‘What is not covered’.

Under the heading ‘What is covered’ **we** give information on the **insurance** provided. This must be read with ‘What is not covered’, the Policy exclusions, the Policy conditions and the section conditions at all times.

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

# Important phone numbers



## UK Motor Claims Service

0345 900 4185

Our 24 hour helpline will immediately take action to help **you**, if **you** need to make a **claim** or if **you** think **you** do. Please quote **your** **policy** number when **you** call.



## Glass Replacement Service

0800 269 661\*

If **you** have Comprehensive cover **our** glass repair/replacement helpline will arrange quick and efficient service every day.



## UK Breakdown Referral Service\*\*

0800 269 661\*

This 24 hour emergency service provides assistance when **you** most need it.



## Motor Legal Assistance\*\*\*

0370 241 4140\*

Our 24 hour helpline will assist **you** with motor related legal advice. Please quote reference 34035 when **you** call.

- \* Calls charges to 0370 may vary depending on **your** service provider and calls to a 0800 number are free from a BT landline. **You** should check with **your** own phone operator in case different call charges apply, and calls from a mobile phone can be substantially higher.
- \*\* Inter Partner Assistance 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.
- \*\*\* Cover under this section is provided by Lawclub Legal Protection which is a trading name of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.  
Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

## Making a claim

If **you** need to make a **claim** please first check **your** **policy** to make sure **you** are covered. **You** must then follow the instructions provided on page 9 under the Claims notification condition and Claims procedures condition under Policy conditions.

Please contact **us** so **we** may deal with **your** **claim** quickly and fairly.

## Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please read 'Making a complaint' on page 36 of the **policy**.

# Meaning of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There are additional defined terms under the Vehicle breakdown referral service and Uninsured loss recovery sections.

## Accessories

Any items permanently attached to **your vehicle** which are not directly related to its function as a **vehicle** but form an integral part of the **vehicle** and are not designed to operate independently.

## Approved repairer

A network of approved repairers who can be contacted through any AXA Customer Service Centre or the UK Motor Claims Service helpline as detailed on page 5.

## Certificate of insurance

The certificate of motor insurance is legal evidence of **your motor insurance**.

## Claim(s) or accident(s)

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

## Endorsement(s)

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

## Excess

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

If more than one of **your vehicles** is involved in the same **accident** or loss any excess which is applicable will be applied to each **vehicle** as though separately insured.

## Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland,

France (including Principality of Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

## Green card

An international insurance document which is recognised as proof that **you** have the minimum **insurance** cover by law to drive in countries which are not members of the EU/European Union.

## Insure, insurance

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

## Liability, liable

A legal responsibility to compensate others.

## Market value

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

## Personal effects

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

## 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**.

## Policy

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

## Meaning of defined terms *continued*

### Principal

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

### Renewal

Extending the first **period of insurance**.

### Schedule

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

### Terrorism

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

### Third party

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

### Vehicle

Described by registration or serial number for a class of vehicle by type of vehicle concerned.

Each type of vehicle will have unique cover, use, driving, **endorsement(s)** and **certificate of insurance** arrangements which will be shown in the **schedule**.

### We, us, our

Refers to AXA Insurance UK plc except under Vehicle breakdown referral service section.

### Windscreen replacement provider

A provider who has been contacted through **our** Glass replacement service helpline.

### You, your

The person, firm, company, business or organisation shown in **your schedule** as the policyholder except under Vehicle breakdown referral service section and Uninsured loss recovery section.

# Policy conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy void** (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of any **claim** payments.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Arbitration condition

If **we** agree to pay **your claim** and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed.

Alternatively, depending on the size of **your** business, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take legal action against **us** over this disagreement.

## Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address.

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

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

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

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

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

**We** do not have to offer **renewal** of **your policy** and 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 a roadworthy condition and **we** must be able to inspect it at any time.

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

## Cash payments condition

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

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

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

## Change in risk condition

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

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your schedule** as The insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

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



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

### Claims notification condition

If bodily injury, loss, theft or damage happens to **you, your vehicle** or anyone else **you** must immediately:

- call the claims telephone helpline on 0800 269 661
- provide **us** with full details of any other party involved in the incident
- send **us** any letters and documents **you** receive in connection with the incident before **you** reply to them
- tell **us** in writing if **you** know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident.

If **we** ask **you** must send **us** written details of **your claim** within 31 days.

Anyone making a **claim** under this **policy** must give **us** any information and help **we** need.

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

### Claims procedures condition

**We** will:

- take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **approved repairer** and inform **you** of any further action **you** may need to take.
- provide a suitable courtesy vehicle for the period that **your vehicle** is being repaired by an **approved repairer** if **your vehicle** is a private car or goods carrying vehicle (up to 3.5 tonnes gross vehicle weight) and the cover is Comprehensive or Third Party Fire and Theft (following a fire or theft **claim**)

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

- do whatever **you** can to protect the **vehicle** and its **accessories**.

