



Farm Motor Policy

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Farm Motor Policy

This **policy** is a contract between the **policyholders** and AXA Insurance UK plc (herein called **the insurer**) and administered by AIUA.

This **policy** and any **policy schedule, endorsement(s)**, clauses and **certificate of motor insurance** should be read as if they are one document.

It is evidence of the contract **you** have made with **us**.

The insurer's acceptance of this risk and the premium calculated is based on the information presented to **the insurer** being a fair presentation of the risk to be insured by the **policyholder** including any unusual or special circumstances which increase the risk and any particular concerns which the **policyholder** may have about their risk and the cover required.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactments thereto.

Any heading in this **policy** is for ease of reference only and does not affect its interpretation.

The **insurer** will provide the insurance described in this **policy** (subject to the terms set out herein) within the **territorial limits** for the **period of insurance** shown in the **policy schedule**, any subsequent period for which the **policyholder** shall pay and **the insurer** shall agree to accept the premium.

Sections 1 – 9 of the motor **policy** is underwritten by

AXA Insurance UK plc
Registered in England No: 78950
Registered Office: 5 Old Broad Street, London EX2N 1AD

A member of the AXA Group of Companies

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Section 10 of the motor **policy** is underwritten by

Lawclub Legal Protection

Lawclub Legal Protection 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.

Administered by

AIUA
Grimbald Crag Close
Knaresborough
HG5 8PJ

Authorised and regulated by the Financial Conduct Authority.

Policy Cover Index

Section Number	Section	Cover		
		Comprehensive	Third Party, Fire and Theft	Third Party Only
1	Loss or Damage	Y	Only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	N
2	New Vehicle Replacement	Y	Only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	N
3	Glass	Y	N	N
4	Liability to Third Parties	Y	Y	Y
5	Additional Covers	Y	Only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	N
6	No Claims Discount	Y	Y	Y
7	Cover in Europe	Y	Y	Y
8	Trailers	Y	Where cover is in effect, only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	N
9	Miscellaneous	Y	Y	Y
10	Uninsured Loss Recovery	Y	Y	Y

Permitted Use

We will cover **your vehicle** while it is used for its permitted use.

The permitted use is defined in **your certificate of motor insurance**.

If a **certificate of motor insurance** has not been issued then the use will be described by **endorsement** on **your policy**.

Definitions

Wherever the following words or phrases occur in bold, they will have the same meaning as described below. There are additional defined terms under the Uninsured Loss Recovery section.

Accessories

Audio visual recording or reproduction equipment and communications or navigation equipment permanently fitted to **your vehicle**.

Wagon sheets, tarpaulins, safety equipment and manufacturers' tool kit for use solely in connection with **your vehicle**.

Agricultural Vehicle

Any type of tractor, combine harvester, all-terrain vehicle (three or four wheel), self-propelled vehicle or **special type** vehicle used for the business of farming, forestry or agricultural contracting which appears in the **policy schedule**.

Approved Repairer (Glass)

Any third-party service provider with whom **we** have an agreement.

Certificate of Motor Insurance

A document **you** must have as proof that **you** have the motor insurance necessary to comply with the requirements of current road traffic legislation. It shows

- a) The same number as the **policy**.
- b) Who can drive **your vehicle**.
- c) What purposes **your vehicle** can be used for.
- d) What purposes **your vehicle** cannot be used for.

Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate which, from time to time, is that in force, and not one which **we** have withdrawn or which has ceased to be valid.

Commercial Vehicle

Any type of motor vehicle manufactured and used for the carriage of goods for business purposes but excludes those defined as an **agricultural vehicle**.

Damage

Caused by accidental means or malicious acts.

Dangerous Goods

Any goods or substances of a nature or quantity that require carriage in accordance with any legislation and related regulations governing the carriage of **dangerous goods** by road including provisions relating to classification packaging

and labelling as may be of application from time to time in England and Wales.

Endorsement(s)

Additional or alternative wordings which change the terms of **your policy**. Those **endorsements** which apply are shown in **your policy schedule**.

Excess

The first amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged.

Foreign Object

A stone, piece of timber, metal, or similar object, not forming part of **your vehicle** or **trailer**.

Green Card

A document required in certain non-European Union countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

GVW (Gross Vehicle Weight)

The maximum carrying capacity of a **commercial vehicle**, added to the unladen weight often defined as the plated weight of the vehicle.

In respect of articulated vehicles, the gross train weight.

Hazardous Locations

- a) Power Stations.
- b) Nuclear Installations or establishments.
- c) Refineries, bulk storage, or production premises in the Oil, Gas or Chemical Industries.
- d) Bulk storage or production premises in the Explosive, Ammunition or Pyrotechnic Industries.
- e) Ministry of Defence premises.
- f) Military Bases.

Market Value

The pre-accident value of **your vehicle** taking into account similar age, type, make, model and condition.

No Claims Discount (NCD)

An annual accruing discount dependent upon claims made in the **period of insurance**, subject to a maximum limit as set out in this **policy** wording.

Novice Driver

A driver who holds a provisional licence or has passed their driving test within the last 12 months.

Owner

The party with the financial interest in the subject matter of the contract.

Period of Insurance

The period of time covered by this **policy** as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

Policy

The documents consisting of this **policy** wording, **proposal form**, **statement of fact**, **policy schedule** and **certificate(s) of motor insurance**.

Policy Schedule

The document which describes details of **you**, **your vehicle**, any applicable **endorsements** and the insurance protection provided to **you**.

Policyholder/You/Your

The person or persons or company named as the insured/**policyholder** in **your policy** documents.

Pollution

All **pollution** or contamination of buildings or other structures or of water or land or the atmosphere arising from actual, alleged or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed).

Principal

Any person who employs **you** to act in their place and on their behalf.

Private Car

A motor vehicle designed to carry passengers, excluding those designed to carry more than 9 passengers (including the driver) or used for hire and reward.

Proposal Form

The form signed by the **policyholder** (including any other accompanying details) which provide all information relevant to the cover the **policyholder** has requested.

