

farmcare motor policy



private cars

commercial vehicles

agricultural vehicles

your policy wording

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Introduction

BIB Underwriters Limited Farmcare Motor Policy

Our product is in a plain English format to reflect the wishes of **our** clients and intermediaries which embraces the following

Private Car
Commercial Vehicle
Agricultural Vehicle

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

AXA Insurance UK plc
Registered in England and Wales
No 78950.

Registered Office: 5 Old Broad Street,
London EC2N 1AD.

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.

Cover under section Section 10 of the motor **policy** is provided 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 BIB Underwriters Limited

BIB Underwriters Limited is authorised and regulated by the Financial Conduct Authority.
Ref 308398

Registered in England No: 2321506

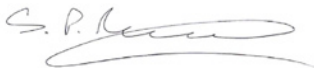
Law applicable to this policy

This is **your** Farmcare Motor Policy arranged by BIB Underwriters Limited and underwritten by AXA Insurance UK plc.

Your policy is a contract between **us**, the insurers, and **you**.

In return for **you** having paid or agreed to pay the premium, **we** will indemnify **you** by payment or, at **our** option, by reinstatement or repair, in respect of loss, destruction, **damage**, accident or injury occurring or other insured contingencies arising during the **period of insurance**, subject to the terms conditions and exceptions contained in the **policy**.

Signature



Stephen Record
Managing Director
BIB Underwriters Limited
For and on Behalf of the Insurers

Important

This **policy** is a legal contract between **you** and **us** and designed to be as easy to understand as possible. **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the **policy**.

Your statement of fact, the schedule, **your policy** and any **endorsements** shall be considered as one legal document. It is important that **you** read all **your** documents carefully and let **your** insurance broker or adviser know immediately if the insurance does not meet **your** requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the **policy** or a refusal to provide cover.

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

Your obligations under the policy

The **policy** imposes certain obligations upon **you** which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If **you** are in breach of any of these obligations at the time of a loss, **we** will have no obligation to indemnify **you** in relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **we** will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge **our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if you cannot comply

If **you** are unable to comply with any Policy Condition or Conditions Precedent **you** should contact **us** as soon as reasonably possible through **your** insurance adviser. **We** will decide whether **we** might be prepared to agree a variation in the **policy**.

ALL POLICY CONDITION OR CONDITIONS PRECEDENT REMAIN EFFECTIVE UNLESS **YOU** RECEIVE WRITTEN CONFIRMATION OF A VARIATION FROM **US** THROUGH **YOUR** INSURANCE BROKER OR ADVISER.

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance adviser, at inception, renewal or making variation to this **policy**.

Law Applicable to This Policy *continued*

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise in writing **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** are based or if **you** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **you** are based.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** are based or if **you** are based in either the Channel Islands or the Isle of Man

Policy cover index

Cover applicable

- A Comprehensive
- B Third Party Fire & Theft
- C Third Party Only

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**.

Sections operative

Sections 1 to 10

Sections 1, 2, 5, 8 9 and 10 only in respect of loss or **damage** caused directly by **fire** or **theft**

Sections 4, 6, 7, 9 and 10

Sections 4, 6, 7, 8, 9 and 10

Definitions

Meaning of defined terms

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.

Agricultural vehicle

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

Ancillary equipment

Accessories, spare parts including spare tyre, fixtures and fittings or supplementary parts of **your vehicle** not directly related to its function. These include navigation systems, radios and other entertainment and communication equipment forming an integral part of the vehicle and also portable telephones and navigation systems whilst connected to a power source in the vehicle.

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 requirement 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.

Condition precedent

Any term expressed Condition precedent is extremely important.

If **you** are in a breach of any of these obligations at the time of a loss, **we** will have no obligation to indemnify **you** in relation to any claim for that loss. However if a condition precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time **we** will not rely on the breach of that condition precedent to exclude, limit or discharge **our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Commercial vehicle

Any type of motor vehicle manufactured and used for the carriage of goods 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.

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.

Fire

Fire, self-ignition, lighting and explosion.

Foreign object

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

Definitions *continued*

Green Card

A document required in certain non-EU 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 location

- 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

An annual accruing discount dependent upon claims made in the **period of insurance**.

Novice driver

A driver who hold 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 booklet, **statement of fact, policy schedule, certificate of motor insurance** and any **endorsements**.

Policy schedule

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

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 chemical or waste (including materials to be recycled reconditioned or reclaimed).