- take all reasonable steps to recover missing property and to prevent a further incident.

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

- admit anything, or make any offer or promise about a **claim**, unless **you** have **our** written permission to do so.

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

### Fair presentation of risk condition

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

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

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

**We** will:

- refuse to pay the **claim**;
- 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 **we** may charge an administration fee for instalments rejected by **your** bank.

**We** have the right to cancel **your policy** for non-payment.

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. If no **claim** has been made

and insufficient payments have been made to cover the period for which **insurance** has been provided, payment for the unpaid portion of premium will remain due.

### Law applicable to this policy condition

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

### Motor Insurance Database (MID) condition

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

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

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

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

It is vital the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## Policy conditions *continued*

**You** should show this condition to anyone insured to drive the **vehicle(s)** covered under this **policy**.

### Other insurances condition

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

### Right of recovery condition

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

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

### 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 condition

**We** have the right to take over and deal with the defence or settlement of any **claim** in the name of the person making a **claim** under this **policy**. **We** may also pursue any **claim** to recover any amount due from a **third party** in the name of anyone claiming cover under this **policy**.

### Windscreen replacement provider condition

If **your vehicle** has a broken window or windscreen, including any resulting scratched bodywork the repair or replacement must be carried out by a **windscreen replacement provider** authorised by **us**. If **you** do not comply with this condition **we** will not pay more than £100 towards each **claim**.

# General policy exclusions

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

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

## Airside exclusion

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

## Pollution and contamination exclusion

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

## Radioactive contamination exclusion

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

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

## Riot and civil commotion exclusion

This **policy** does not provide cover except under Section 1 – Legal liability to others for any **accident**, injury, loss or damage caused by riot or civil commotion if it occurs outside England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

This will not apply if **you** can prove that the **claim** was not caused by any of these events.

## Tool of trade exclusion

**We** will not **insure you** in respect of operational risks whilst **your vehicle** is being used as a tool of trade except where **we** must meet the requirements of the Road Traffic Acts unless otherwise stated on **your schedule**.

## Vehicle use exclusion

**We** will not cover **you** when **your vehicle**:

- 1 is being used for any purposes that are not specified in **your certificate of insurance**
- 2 is being driven by or in the charge of any person who is not covered by **your certificate of insurance**
- 3 is being driven by **you** if **you** do not hold a licence to drive the **vehicle** or **you** are disqualified from having such a licence;
- 4 is being driven with **your** permission by someone who **you** know does not hold a licence to drive the **vehicle** unless that person has held a licence and is not disqualified from getting one;
- 5 used in any rally or competition or motor trial or on any race track for the purposes of racing or time trials whether or not as part of an organised competitive event.

Exclusions **1** and **2** will not apply and **we** will **insure you** if the **claim** arises because the **vehicle** was stolen or taken without **your** permission.

Exclusions **3** and **4** will not apply when a licence to drive is not required by law.

## War risks exclusion

This **policy** does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However this **policy** covers **you** so far as is necessary to meet with any law on Compulsory insurance.

# Cover options

The cover provided under **your policy** is shown on **your schedule** for each **vehicle** insured. The sections that apply to each type of cover are as follows:

Section Number	Section	Cover		
		Comprehensive	Third Party, Fire and Theft	Third Party only
1	Legal liability to others	Y	Y	Y
2	Loss of or damage to your vehicle	Y	Only in respect of loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft	N
3	Windscreen and window replacement	Y	Only in respect of loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft	N
4	Trailers and mechanically disabled vehicles	Y	Y	Y
5	Indemnity to principals	Y	Y	Y
6	Unauthorised movement	Y	Y	Y
7	Contingent liability	Y	Y	Y
8	Cross liabilities	Y	Y	Y
9	Personal accident	Y	N	N
10	Medical expenses	Y	N	N
11	Personal effects	Y	N	N
12	Service or repair	Y	Y	Y
13	European travel	Y	Y	Y
14	Vehicle breakdown referral service	Y	Y	Y
15	Uninsured loss recovery	Y	Y	Y

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

# Section 1 – Legal liability to others

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## ✓ What is covered

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

- 1 death of or bodily injury to anyone
- 2 damage to property  
of which **we** will pay no more than £20,000,000 (excluding the costs and expenses from claimants and any remaining expenses and costs) for any one **claim** or number of **claims** arising out of one event if **your vehicle** is registered as a private car.  
£5,000,000 (excluding the costs and expenses from claimants and any remaining expenses and costs) for any one **claim** or number of **claims** arising out of one event for any other **vehicle** shown in the **schedule**.  
£5,000,000 for the costs and expenses from claimants and any remaining expenses and costs for any one **claim** or number of **claims** arising out of one event for any **vehicle** shown in the **schedule**.