Protected No Claims Discount

An extra insurance for **your no claims discount** following a successful qualification period as described in **your policy** and upon payment of the appropriate additional premium.

Special Type

Any type of motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers and which appears in the **policy schedule**.

Spouse

Your husband, wife or civil partner.

Statement of Fact

The document which details the information provided by **you** as being relevant to the cover which **you** have requested.

Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- b) Any country which is a member of the European Union.
- c) Liechtenstein, Norway, Iceland, Switzerland, Serbia and Andorra.
- d) Any other country which agree to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these directives.

Terrorism

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any government de jure or de facto.

The Insurer/Us/We/Our

AXA Insurance UK plc.

Trailers

Any **trailer** or agricultural or forestry implement which is properly constructed to be

- a) Towed by a motor vehicle; or
- b) Transported on the front or rear three-point linkage of a motor vehicle.

Excluding

- Caravans.
- Trailer Tents.
- Fuel Bowsers not used for the carriage of diesel.
- Diesel Fuel Bowsers with a carrying capacity of more than 3000 litres.
- Passenger Carrying Trailers.

Unless specified on the **policy schedule**.

Your Vehicle

Any vehicle including its **accessories** described in the **policy schedule** or any other vehicle for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective.

Section 1 – Loss or Damage

If **your vehicle** is lost, stolen or damaged, **we** may, at **our** option, either

- a) Pay for **your vehicle** to be repaired; or
- b) Replace **your vehicle**; or
- c) Pay in cash the amount of the loss or **damage**.

If **your vehicle** is deemed to be a total loss the cover for **your vehicle** will end when **you** accept **our** offer of settlement. **Your vehicle** will become **our** property.

Amount Payable

The maximum amount **we** will pay will be

- a) The **market value** of **your vehicle**
or
- b) **Your** estimate of value if shown on **your policy schedule** if **your vehicle**
or
- i) Is not a **private car** or **commercial vehicle**
or
- ii) Is a **private car** or **commercial vehicle** and the value shown is greater than £100,000

whichever is the lesser.

If **your vehicle** is under a lease agreement the most **we** will pay is the written down value or the **market value**, whichever is the lesser.

We will also pay the cost of removal of **your vehicle** to the nearest competent repairer and redelivery to **your** last known address but not exceeding the reasonable cost of transporting it to **your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Audio Equipment

If the equipment is not the manufacturer's standard fitted equipment, the maximum amount payable is £500.

We will also pay for loss or **damage** to **your vehicle's** audio equipment, which is away from **your vehicle**, provided such equipment

- a) Has been designed to be removable or partly removable.
- b) Cannot function independently of **your vehicle**.
- c) Has been temporarily removed for purposes of security or maintenance.

Hiring or other Agreements

If **we** know that **your vehicle** is hired, leased or loaned to **you** under a hire purchase agreement, vehicle leasing agreement or other agreement **we** will pay the **owner** requiring payment under the terms of the agreement and any remainder paid to **you**. Receipt of payment will be a full and final discharge of any claim under this section.

Replacement Locks

If the vehicle keys or lock transmitter of **your vehicle** is lost or stolen, **we** will pay for the cost of

- a) Replacing the door locks and boot lock.
- b) Replacing the ignition/steering lock.
- c) Replacing the lock transmitter and central locking interface.
- d) Re-coding or, if necessary, replacing the alarm system installed in **your vehicle**.

Your no claim discount will not be disallowed solely as a result of a claim under this heading.

Internal Damage (Agricultural Vehicles Only)

We will pay for **damage** by a **foreign object** to the internal workings if **your vehicle** is an **agricultural vehicle**.

Exclusions to Section 1

We will not pay for

- 1) The first part of any claim (other than glass) as indicated below, if **your vehicle** is lost, stolen or damaged.

- a) In respect of any **private cars** and **commercial vehicles**

- i) The **excess** shown in the **policy schedule**.
- ii) Young/**novice driver excesses** in respect of damage to **your vehicle**

- a) Aged 20 or under: £300
- b) Aged 21 to 24: £200
- c) A **novice driver** aged 25 or over: £200

Important note to Exclusion 1) a) ii) and 1) b)

These **excesses** shall be in addition to any other **excess** applicable to the **policy**.

- b) In respect of **agricultural vehicles**, the first

- i) £100 of any claim.
- ii) £300 of any claim if **you** were agricultural contracting at the time of loss or **damage**.
- iii) £250 in respect of all-terrain vehicles/quad bikes, of each and every theft claim.

- 2) Loss or **damage** to **accessories** used for business purposes whilst removed from the vehicle.

- 3) Loss or **damage** arising from theft, whilst **your vehicle** is unattended at the time of the loss and the ignition keys have been left in or on **your vehicle**

- a) Where **your vehicle** is a **private car**.
- b) Where **your vehicle** is a **commercial vehicle**.

- 4) Loss of use.
- 5) Any wear, tear or general maintenance.
- 6) Loss or **damage** caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures.
- 7) **Damage** sustained as a result of frost or freezing temperatures, unless reasonable precautions are shown to have been taken.

8) **Damage** to tyres caused by

- i) Braking or by punctures.
- ii) Cuts or bursts.
- iii) Valve or seal failure.

9) Loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

10) Loss of value following repair.

11) Loss of value as a result of depreciation.

12) Loss or **damage** to **your vehicle** arising from any transaction or proposed sale or by any act of deception.

13) Loss or **damage** caused by any government, public or local authority, legally removing, keeping or destroying **your vehicle**.

14) **Exclusions to Section 1 - Replacement Locks**

We will not pay for

- i) The cost of replacing any other security devices used in connection with **your vehicle**.
- ii) Any amount exceeding £1,000.
- iii) The first £100 of each and every claim.

15) **Exclusions to Section 1 – Internal Damage**

We will not pay for damage caused by matter which the machinery is designed to process.

Section 2 – New Vehicle Replacement

We will replace **your vehicle** with a new vehicle of the same make and specification if within 12 months of purchase as new by **you**

- a) Any repair cost or **damage** covered by the **policy** exceeds 50% of its list price (including vehicle tax and VAT) at the time of purchase; or
- b) **Your vehicle** is stolen and not recovered.