## Vehicles which are insured

**Your vehicle(s)** as listed in the **schedule**.

## Who is insured under this section

If **you** ask **us** to, **we** will give the following people the same level of cover as **we** give **you**:

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

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

## Costs and expenses cover

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

- 1 solicitors' fees to represent anyone insured under this section at a Coroners' Inquest or Fatal Accident Inquiry;
- 2 for the defence in any Court of Summary Jurisdiction;



## Section 1 – Legal liability to others *continued*

- 3 (if **you** ask **us**) the cost of legal services to defend a charge of causing death by reckless or dangerous driving; and
- 4 any other costs and expenses which **we** agree to in writing.

### Emergency treatment cover

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

### Manslaughter legal defence costs

Providing **we** have given **you our** prior written consent, **we** will cover **you** for:

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

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

- 1 for more than £5,000,000 in total in respect of any one action or series of actions arising out of any one insured event and in aggregate during any one **period of insurance**
- 2 unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business
- 3 unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor **vehicle** or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts

- 4 in respect of proceedings which result from any deliberate act or omission by **you**
- 5 where indemnity is provided by another insurance policy
- 6 for fines or penalties or the cost of implementing any remedial order or publicity order
- 7 for any appeal against any fine penalty remedial order or publicity order
- 8 for costs incurred as a result of the failure to comply with any remedial order or publicity order
- 9 for costs and expense insured by any other policy
- 10 for fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**.

### X What is not covered

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

- 1 to anyone who does not keep to the terms of this **policy**.
- 2 if the person claiming knows that the driver at the time of the **accident** has never held a licence to drive the **vehicle**, or is disqualified from having such a licence, unless a licence to drive is not required by law.
- 3 for death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.
- 4 for loss of or damage to property owned by or in the care of the person claiming, or being carried in or on **your vehicle**.
- 5 for loss of or damage to **your vehicle**.
- 6 for death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of **your vehicle** by anyone other than the driver or attendant of **your vehicle**.
- 7 for death, injury or damage caused by or connected with property on which **you** have carried out any process of manufacture, construction, alteration, repair or treatment.

## Section 1 – Legal liability to others *continued*

- 8 for death, injury, or damage resulting from the explosion of any pressurised container which is part of plant attached to **your vehicle**, except so far as is necessary to satisfy the Road Traffic Acts.

### **Terrorism exclusion**

**We** will not **insure you** for any loss of or damage to property or any subsequent **loss** or legal **liability** directly or indirectly caused by contributed to by or arising from **terrorism** or any action taken in controlling preventing suppressing or in any way relating to **terrorism**.

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

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

However, **we** will provide the minimum cover **you** need under the Road Traffic Act.



# Section 2 - Loss of or damage to your vehicle

## Contents of this section

What is covered	17
What is not covered	18
What you must pay in the event of a claim insured under this section	19

**Your schedule** will show if this section is covered for each **vehicle** insured.

## ✓ What is covered

### 1 Damage to your vehicle

If **your vehicle** is lost or damaged **we** may at **our** option repair, reinstate or replace the insured **vehicle** or pay in cash the amount of loss or damage. The most **we** will pay is the **market value** of **your vehicle** and its attached **accessories** and spare parts at the time of the loss or damage.

### 2 Audio visual communication and guidance equipment

There is no limit applicable under this **policy** for any type of audio visual communication and guidance equipment that formed an integral part of **your vehicle** at original manufacture.

**We** will only pay up to £1,000 after deducting the **excess** shown on **your schedule** for any one **claim** for loss of or damage to permanently fitted audio visual communication and guidance equipment that was not fitted as a standard accessory to **your vehicle** at the time of the **vehicle** manufacture.

### 3 Loss or theft of keys

**We** will in the event of **your vehicle** keys transmitters or security immobilisation keys transmitters being lost or stolen pay for replacing

- a door and/or boot locks
- b ignition/steering locks
- c lock transmitter and central locking interface
- d immobilisation/alarm system.

Subject to a maximum payment of £500 for any one **vehicle**.

Provided that **you** have reason to believe that the person who finds or has stolen such items would be able to identify the whereabouts of **your vehicle**.

### 4 Replacement vehicle

If **you** and anyone else **we** know who has a financial interest in the **vehicle** agrees, **we** will replace **your vehicle** with a new one of the same make and model subject to availability provided that:

- a **your vehicle** is a Private type car in the first year of registration from manufacture or
- b **your vehicle** is a Commercial vehicle with a gross vehicle weight of 3.5 tonnes or less and is in the first six months from manufacture

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

- i lost by theft or
- ii damaged and the cost of repairs exceed 60% of the manufacturers list price (including VAT) at the time of the **claim**.

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

### 5 Recovery and redelivery

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

- a protection and removal to the nearest repairers
- b returning **your vehicle** to **you** after repair to any address **you** wish, provided the cost is no more than it would be if **we** delivered it to **your** address shown in the **schedule**.