Provided that

- a) **Your vehicle** is owned by **you** or was purchased by **you** or **your spouse** under a hire purchase agreement (any vehicle the subject of any type of leasing or contract hire agreement is not eligible for replacement).
- b) Any other interested party known to **the insurer** consents.
- c) **You** or **your spouse** is the first registered **owner of your vehicle**.
- d) Such a replacement is available.
- e) For vehicles other than **private cars** or **commercial vehicles**, the total payment will be limited to a maximum of £5,000 above the **market value** of **your vehicle** immediately prior to such loss or **damage**.

Section 3 – Glass

You are covered for loss or **damage** to the windscreen, sunroof or windows of **your vehicle**.

The **excess** is not payable if the glass is repaired rather than replaced.

If **you** are only claiming for loss of or **damage** to the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, any **no claim discount** accrued shall not be reduced.

Exclusions to Section 3

We will not pay

1) In respect of **agricultural vehicles**

- i) The first £100 of any claim.
- ii) The first £300 of any claim if **you** were agricultural contracting at the time of the loss or **damage**.

2) In respect of **private cars** and **commercial vehicles**

- i) The first £50 of any claim provided an **approved repairer** is used.
- ii) The first £100 of any claim if another repairer is used.

The glass **excess** is independent of all other **excesses** on the **policy**.

Section 4 – Liability to Third Parties

Your Liability

We will cover **you** in respect of all sums which **you** may be required to pay by law, and all other costs and expenses incurred with **our** written consent arising from

- 1) Death or injury to third parties for an unlimited amount.
- 2) a) **Damage** to third party property up to a limit of £20,000,000 if **your vehicle** is a **private car**, but restricted to £5,000,000 for all other vehicles in respect of any one claim or number of claims arising out of one cause.
- b) The amount payable under paragraph 2) a) above, for **damage** to property, is limited to £1,000,000 while **your vehicle** is
 - i) Carrying any **dangerous goods**.
 - ii) Being used or driven at any **hazardous location** other than in any area designated for access or parking by the general public.

This cover only operates where such death, injury or **damage** arises out of an accident caused by, or in connection with

- a) **Your vehicle**, including its loading and unloading; or
- b) Any **trailer** whilst it is being towed by **your vehicle**.

Liability of Other Persons Driving or Using Your Vehicle

On the same basis as above, **we** will insure the following persons

- a) Any person **you** give permission to drive **your vehicle** provided that **your certificate of motor insurance** allows that person to drive.
- b) Any person **you** give permission to use (but not drive) **your vehicle**, but only whilst using it for social, domestic and pleasure purposes, provided social domestic and pleasure use is included within the **certificate of motor insurance**.
- c) Any passenger travelling in or getting into or out of **your vehicle**.

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

Legal Costs

If **we** first agree in writing, **we** will pay

- a) Solicitors' fees if anyone **we** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.

- b) For legal services to defend anyone **we** cover under this section in the event of proceedings being taken for manslaughter or causing death by dangerous or careless driving.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Application of Limits of Indemnity

In the event of any accident involving payments by **us** to more than one person insured under this section, any limitation by the terms of this **policy** or any **endorsement** on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

Indemnity to Owner (Leasing or Hiring Agreements)

If to **our** knowledge **your vehicle** is the subject of a hiring or leasing contract between **you** and the **owner** of **your vehicle**, **we** will insure **you** under this section in the event of an accident occurring while **your vehicle** is let on hire or leased under this agreement provided that

- a) **Your vehicle** is not being driven by the **owner**.
- b) **Your vehicle** is not being driven by a person employed by the **owner**.
- c) **Your vehicle** is in the charge of, but not being driven by the **owner** or any person employed by the **owner**.
- d) The **owner** cannot claim under another **policy**.
- e) The **owner** observes all the terms, conditions and exclusions of this **policy** as so far as they apply.

Contingent Liability

We will indemnify **you**, while any vehicle not belonging to **you** and not provided to **you** is being used in connection with **your** business provided that **we** will not be liable

- a) If there is any other existing insurance covering the same liability.
- b) For loss or **damage** to such vehicle or property being carried in or on it.

Cross Liabilities

Where there is more than one insured person named in the **policy schedule** cover will operate for each one as if he is the only insured person covered by the **policy**.

Emergency Treatment

We will reimburse any person using **your vehicle** for payments made under any road traffic legislation for emergency treatment.

A payment made under this heading will not prejudice **your no claim discount**.

Indemnity to Principal

Where **your vehicle** is being used in connection with contract work on behalf of a **principal**, **we** will insure the **principal** against any legal liability arising from such use provided that

- a) **You** would have been able to claim under the **policy** had the claim been made against **you**.
- b) **You** have arranged with the **principal** for the conduct and control by **us** of all claims for which **we** may be liable under this section.

Exclusions to Section 4

We will not be liable

- 1) For death or injury to any employee of the person insured, which arises out of or in the course of such employment, except where such liability is required to be covered by any road traffic legislation.
- 2) For any loss, **damage**, injury or death, directly caused by, contributed to, or arising from **your vehicle**, while in or on that part of any airport, airfield or military installation provided for
 - i) The take-off or landing of aircraft or the movement of aircraft on the ground.
 - ii) Aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars except as is required by any road traffic legislation.
- 3) For loss, **damage**, injury or death caused by or arising from the loading or unloading of **your vehicle** beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of **your vehicle**.
- 4) For loss of or **damage** to property belonging to or in the care of **you** or anyone making a claim under this section.
- 5) For loss of or **damage** to property being conveyed by **your vehicle**.
- 6) For loss of or **damage** to any vehicle where cover is provided under this section.
- 7) For any loss, **damage**, injury or death arising out of any incident directly or indirectly caused by, or attributable to, any material applied or intended for application to land or anything growing on the land except where such liability is required to be covered by any road traffic legislation.
- 8) For any loss, **damage**, injury or death directly or indirectly caused by **pollution** or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered by any road traffic legislation.
- 9) For liability arising out of the operation as a tool of **your vehicle** or of any attached plant or **trailer** except so far as is necessary to meet the requirements of any road traffic legislation.
- 10) In respect of liability for **damage** to any premises including fixtures and fittings attaching solely as occupier, where the **damage** is insured elsewhere.

Exclusions to Section 4 - Indemnity to Principal

We will not be liable

- a) For death or injury to any person employed by the **principal** arising out of or in the course of his employment.
- b) For any amount payable by the **principal** under an agreement which would not have been payable in the absence of such an agreement.
- c) For any injury to the **principal**, any amount **you** would not have to pay but for the existence of such an agreement.
- d) For any loss of or **damage** to property belonging to or held in trust by, or in the custody or under the control of the **principal**, for any sum which exceeds the amount required to indemnify the **principal**.
- e) For any liquidated damages or damages incurred under penalty endorsements.

Section 5 - Additional Covers

Accidents to Insured and Spouse

If

- a) **You**; or
- b) **Your spouse**; or
- c) Any partner or director of the **policyholder**

suffer accidental death or bodily injury as a result of an accident involving **your vehicle**, **we** will pay the following amounts

- a) Death: £5,000.
- b) Irrecoverable loss of sight in one or both eyes: £5,000.
- c) Loss of any limb: £5,000.

We will make the payment to **you** or **your** legal representative, provided that within 3 months of the accident the injury is the sole cause of one of the above.

The most **we** will pay to any one person during any one **period of insurance** is £10,000.

Rugs, Clothing and Personal Effects

We will pay **you** (or, at **your** request, the **owner**) for loss or **damage** to rugs, clothing or personal effects caused by fire, theft or accidental means whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £500.

Medical Expenses

If **you** or any other occupant of **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £500 in respect of each person injured.

Portable Communication and Navigation Equipment

We will pay **you** for loss or **damage** to portable navigation or communication equipment being used for agricultural purposes whilst in or on **your vehicle**. The maximum amount payable under this extension is £15,000.

Exclusions to Section 5 – Accidents to Insured and Spouse

The cover does not apply

- a) If **you** or **your spouse** have any other insurance with **us** **we** will only pay out under one **policy**.
- b) If **your vehicle** is an **agricultural vehicle**.
- c) Unless the **policyholder** is an individual.
- d) In respect of death or bodily injury as a result of suicide or attempted suicide.
- e) If anyone is 70 years of age or older at the time of the accident.

Exclusions to Section 5 - Rugs, Clothing and Personal Effects

We will not pay for

- a) Money, stamps, tickets, documents or securities.
- b) Goods or samples carried in connection with any trade or business.
- c) Any personal effects if **your vehicle** is
 - i) An open/convertible vehicle unless secured in a locked compartment.
 - ii) A motor caravan.
 - iii) Attached to a touring caravan or trailer tent from where the effects were stolen.
 - iv) An **agricultural vehicle**.

Exclusions to Section 5 - Medical Expenses

The cover does not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If **your vehicle** is an **agricultural vehicle** or **special type**.

Exclusions to Section 5 - Portable Communication and Navigation Equipment

The cover does not apply if **your vehicle** is not an **agricultural vehicle** unless agreed by **the insurer** and shown in the **policy schedule**.

We will not pay for the first £100 of any loss or **damage** where there is not a claim also being made under Section 1 – Loss or Damage.

Section 6 – No Claim Discount

A) No Claim Discount

Some vehicles are subject to **no claim discount**. If this applies and no incident occurs during the **period of insurance** which results in a claim, **we** will increase **your no claim discount** when **you** renew **your policy** in line with **our** normal scale.

No Claim Discount Scale

	Private Car	Commercial Vehicle	Agricultural Vehicle
5 or More Years	66%	50%	N/A
4 Years	63.5%	40%	N/A
3 Years	55%	30%	N/A
2 Years	45%	20%	15%
1 Year	35%	15%	10%

Private Cars & Commercial Vehicles

NCD at Policy Start Date or Previous Renewal	NCD Following a Claim Free Year
5 or More Years	5 or More Years
4 Years	5 Years
3 Years	4 Years
2 Years	3 Years
1 Year	2 Years
Nil	1 Year

All Other Vehicles

NCD at Policy Start Date or Previous Renewal	NCD Following a Claim Free Year
2 or More Years	2 or More Years
1 Year	2 Years
Nil	1 Year

The **no claim discount** will be reduced each year as shown below if an incident occurs during the **period of insurance** which results in a claim:

Private Cars & Commercial Vehicles

NCD at Policy Start Date or Previous Renewal	NCD Following a Claim		
	One Claim	Two Claims	Three or More Claims
5 or More Years	3 Years	1 Year	Nil
4 Years	2 Years	Nil	Nil
3 Years	1 Year	Nil	Nil
2 Years	Nil	Nil	Nil
1 Year	Nil	Nil	Nil
Nil	Nil	Nil	Nil

All Other Vehicles

NCD at Policy Start Date or Previous Renewal	NCD Following One or More Claims
2 Years	Nil
1 Year	Nil

B) No Claim Discount Protection

This section is only applicable to **private cars** and **commercial vehicles** and if the **policy schedule** shows that it is in force.

If **no claim discount** protection has been selected, then the **no claim discount** will remain at 4 or more years following up to two claims in three consecutive **periods of insurance**.

The **no claim discount** will be reduced as shown below following three or more claims in three consecutive **periods of insurance**.

Protected NCD at Policy Start Date or Previous Renewal	NCD Following a Claim or Claims		
	Three Claims	Four Claims	More than Four Claims
5 or More Years	3 Years	1 Year	Nil
4 Years	2 Years	Nil	Nil

While **we** may review the **policy** cover and premium following a claim this will not affect the **no claim discount** protection unless there have been three or more claims in three consecutive **periods of insurance**.

Payments for the following will not affect A) **No claim discount** or B) **No claim discount** protection.

Payments under

a) Section 3 – Glass

In respect of loss or **damage** to the windscreen or windows where this is the only **damage** to the insured vehicle other than scratching of bodywork resulting from the breakage.

b) Section 1 – Loss or Damage – Replacement Locks.

c) Section 4 – Liability to Third Parties – Contingent Liability.

d) Section 5 – Additional Covers - Medical Expenses.