### X What is not covered

**We** will not pay for:

- 1 any depreciation in the **market value** of **your vehicle** following its repair, as a result of a **claim** under this section;
- 2 loss of use of **your vehicle**;
- 3 more than **your** estimate of value of the **vehicle** shown in the **schedule**;
- 4 depreciation;
- 5 wear and tear;
- 6 mechanical or electrical breakdowns, failures or breakages;
- 7 damage to tyres caused by braking, punctures, cuts or bursts;
- 8 losing **your vehicle** through deception by someone pretending to be a buyer or that person's agent;
- 9 loss or damage caused during the seizure of **your vehicle** by the police or anyone empowered to act on behalf of a police authority;
- 10 loss or damage caused to **your vehicle** whilst it is being held in the custody or control of any police authority or any other person acting in accordance with direct instructions of any police authority;
- 11 the **excess** which is shown on **your schedule**.

### Keys left in or on your vehicle exclusion

**We** will not pay for loss of or damage to **your vehicle** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in or on **your vehicle**.

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

### Any loss or damage excess

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

### Young and inexperienced driver excess

**You** must pay the additional **excess** if **your vehicle** is lost or damaged whilst being driven by or whilst in the custody or control of any person who features in the following categories:

Under 21 years old                      £250

21 to 24 years old                      £150

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

- 1 a provisional driving licence £150
- 2 a full UK driving licence but held for less than one year £150
- 3 a full EU driving licence but driver has been resident in the UK for less than one year £150
- 4 any other driving licence issued outside of the United Kingdom £150.

**You** do not have to pay these additional amounts if the loss or damage was caused whilst **your vehicle** was in the custody or control of a motor trader for repair or service.

# Section 3 - Windscreen and window replacement

## Contents of this section

What is covered	20
What is not covered	20

Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

We will pay for the repair or replacement of glass in windows or windscreens in **your vehicle** and scratching of the bodywork caused by the glass breaking.

### ✗ What is not covered

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

If **your vehicle** has a broken window or windscreen, including any resulting scratched bodywork we will not pay more than £100 towards each **claim** unless the repair or replacement is carried out by a **windscreen replacement provider** authorised by us.

# Section 4 – Trailers and mechanically disabled vehicles

## Contents of this section

What is covered	21
What is not covered	21

### ✓ What is covered

#### Specified trailers

We will cover a trailer listed in **your schedule** whether it is attached to **your vehicle** or is detached and not being used.

#### Mechanically disabled vehicles

We will cover **your liability** under Section 1- Legal liability to others of this **policy** for a disabled mechanically-propelled vehicle attached to **your vehicle**.

### ✗ What is not covered

We will not provide cover

- 1 when a trailer is attached to any vehicle other than **your vehicle**
- 2 when a trailer, including any trailer type agricultural implement or machine is not specified in **your schedule**
- 3 if **your vehicle** is towing a greater number of trailers in all than is allowed by law
- 4 if **your vehicle** is towing a disabled mechanically-propelled vehicle for hire or reward
- 5 for loss or damage to any disabled mechanically-propelled vehicle
- 6 for loss or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle
- 7 for death, injury or damage because of operating any unspecified mobile plant trailer as a tool of trade (other than a trailer used for agricultural and forestry purposes) except where it is necessary to meet the requirements of the Road Traffic Acts.

# Section 5 - Indemnity to principals

## Contents of this section

What is covered	22
What is not covered	22

### ✓ What is covered

We will cover **you** in the terms of Section 1 – Legal liability to others in respect of **liability** for which **you** are responsible under an agreement with a **principal**.

### ✗ What is not covered

We will not cover **you**

- 1 against **claims** arising out of agreements unless a **claim** would have been accepted in any case
- 2 for bodily injury to the **principal** for any amount for which **you** would not be **liable** in the absence of an agreement
- 3 for the death or bodily injury to any person employed by the **principal** arising out of and in the course that person's employment by the person claiming
- 4 for the damage to property owned by, or in the care of the **principal** for any sum exceeding the amount required to indemnify the **principal**
- 5 for the death, injury or damage resulting from the negligence of any person other than **you** or **your** employee
- 6 when any person does not comply with the terms of this **policy** as far as they can apply.

# Section 6 – Unauthorised movement

## Contents of this section

What is covered	23
What is not covered	23

### ✓ What is covered

We will cover **you** in the terms of Section 1 – Legal liability to others

- 1 against legal **liability** arising as the result of any **accident** involving any motor vehicle which does not belong to **you** and is not hired or loaned to **you**, which is being moved by **you** for the sole purpose of parking or to facilitate the passage of a **vehicle** insured by this **policy**
- 2 for loss or damage to any vehicle which is being moved.