Conditions to Section 6

- 1) **No claim discount** and **no claim discount** protection will apply separately to each vehicle.
- 2) **No claim discount** cannot be transferred to anyone else without **our** written agreement.
- 3) Any additional unearned **no claim discount** percentage will be reduced in the event of a claim.

Section 7 – Cover in Europe

Minimum Compulsory Motor Insurance

In compliance with European Union directives this **policy**, provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles within the **territorial limits**.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover applicable to Great Britain will apply in that Member State.

Extended Cover While Abroad

In addition to the minimum cover above, the **policy** provides the cover shown in the **policy schedule** in any country in the **territorial limits**, subject to

- a) **Your vehicle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- b) Use of **your vehicle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Journeys Within the Territorial Limits

Your certificate of motor insurance is sufficient evidence of cover within the **territorial limits** of the **policy**.

Journeys Outside the Territorial Limits

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to additional countries on request, in which case **we** will provide **you** with a **green card** and an additional premium, for which payment will be required.

Additional Covers

Where **your vehicle** is being used within the **territorial limits**, or in any country for which a **green card** has been issued, cover includes

- a) Transit of **your vehicle** including loading and unloading by rail or water within or between countries, provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions.
- b) Reimbursement of any customs duty **you** incur after temporarily importing **your vehicle** into any country within the **territorial limits**, subject to **your** liability arising as a direct result of a claim covered under this **policy**.
- c) General average contributions, salvage charges and sue and labour charges whilst **your vehicle** is being transported by water between any such countries, provided that **your vehicle** is covered for loss or **damage** under this **policy**.

Exclusions to Section 7

The cover under this section will not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If **your vehicle** is an **agricultural vehicle**.

Except

- i) Within the Republic of Ireland.
- ii) To meet **our** requirements to provide the minimum compulsory motor insurance in European Union Member States and supplementary agreement countries.

Section 8 – Trailers

We will cover any **trailer**, as if it is covered under Section 1 – Loss or Damage, which is

- 1) Owned by **you**; or
- 2) Hired to **you** under a hire purchase agreement; or
- 3) Hired or borrowed on a temporary basis by **you**; and
- 4) Used solely for agricultural or forestry purposes or for any other use as agreed by **the insurers**.

In respect of any **trailer** not specified in **your policy schedule** the cover will not exceed that of the towing vehicle.

Internal Damage (Agricultural Trailers Only)

We will pay for **damage** by a **foreign object** to the internal workings of **your trailer** whilst attached to **your agricultural vehicle**.

Amount Payable

The maximum amount **we** will pay will be

- a) Unspecified Trailers
 - i) The **market value** of **your trailer**; or
 - ii) £10,000 for any horsebox **trailer**; or
 - iii) £100,000 for any other **trailer** whichever is the lesser.
- b) Specified Trailers
 - i) The **market value** of **your trailer**; or
 - ii) **Your** estimate of value if shown on **your policy schedule** whichever is the lesser.

Conditions

The cover provided by this section in respect of unspecified **trailers** will only be operative if all **agricultural vehicles** are insured on a comprehensive basis.

Exclusions to Section 8

We will not pay

- 1) For loss or **damage** if any **trailer** is being towed otherwise than in accordance with the law.
- 2) For loss or **damage** to property being carried in or on any **trailer**.
- 3) For loss or **damage** to any fixtures, fittings or utensils carried in or on any **trailer**.
- 4) a) For liability arising while the **trailer** is attached to a towing vehicle not covered by this **policy**.
 - b) For loss or **damage** to the **trailer** while the **trailer** is attached to a vehicle not covered by this **policy** unless
 - i) The vehicle is owned by or in the custody or control of the **policyholder**; or
 - ii) At the time of the occurrence of any loss or **damage** there is no other existing insurance covering the **trailer** and the **trailer** is specified on **your policy schedule**.

- 5) For loss or **damage** to **trailers** used or modified for passenger carriage unless specified on **your policy schedule**.
- 6) For loss of use.
- 7) For any wear, tear or general maintenance.
- 8) For loss or **damage** caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures.
- 9) For **damage** sustained as a result of frost or freezing temperatures, unless reasonable precautions are shown to have been taken.
- 10) For **damage** to tyres caused by
 - i) Braking or by punctures.
 - ii) Cuts or bursts.
 - iii) Valve or seal failure.
- 11) For loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 12) For loss of value following repair.
- 13) For loss of value as a result of depreciation.
- 14) The first
 - a) £100 of any claim.
 - b) £300 of any claim if **you** were agricultural contracting at the time of the loss or **damage**.

These **excesses** apply

- i) In addition to any **excess** specified in **your policy schedule**.
- ii) Only when liability has not been admitted under Section 1 – Loss or Damage.
- 15) For internal **damage** caused by matter which the machinery is designed to process.
- 16) For loss or **damage** caused by any government, public or local authority, legally removing, keeping or destroying **your trailer**.

Section 9 – Miscellaneous

Servicing and Repair

We will provide cover for **your vehicle** whilst in the custody of a motor trader or agricultural contractor for the purposes of repair, service or maintenance. For the purposes of this **policy we** shall assume the motor trader has taken the position of **you**, provided he holds the appropriate licence to drive **your vehicle**.

Parking

We will provide cover for **your vehicle** whilst being parked by a third party at a hotel or restaurant. For the purposes of this **policy we** shall assume the third party has taken the position of **you**, provided that person has **your** permission to drive **your vehicle** and holds the appropriate licence.

Car Sharing

Where **you** share **your vehicle** for social or similar purposes including travelling to work or transporting children to school, **we** will deem cover to be operative provided

- a) **You** transport no more persons than the legal carrying capacity of **your vehicle**, and in any event nine including the driver in total.
- b) Passengers are not being carried for the business of carrying passengers.
- c) **You** receive a contribution towards costs, not involving profit-making of any sort.