### ✗ What is not covered

We will not cover **you**

- 1 unless the person driving, or the person in charge of the vehicle as the driver, is employed by **you**.

or

- 2 when any person does not comply with the terms of this **policy** as far as they can apply.

# Section 7 – Contingent liability

## Contents of this section

What is covered	24
What is not covered	24

### ✓ What is covered

We will cover **you** in the terms of Section 1 – Legal liability to others when any motor vehicle, not **your** property and not provided by **you**, is being used in connection with **your** business by any person employed by **you**.

### ✗ What is not covered

We will not cover **you** if there is any other existing **insurance** covering the same **liability**.

# Section 8 – Cross liabilities

## Contents of this section

What is covered	24
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### ✓ What is covered

We will cover **you** in the terms of Section 1 – Legal liability to others, for each policyholder described in the **schedule** in respect of any **claim** made by any of them against each other, as if the other was not insured under this **policy**.



# Section 9 – Personal accident

## Contents of this section

What is covered	25
What is not covered	25

Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

If **your** driver is injured:

- 1 in direct connection with **your vehicle** then **we** will pay £2500 to **your** driver or to **your** driver's estate, if within 3 months of the **accident**, the injury is the sole cause of:
  - a death;
  - b total and permanent loss of all sight in one or both eyes; or
  - c total loss of one or more limbs by being cut off at, or above, the wrist or ankle.

### ✗ What is not covered

**We** will not pay:

- 1 if suicide, attempted suicide, alcoholism or drug addiction is linked directly or indirectly to the injury or death;
- 2 more than £2500 arising out of any one incident or during any one **period of insurance**.

# Section 10 – Medical expenses

## Contents of this section

What is covered	25
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Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

If **you**, **your** driver, or any person travelling in **your vehicle** are injured by a cause directly connected with **your vehicle** **we** will pay up to £250 medical expenses for each person injured.

# Section 11 – Personal effects

## Contents of this section

What is covered	26
What is not covered	26

Your **schedule** will show if this section is covered for each **vehicle** insured.

### ✓ What is covered

We will pay up to a total of £250 for any one **claim** for loss of or damage to **personal effects** or belongings in or on **your vehicle**.

If **you** wish **we** will pay the owner of the lost or damaged property. A receipt from the owner will end **our liability**.

### ✗ What is not covered

We will not pay for:

- 1 money, stamps, tickets, documents or securities;
- 2 goods or samples or tools carried for any trade or business;
- 3 theft of any property carried in an open-top or convertible **vehicle** unless in a locked boot or glove compartment.

# Section 12 – Service or repair

## Contents of this section

What is covered	26
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### ✓ What is covered

When **your vehicle** is being serviced or repaired by a motor trader or agricultural engineer, **we** will continue to provide **insurance** under this **policy** for **your** benefit. In these circumstances the driving and use limitations in **your certificate of insurance** will not apply.

# Section 13 - European travel

## Contents of this section

What is covered	27
Automatic minimum cover	27
Customs duty	27

## What is covered

We will provide **insurance** as set out in the **policy**, and the **certificate of insurance** when **you** are travelling within the **geographical limits**.

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

If **you** are travelling within Europe but outside the territories listed within the **geographical limits** **you** will have to request **us** to issue a **green card** to extend the **geographical limits** and full **policy** coverage of the **policy**. The provision of this cover will be at **our** discretion and may be subject to an additional premium.

Please give **us** 14 days notice of **your** need for a **green card**.

## Automatic minimum cover

In addition to providing cover within the **geographical limits** this **policy** also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in any country which the Commission of European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive in relation to civil liabilities arising out of the use of a motor vehicle. If the road traffic laws of Great Britain are wider than the minimum cover of the EU Member State where the incident occurred then the Great Britain level of cover will be provided.

## Customs duty

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

# Section 14 - Vehicle breakdown referral service

## Contents of this section

Meaning of defined terms	28
What is covered	28
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Section conditions	29

Inter Partner Assistance/AXA UK Assistance can arrange a wide range of services for **you** benefit.

Inter Partner Assistance 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 Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or contacting the Financial Conduct Authority on 0800 111 6768.

## Meaning of defined terms

**You** can find the meaning for words on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

## We / us / our

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

## Your home

The last address (in the UK) **you** gave to AXA Insurance as being where **you** permanently live or where the authorised driver is currently keeping **your vehicle**.

## You / Your

The policyholder or person driving the **vehicle** with the authority of the policyholder.

## ✓ What is covered

Following mechanical or electrical failure to **your vehicle** which immediately immobilises **your vehicle** anywhere in the United Kingdom, **we** will arrange at **your** request:

- 1 for 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 for **you** to complete **your** journey by providing a replacement hire car or taxi or alternative overnight accommodation

## Section 14 – Vehicle breakdown referral service *continued*

- 3 for up to two telephone messages to be forwarded to explain **your** delay or cancellation of journey.

**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.

### Accident recovery

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

- 1 the cost of transporting **your vehicle** and passengers
  - a to **your home** or intended immediate destination in the United Kingdom at the time of the **accident**
  - or
  - b to the nearest suitable repairer or to an AXA Insurance **approved repairer** nominated by **you**and/or
- 2 the hire of a suitable and equivalent vehicle for up to 24 hours.

### **x** What is not covered

**We** will not cover

- 1 **vehicles** immersed in mud, snow, sand or water
- 2 the cost of any parts, lubricants, fluids or fuel required to restore **your vehicle's** mobility
- 3 any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this **insurance**

any **claim** while **your vehicle**:

- 1 is carrying more passengers or towing a greater weight than for which it was designed as stated in the manufacturers specifications or in any event is carrying more than 8 persons

- 2 is being driven unreasonably or on unsuitable terrain
- 3 any expenses **you** would normally have incurred during the journey
- 4 for any **accident** brought about by an avoidable, wilful and deliberate act committed by **you**

any **claim** if **your vehicle**

- 1 has not been regularly serviced in accordance with the manufacturers instructions
- 2 is unroadworthy at the start of the journey
- 3 is not a private car, estate car, land rover type vehicle, motorised caravan, light van, mini bus, trailer caravan or trailer of a proprietary make
- 4 exceeds 3.5 tonnes Gross Vehicle Weight.

### Section conditions

These conditions of cover apply 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** must obtain **our** prior approval and consent before expenses are incurred.

**You** must be in attendance at **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**.

### Payment of repairs condition

It is important that **you** are aware that **you** are responsible for the payment directly to the recovery operator and to other suppliers for their costs and fees for goods or services supplied.

# Section 15 - Uninsured loss recovery

## Contents of this section

Meaning of defined terms	31
What is the most we will pay	32
What is covered	32
What is not covered	32
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Cover under this section is provided by **Lawclub** Legal Protection which is a trading name of Allianz Insurance plc registered in England No 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

## Lawphone legal advice line and motor prosecution defence

This section of **your policy** gives **you** 24 hours a day, 365 days a year, telephone access to Lawphone for advice on any commercial legal matter and a motor prosecution defence service. The advice **you** get will always be in accordance with the laws of Great Britain and Northern Ireland.

Please note that **Lawclub** may record the calls for **your, our** and **Lawclub's** mutual protection and **Lawclub's** training purposes.

When **you** call Lawphone quote 34035. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

Phone: 0344 873 0255

All **claims** and calls to Lawphone will be managed by **Lawclub** Legal Protection on **our** behalf.

## Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist for **us** to begin, and continue, providing cover under this section.

In order for **Lawclub** to decide whether **reasonable prospects of success** exist they will seek the opinion of the **legal representative**.

If **Lawclub** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **Lawclub** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your claim** that they feel it is necessary to consult.

If **Lawclub** believe that **reasonable prospects of success** do not exist **we** will end **your claim**.

If **we** end **your claim** due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your claim**.

### Meaning of defined terms

**You** can find the meaning for words on page 6. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

#### Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

#### Costs

Where **Lawclub** have given their written agreement, **we** will pay the following on **your** behalf

- 1 the professional fees and expenses reasonably and properly charged by the **legal representative** on a **standard basis**, up to the guideline hourly rates set by the Senior Court Costs Officer, which **you** cannot recover from **your** opponent
- 2 **your** opponent's costs in civil cases which **you** are ordered to pay by a court or tribunal or which **you** pay **your** opponent with the written agreement of **Lawclub**.

**We** will only pay costs which **we** consider are necessary and in proportion to the value of **your claim**.

**We** will only start to cover costs from the time **we** have accepted **your claim** and **Lawclub** have appointed the **legal representative** on **your** behalf.

#### Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle Senior Court Costs Office legal action.

#### Lawclub

Lawclub Legal Protection, whose address is PO Box 10623, Wigston LE18 9HJ.

#### Legal representative

The solicitor or other person appointed with the agreement of **Lawclub** under this section of **your policy** to represent **you**.

#### Reasonable prospects of success

There are reasonable prospects of success if, at all times during **your** civil case against **your** opponent, it is more likely than not that:

- 1 a court would:
    - a decide the legal action under 'Uninsured loss recovery' in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your claim** by a court); or
    - b award **you** a more favourable settlement than has already been offered by **your** opponent;
- and
- if **you** are seeking **damages** from **your** opponent, **you** will recover them.

**We** explain in more detail how **Lawclub** will decide if **your** legal action has reasonable prospects of success under 'Important information about reasonable prospects of success' above.

#### Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.



## Territorial limit

For Uninsured loss recovery –

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

For Motor prosecution defence –

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

## You/your

The person shown on **your schedule** as the policyholder and

- 1 anyone allowed by the **certificate of insurance** to drive the insured **vehicle**, and
- 2 anyone who, with **your** permission, is in, getting into, or out of, the insured **vehicle**.