Towing Disabled Vehicles

We will provide cover as defined in **your policy schedule** whilst **your vehicle** is towing a disabled mechanically propelled vehicle, provided that

- a) Such vehicle is not towed for reward.
- b) Such vehicle is being towed in accordance with the law.
- c) No liability is accepted for loss of or **damage** to the vehicle being towed, or property thereon or therein.

Unlicensed Drivers

We will indemnify any person driving or in charge of an **agricultural vehicle** with **your** permission who does not hold an appropriate licence where the law does not require a licence.

Unauthorised Movement of Third Party Vehicles

The cover provided by Sections 1 and 4 of this **policy** is extended to include the unauthorised movement of any vehicle not owned by **you**, hired under a hire purchase agreement to **you**, leased under a vehicle leasing agreement to **you**, or lent to **you** and causing an obstruction or otherwise preventing the operation of **your** business.

Driving Other Vehicles (Private Car Only)

Provided **your certificate of motor insurance** is so extended, **we** will indemnify **you**, as an individual, while driving a **private car** not belonging to **you** nor hired under any leasing or hire purchase agreement to **you**.

Exclusions to Section 9 - Parking

Cover will not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If **your vehicle** is an **agricultural vehicle**.

Exclusions to Section 9 - Car Sharing

Cover will not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If **your vehicle** is an **agricultural vehicle**.

Exclusions to Section 9 - Unauthorised Movement of Third Party Vehicles

Cover will not apply in respect of any vehicle being moved by anyone other than

- a) **You**.
- b) **Your spouse**.
- c) A person employed by **you**.

Exclusions to Section 9 - Driving Other Vehicles (Private Car Only)

Cover will not apply

- a) In respect of loss of or **damage** to the vehicle being driven.
- b) Where indemnity is provided under any other **policy**.

Section 10 – Uninsured Loss Recovery

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.

This section gives **you** 24 hours a day telephone access to Lawphone for advice on any commercial legal matter. All legal advice will follow the laws of Great Britain and Northern Ireland.

Please note that all calls are recorded for **your** protection.

Phone: 0370 241 4140

When **you** call Lawphone quote 34035.

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

Meaning of Defined Terms

You can find the meaning for words on pages 3 & 4. There are some words that may only appear in this section or are defined differently and their meanings are shown here.

Costs

Under this section of the **policy we** will pay

- 1) The professional fees and expenses reasonably and properly charged by the **legal representative** on a **standard basis**, up to the standard rates set by the courts, 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.

Claim or Accident

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

Lawclub

Lawclub Legal Protection, whose address is Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW.

Legal Representative

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

Standard Basis

The assessment of **costs** which are proportionate to **your claim**.

Territorial Limits

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 policy schedule** as the **policyholder** and

- a) Anyone allowed by the **certificate of motor insurance** to drive **your vehicle**.
- b) Anyone who, with **your** permission, is in, getting into, or out of, **your vehicle**.

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

Uninsured Loss Recovery

We will pay the **costs** of **you** taking legal action as a result of any road **accident** which causes

- a) **Your** death or bodily injury while **you** are in, on or getting into or out of **your vehicle**.
- b) **Damage to your vehicle**.
- c) **Damage** to property which **you** own or are legally responsible for and which is in or on **your vehicle**.

Motor Prosecution Defence

We will pay the **costs** of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for a breach of road traffic laws or regulations relating to **your** owning or using **your vehicle**.

We will provide cover for uninsured loss recovery and motor prosecution defence as long as

- a) The event that led to **your claim** happened within the **territorial limit** and within the **period of insurance**.
- b) The **claim** will be decided by a court within the **territorial limit**.
- c) **You** have a reasonable chance of a successful defence, recovering damages or getting any other remedy.

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 4 - Liability to Third Parties or, Section 1 – Loss or Damage, of this **policy**.
- 3) **Claim** for an event resulting in legal proceedings where **you** are accused of corporate manslaughter or corporate homicide.
- 4) **Claim** for an event which is not covered under **your** current motor insurance **policy**.
- 5) **Claim** where **your 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 **claims**.
- 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 **your vehicle**.
- 18) **Claim** where **you** do not have a valid
 - a) Motor insurance **policy**.
 - b) Road fund licence or MOT certificate for **your 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.
 - 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) Give **us** written details of **your claim** as well as any other information **we** or **Lawclub** ask for.
 - b) Make **your claim** within six months of the date of the event which led to the dispute.
 - c) Not appoint a **legal representative**.
 - d) Follow the **legal representative's** advice and provide any information they request.
 - e) Take every step to recover **costs** and pay them to **us**.
 - f) Get **Lawclub's** written permission before making an appeal.
 - g) Make sure that the **legal representative** keeps to condition 2 below.
- 2) The **legal representative** must do the following
 - a) Get **Lawclub's** written permission before instructing a barrister or expert witness.
 - b) Tell **Lawclub** if there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
 - c) Tell **Lawclub** as soon as possible if the other party makes a payment into court or any offer to settle the matter.
 - d) Report the result of the **claim** to **Lawclub** when it is finished.
- 3) **Lawclub** will have the right to
 - a) Take over and conduct any **claim** or proceedings in **your** name.
 - 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 audited or assessed.
 - 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 **claim**, **Lawclub** think there is no longer a reasonable chance of success. If **you** continue the **claim** and get a better settlement than **we** 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**.
 - ii) **You** unreasonably withdraw **your claim** from the **legal representative** without the agreement of **Lawclub**.
 - 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, he or she 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 the Lawphone legal helpline. **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:

The Claims Department
Lawclub Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom

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 keep to the conditions **we** will have the right to cancel this section of **your policy** and **Lawclub** will have the right to refuse any **claim** and withdraw from any current **claim**.

General Exclusions

Your policy does not cover the following

1) Use and Driving

Death, injury, loss or **damage** occurring or liability arising while **your vehicle** is being

- a) Used with the consent of **you** or **your** representative otherwise than in accordance with the limitations as to use in the **certificate of motor insurance**.
- b) Driven by **you** unless **you** hold a licence to drive the vehicle or have held and are not disqualified from holding or obtaining such a licence.
- c) Driven with the consent of **you** or **your** representative by any person
- i) Who is not specified in the **certificate of motor insurance**.
- ii) Who **you** or **your** representative knows does not hold a licence to drive the vehicle unless he has held and is not disqualified from holding or obtaining such a licence.