## We/us/our

We/us/our under this section means **Lawclub** Legal protection.

## What is the most we will pay

We will pay up to £100,000 in **costs** for all **claims** arising out of any one event.

## ✓ What is covered

### 1 Uninsured loss recovery

We will pay the **costs** **Lawclub** have agreed to of **you** taking legal action against **your** opponent for **damages** arising from an accident involving **your vehicle** that:

- 1 **Lawclub** and the **legal representative** agree is not **your** fault; and
- 2 was caused by **your** opponent; and
- 3 causes:
  - a **your** death or bodily injury while **you** are in, on or getting into or out of the insured **vehicle**
  - b damage to the insured **vehicle**

- c damage to property which **you** own or are legally responsible for and which is in or on the insured **vehicle**.

The cover provided by **us** also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- 1 the accident happened within the **territorial limit** and during the **period of insurance**; and
- 2 the legal action will be decided by a court within the **territorial limit**; and
- 3 **Lawclub** have given their written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- 4 **reasonable prospects of success** exist.

### 2 Motor prosecution defence

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the insured **vehicle**. The cover also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

We will provide this cover as long as

- 1 the event giving rise to the criminal proceedings happened within the **territorial limit** and within the **period of insurance**
- 2 the criminal proceedings will be decided by a court within the **territorial limit**
- 3 **Lawclub** have given their written agreement to **you** making an appeal against **your** conviction or sentence by a court.

## ✗ What is not covered

We will not pay for any

- 1 **claim** arising out of a contract **you** have with another person or organisation
- 2 **claim** for an event which is also covered under Section 1 Legal liability to – or Section 2 – Loss of or damage to **your vehicle** of this **policy**
- 3 **claim** for an event resulting in legal proceedings where **you** are accused of corporate manslaughter or corporate homicide



## Section 15 – Uninsured loss recovery *continued*

- 4 **claim** for an event which is not covered under **your** current motor insurance **policy**
- 5 **claim** where the insured **vehicle** is being used for racing, rallies or competitions
- 6 disputes between **you** and **us** or **Lawclub**
- 7 fines, penalties or compensation awards
- 8 **costs** or expenses **you** are ordered to pay by a criminal court
- 9 application for a judicial review
- 10 disputes or **claims** arising from **your** deliberate, conscious, intentional or careless disregard of the need to take all reasonable steps to avoid, prevent and limit any dispute or **claim**
- 11 **costs we** have not agreed to in writing
- 12 **costs** covered by another insurance policy
- 13 **costs you** have paid directly to the **legal representative** or any other person without the permission of **Lawclub**
- 14 VAT which **you** can recover from elsewhere
- 15 parking offences for which **you** do not get points on **your** licence
- 16 criminal proceedings to do with driving while under the influence of drink or drugs
- 17 criminal proceedings brought against **you** because **you** have allowed other people to use an insured **vehicle**
- 18 **claim** where **you** do not have a valid
  - a motor insurance **policy**
  - b road fund licence or MOT certificate for the insured **vehicle**
  - c driving licence
- 19 **claim** while
  - a **you** are insolvent (or have committed an act of insolvency or bankruptcy)
  - b **you** have made an arrangement with the people **you** owe money to
  - c **you** have entered into a deed or arrangement
  - d **you** are in liquidation
  - e part or all of **your** affairs, assets or property are in the care or control of a receiver or a liquidator or

f there is an administration order over **your** affairs, assets or property

- 20 **costs** where **you** knowingly and materially mislead **Lawclub** or the **legal representative**, or fail to pass important information to **Lawclub** or the **legal representative** in connection with any **claim** made under this section of **your policy**. If this happens **we** can reclaim from **you** any money already paid in respect of any relevant **claim**.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following 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 **Lawclub** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- 1 **You** must
  - a make **your claim** within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred;
  - b not appoint a **legal representative** to represent **you** in **your** legal action;
  - c at all times throughout **your** legal action give the **legal representative** and **Lawclub** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation. **You**, and anyone acting on **your** behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to **Lawclub**;
  - d follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include attending all court hearings

- or other appointments that the **legal representative** asks **you** to attend;
- e not withdraw **your claim** from the **legal representative** without the written agreement of **Lawclub** and the **legal representative**;
  - f get **Lawclub's** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
  - g instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this policy to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;
  - h instruct the **legal representative** to keep to Condition 2 below.
- 2 The **legal representative** must do the following
- a get **Lawclub's** written permission before instructing a barrister or other legally qualified advisor or expert in respect of **your** legal action;
  - b tell **Lawclub** at the first opportunity once they become aware of any information or development relating to **your** legal action which will more likely than not mean that:
    - i **reasonable prospects of success** no longer exist; or
    - ii the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
  - c tell **Lawclub** at the first opportunity they become aware that **you** want to make an offer, or **your** opponent has made an offer to settle **your** legal action;
  - d report the result of **your** legal action to **Lawclub** at the first opportunity after it is finished
  - e take all reasonable steps to recover **costs** from **your** opponent and pay them to **Lawclub**.
- 3 **Lawclub** will have the right to
- a take over and conduct, in **your** name, any **claim** or proceedings:
    - i before a **legal representative** has been appointed; or
    - ii that are necessary to recover **costs** that **we** have paid in respect of **your** legal action
  - b ask **us** to settle a **claim** by paying the amount in dispute
  - c appoint the **legal representative**, in **your** name, and on **your** behalf
  - d have any legal bill assessed if **Lawclub** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **Lawclub** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment
  - e contact the **legal representative** at any time, and have access to all statements, opinions, reports and any other information to do with **your claim**
  - f end **your** cover if, during the course of the legal action **reasonable prospects of success** no longer exist. If **you** continue the legal action and get a better settlement than **Lawclub** expected, **we** will pay **your** reasonable **costs** which **you** cannot get back from anywhere else
  - g settle the **costs** covered by this section of **your policy** at the end of the **claim**
  - h end **your claim** and get any **costs** back from **you** that **we** have paid or agreed to pay if
    - i the **legal representative** reasonably refuses to go on acting for **you** because of any unreasonable act or failure to act by **you** or

- ii **you** unreasonably withdraw **your claim** from the **legal representative** without the agreement of **Lawclub** and
- iii **Lawclub** do not agree to appoint another **legal representative** to continue **your claim**.

**4 Your agreements with others**

**We** or **Lawclub** will not be bound to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

**5 Choosing the legal representative**

At any time before **Lawclub** agree that legal proceedings need to be issued or defended, they will choose the **legal representative**. **You** can only choose the **legal representative** if **Lawclub** agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **Lawclub**.

If **Lawclub** agree to appoint a **legal representative** that **you** choose, they will be appointed on the same terms as they would have appointed their chosen **legal representative**. **Lawclub** may decide not to accept **your** choice of **legal representative**. If **Lawclub** do not agree with **your** choice, the matter will be settled using the procedure as set out under condition 6.

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any legal proceedings as low as possible.

**6 Disputes**

If there is a dispute between **you** and **Lawclub**, the matter may be referred to an arbitrator. If **you** and **Lawclub** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

The loser of the arbitration must pay all the **costs** involved. If the decision is not clearly made against either **you** or **Lawclub**, the arbitrator will decide how the **costs** will be shared.

**7 Notices**

Every notice which needs to be given under this section of **your policy** must be given in writing. If **you** give **us** notice, **you** must send it to **our** address. If **we** give **you** notice, **we** must send it to **your** last known address.

**8 How to make a claim**

**Your claim** will be managed by **Lawclub** on **our** behalf.

If **you** need to make a **claim** for uninsured loss recovery contact **us** on 0370 9000 860. **We** will pass the details of **your claim** on to a **legal representative**.

If **you** need to make a **claim** for motor prosecution defence call the Lawphone legal helpline and follow the instructions. A **claim** form will be sent to **you**, please fill it in and send it to:

**Lawclub:**



The Claims Department  
Lawclub Legal Protection  
Allianz-ALP  
PO Box 10623  
Wigston  
LE18 9HJ

**Lawclub** will contact **you** once they have received the **claim** form. **You** must not appoint a solicitor yourself.

If **you** have already seen a solicitor before **Lawclub** have accepted **your claim**, **we** will not pay any fees or other expenses that **you** have incurred. If **your claim** is covered, **Lawclub** will appoint the **legal representative** that they have agreed to in **your** name and on **your** behalf and **we** will only start to cover the **costs** from the time **Lawclub** have accepted the **claim** and appointed the **legal representative** in **your** name and on **your** behalf.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**. **We** will also withdraw from any current **claim**.

# Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to a **claim on your policy**, please contact the department dealing with **your claim**. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

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

### AXA Insurance complaints:



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

### All claims complaints:



Tel: **01204 815359**



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

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

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

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

## Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

**You** have 6 months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

### The Financial Ombudsman Service



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



Telephone: **0800 023 4567\*** or  
**0300 123 9123\*\***  
Fax: **020 7964 1001**



Email: **complaintinfo@financial-ombudsman.org.uk**  
Website: **www.financial-ombudsman.org.uk**

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

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

## Our promise to you

### We will

- 1 acknowledge written complaints promptly.
- 2 investigate **your** complaint quickly and thoroughly.
- 3 keep **you** informed of progress of **your** complaint.
- 4 do everything possible to resolve **your** complaint.
- 5 learn from **our** mistakes.
- 6 use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the **claim**. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Financial Conduct Authority Regulation

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







[www.bibu.co.uk](http://www.bibu.co.uk)

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Harrogate  
HG2 8RE

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