Paragraphs b) and c) shall not apply when a licence is not required by law.

2) Contractual Liability

- a) Any liability **you** have accepted solely by virtue of an agreement, but which would not attach if that agreement did not exist.
- b) Any liability for liquidated damages, fines or penalties.

3) Radioactive Contamination

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from

- a) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) Any weapon or other device utilising radioactive material or radioactive matter or ionising radiation or atomic or nuclear fission or fusion or other like reaction.

War Risks

Any consequence of war, invasion, act of foreign enemy hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, except so far as is necessary to meet the requirements of any road traffic legislation.

5) Riot and Civil Commotion

Any accident, injury, loss or **damage** arising during, or in consequence of, riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands, except so far as is necessary to meet the requirements of any road traffic legislation.

6) Vehicle Registration

Any accident, injury, loss or **damage**, except as a result of unauthorised movement, if any vehicle is registered elsewhere than in Great Britain, the Isle of Man, the Channel Islands or Northern Ireland.

7) Terrorism

Any consequence of **terrorism** except so far as is necessary to meet the requirements of any road traffic legislation.

If **we** are required to indemnify **you** in respect of legal liability incurred for damages and claimants' costs and expenses in respect of **terrorism** within the terms of any road traffic legislation for loss or **damage** to material property **our** liability shall not exceed

- a) The third-party property **damage** limit specified in **your policy** or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause; or
- b) Such greater sum as may in the circumstances be required by any road traffic legislation.

In respect of any one claim or number of claims arising out of one cause in connection with the use of **your vehicle**.

This exclusion does not apply to Sections 1, 2 & 3.

8) Own Damage Limit

The maximum amount payable under this **policy** in respect of any one claim or number of claims arising out of one cause for fire, theft or **damage** is £2,500,000.

General Conditions

1) Claims Procedure

- a) As soon as reasonably possible after **you** are aware of any accident, injury, loss or **damage**, **you** or **your** legal personal representatives must telephone **us**, giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** as soon as reasonably possible. **You** or **your** legal personal representatives must also let **us** know without undue delay if **you** are aware that anyone covered under **your policy** is to be prosecuted as a result of the incident, or if there is to be an inquest or a fatal accident inquiry.
- b) **You**, or anyone else claiming under **your policy**, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. If **we** want to, **we** can take over and conduct in **your** name, or the name of the person claiming under **your policy**, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under **your policy**. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under **your policy** shall give **us** all the information and assistance necessary for **us** to achieve a settlement.
- c) Where there is a claim, or a number of claims, arising out of one incident, and this relates to payment for liability for loss of or **damage** to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under **your policy** (less any sums **we** have already paid in compensation) or, any less amount for which claims can be settled and having done so, relinquish the conduct and control of such claims and be under no further liability for them. **We** will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

2) Cancellation

This **policy** may be cancelled

- a) By **the insurer**, or any agent acting with **the insurer's** specific authority, sending fourteen days' notice by letter to the last known address of the **policyholder**. The **policyholder** shall be entitled to a pro-rata return of premium calculated from the date of cancellation and any **certificate of motor insurance** which has been issued will no longer be valid from this date.
- b) By the **policyholder**, who shall be entitled to a return of premium provided no claim has been made or is likely to be made, after deduction of premium based on pro-rata rates, for the period the **policy** has been in force, calculated from the date of receipt by **the insurer** of the notice of cancellation. Any **certificate of motor insurance** which has been issued will no longer be valid from this date.

3) Non-Payment/Consumer Credit Termination Clause

We may terminate **your policy** in the event that there is a default in any instalment payments due under a linked loan agreement. Any **certificate of motor insurance** which has been issued will no longer be valid from this date.

4) Other Insurance

If at the time of any claim arising under **your policy** there is any other insurance policy covering the same loss, **damage** or liability, **we** will only pay **our** proportionate share of the claim. This condition does not apply to personal accident benefits under Section 5, which will be paid as indicated under that section.

This provision will not place any obligation upon **us** to accept any liability under Section 4, which **we** would otherwise be entitled to exclude under Exclusion 1 of Section 4.

5) Reasonable Precautions

You shall take and cause to be taken all reasonable precautions to prevent injury, loss or **damage**. **You** shall maintain **your vehicle** and **trailer(s)** in an efficient safe condition and in accordance with manufacturer's recommendations. **We** shall have, at all times, free access to examine **your vehicle** and **trailer(s)**.

6) Arbitration

Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

7) Your Duty to Comply with Policy Conditions

Our provision of cover under **your policy** is conditional upon **you** or any other person covered by **your policy** observing and fulfilling the terms, provisions, conditions and **endorsements** of **your policy**.

8) Fraud

If **you** or anyone acting on **your** behalf

- a) Knowingly makes any false or fraudulent claim; or
- b) Knowingly makes any exaggerated claim; or
- c) Knowingly supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d) Makes a claim for loss or **damage** which **you** or anyone acting on **your** behalf deliberately caused

We will

- i) Refuse to pay the whole of the claim.
- ii) Recover from **you** any sums that **we** have already paid in respect of the claim.
- iii) 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.

9) Mileage

We reserve the right to establish the mileage of **your vehicle** at any time if **your policy** is rated on a selected annual mileage limit. Where the mileage limit has been exceeded **your** premium will be increased to that which applies to a higher mileage limit. If **we** become aware that the mileage limit has been exceeded at the time of a claim the additional premium will be deducted from the claims payment. The higher premium will apply from the commencement of the **period of insurance**.

10) Refunds of Premium

We reserve the right to withhold the premium **you** have paid for any vehicle which has been the subject of a claim under **your policy** where payment has been made or is likely to be made.

11) Motor Insurance Database

You must supply details of all **your vehicles** covered on **your policy** as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

12) Disclosure Requirements

You must notify **us** as soon as possible of any alteration in risk which materially affects **your policy**.

Material information would include

- a) Any special feature of **your vehicle**.
- b) The location of **your vehicle**.
- c) The history of any driver.
- d) Any medical condition which affects any driver and is notifiable to the DVLA who have confirmed that a licence to drive is not permitted or granted.

You must also notify **us** as soon as possible of any other information which makes losses more likely to happen or make losses more serious if they do happen.

We may reassess the cover provided by **your policy** and the premium following notification of material information.

Failure to disclose all material information may result in

- i) Incorrect terms being applied.
- ii) A claim being rejected or reduced.
- iii) **Your policy** being invalid.
- iv) Cancellation of **your policy**.

13) Rights of Recovery

If the law in any country in which **your policy** operates requires **us** to settle a claim which, if the law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

14) Financial or Trade Sanctions

The insurers shall not provide cover or be liable to provide any indemnity or payment or other benefit under this **policy** if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** the **policyholder** or **the insurers** may cancel that part of this **policy** which is prohibited or restricted with immediate effect by sending written notice to the other at their last known registered address.

If the whole or any part of the **policy** is cancelled the **policyholder** shall be entitled to a proportionate return of premium calculated from the date of cancellation of cover subject to minimum premium requirements and provided no claims have been paid or are outstanding.

15) Governing Law / Jurisdiction

This **policy** and any obligations, whether contractual or non-contractual, arising out of or in respect of it shall be governed by the laws of England and Wales.

Any dispute arising in respect of this **policy**, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16) Fair Presentation

We are keen to work in partnership with **you** and avoid any misunderstandings.

(a) **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the **policy**.

Should **you** be in any doubt as to whether information should be presented to **us**, **you** must discuss it with **your** insurance adviser or disclose it to **us**.

(b) **We** may, at **our** absolute discretion, avoid the **policy** and refuse to pay any claims where any failure to make a fair presentation is

- i) Deliberate or reckless; or
- ii) Of such other nature that, if **you** had made a fair presentation, **we** would not have issued the **policy**. **We** will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

(c) If **we** would have issued the **policy** on different terms had **you** made a fair presentation, **we** will not avoid the **policy** (except where the failure is deliberate or reckless) but **we** may instead, at **our** absolute discretion

- i) Reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
- ii) Treat the **policy** as if it had included such additional terms (other than those requiring payment) as **we** would have imposed had **you** made a fair presentation.

For the purpose of this condition references to

- i) Avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied).
- ii) Refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires.
- iii) Issuing a **policy** should be treated as the references to issuing the **policy** at inception, renewing or alteration of the **policy** as the context requires.
- iv) Premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

Complaints Procedure

Our Commitment to Customer Service

We are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If you wish to make a complaint about our service, you can contact us in one of the following ways:

- By telephoning 01423 795100 or 0344 346 0411 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Managing Director, AIUA, Grimbald Crag Close, Knaresborough, HG5 8PJ.
- By e-mail to reception@aiua.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.

If You Are Still Unhappy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (free from standard landline, mobiles may be charged).

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action, however,

the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank You for Your Feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we will apologise and aim to do everything possible to put things right.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

AIUA (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- Assess and provide the products or services that you have requested.
- Communicate with you.
- Develop new products and services.
- Undertake statistical analysis.

We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us.
- Provide additional assistance or tips about these products or services.
- Notify you of important functionality changes to our websites.

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to

update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

Your Cancellation Rights

If **you** are an individual/sole trader (including a partnership in England and Wales), buying a **policy** which provides cover for **you** in both a private and business capacity **you** have the right to cancel.

If having examined **your policy** documentation **you** decide not to proceed with the insurance **you** will have 14 days to cancel it starting on the date **you** receive **your policy** documentation. To cancel please write to the address or call the number shown on **your policy** documentation.

On receipt of **your** notice, **we** will refund any premiums paid, except when **you** have already made a claim under **your policy**. Any **certificate of motor insurance** will become invalid when the **policy** is cancelled and the vehicles will be removed from the motor insurance database.

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim.

Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme at www.fscs.org.uk.

Changes to your Policy

Please tell **your** insurance advisor of any changes to **your** circumstances, whether temporary or permanent, which may affect **your** insurance cover.

Examples

Change of address.

Change of **your vehicle**.

Change to the persons to be insured.

Additional drivers, especially those under the age of 25.

Motoring convictions.

Change of use of **your vehicle**.

Change of occupation.

Guidance when making a claim

Claim Notification

Whilst **we** hope **you** never need the information it is better to be prepared for the unexpected.

Conditions that apply to the **policy** and in the event of a claim are set out in **your policy** wording. It is important that **you** comply with all **policy** conditions and **you** should familiarise yourself with any requirements contained in the **policy**.

Directions for claim notification are included in the claims conditions and events that may give rise to a claim must be notified as soon as reasonably possible. Further guidance is contained in the **policy** under General Conditions (pages 20-22).

You should initially notify **us** of **your** claim by phone. **Your** initial claim contact number is shown in **your policy** documentation. If **we** then decide that **we** need an Accident Report Form, **we** will send one which **you** should complete and return without undue delay.

Ideally when **you** call **you** will provide

- Name, address and contact phone number(s) for **you** (and the driver of **your vehicle** if not **you**). **We** will ask for information about driving convictions so please try and have driving license information available when **you** call.
- Personal details necessary to confirm **your** identity.
- **Your policy** number.
- Information about **your vehicle** and any **damage** it sustained.
- Details of the accident or claim circumstances (when, where and how it happened).
- Details of any witnesses and the Police or any other emergency service that was called.
- Details of the other party or parties involved including information about **damage** to their vehicle or property and any injuries that anybody might have sustained.
- Where appropriate, **your** thoughts on who was to blame for the accident.

We may request additional information (e.g. a sketch plan).

Also, sometimes, **we** may wish to meet with **you** or undertake further investigations, but **we** will advise **you** about that when **you** call to report the incident. Claims conditions require **you** to provide **us** with any reasonable assistance or evidence that **we** require.

AIUA

Grimbald Crag Close
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T: 01423 795100 or 0344 346 0411

E-mail: reception@aiua.co.uk

Website: www.aiua.co.uk

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