Principal

Any person who employs **you** to act in his place and on his 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 or reward.

Special type

Any type of motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

Spouse

Your husband or wife.

Statement of fact

The document which details the information provided by **you** as being relevant to the cover which **you** have requested and assumptions **we** have made about **your** circumstances relevant to the cover. If these are incorrect **you** must inform **us**.

Definitions *continued*

The insured/you/your/ policyholder

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

The insurer/company/us/we/ our

AXA Insurance UK plc.

Theft

Theft or attempted theft, including unlawful removal.

Trailer(s)

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

- a. towed by a motor vehicle
- b. transported on the front or rear three point linkage of a motor vehicle

Excluding

- Caravans &/or trailer tents,
- passenger carrying trailers
- Fuel bowsers not used for the carriage of diesel
- Diesel fuel bowsers valued at more than £7,500 and/or
- Diesel fuel bowsers with a carrying capacity of more than 3000L

unless specified on the **Policy Schedule**

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** Croatia, Iceland, Norway, Switzerland and Liechtenstein
- d** Any other Country which agrees to meet European Union Directives on motor Insurance and which the Commission of the European Union Communities is satisfied has made arrangements to meet the requirements of the directives.

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.

Your vehicle

Any vehicle 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

Contents of this section

Exclusions to Section 1

10

Loss of or **damage** to **your vehicle**

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.

If **we** ask, **you** must return the **certificate of motor insurance** before **we** pay the claim. **Your vehicle** will become **our** property.

The same cover applies to

Ancillary equipment

While these are in or on **your vehicle**, including whilst in **your** private garage.

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.

Amount payable

The maximum amount **we** will pay will be the **market value** of **your vehicle**, immediately prior to loss/ **damage** but not exceeding **your** estimate of value if shown on **your policy schedule**.

Section 1 - Loss or damage *continued*

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.

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 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 claims 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** for 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** including **ancillary equipment** 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
 - b in respect of **agricultural vehicles** the **excess** shown in the **policy schedule**
- 2 **ancillary equipment** used for business purposes whilst removed from **your 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**.

Section 1 - Loss or damage *continued*

- 4 loss of use, wear and tear, depreciation or mechanical, electrical, electronic or computer failures, breakdowns or breakages.
- 5 **damage** sustained as a result of frost or freezing temperatures, unless reasonable precautions are shown to have been taken.
- 6 **damage** to tyres caused by
 - i braking or by punctures
 - ii cuts or bursts
 - iii valve or seal failure.
- 7 loss or **damage** directly occasioned by pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 8 loss of value following repair.
- 9 loss or **damage to your vehicle** arising from any transaction or proposed sale or by any act of deception.
- 10 **Exclusions to Replacement locks**
 - a **We** will not pay for
 - i the cost of replacing any other security devices used in connection with **your vehicle**
 - ii any amount exceeding £1000
 - iii the first £50 of each and every claim.
- 11 **Exclusions to internal damage (Agricultural vehicles only)**
We will not pay the **excess** as shown in the **policy schedule**.

Section 2 - New vehicle replacement

Contents of this section

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 **your vehicle** is **private car** or **commercial vehicle** and is within the first year of registration 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:

- a damaged and the cost of repairs exceed 50% of its list price (including VAT) at the time of the **claim**
- b lost by **theft**.

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

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

Contents of this section

Exclusions to Section 3

13

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 claims discount** accrued shall not be reduced if **your vehicle** is a **private car** or **commercial vehicle**.

Exclusions to Section 3

We will not pay for

- 1 the **excess** shown in **your policy schedule**
- 2 an additional **excess** of £50 in respect of any claim for a **private car** or **commercial vehicle** if an **approved repairer** is not used.

Section 4 - Liability to Third Parties

Contents of this section

Exclusions to Section 4

16

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**

Section 4 - Liability to Third Parties *continued*

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 of 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 clause endorsed 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 **your vehicle** is not

- a** being driven by the **owner**
- b** being driven by a person employed by the **owner**
- c** in charge of but not being driven by the **owner** or any person employed by the **owner**
- d** the **owner** cannot claim under another policy
- c** the **owner** observes all the terms, conditions and exclusions of this **policy** as 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 no 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**.

Section 4 - Liability to Third Parties *continued*

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 claims 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 the 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 or contributed to by 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 hangers 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.

Section 4 - Liability to Third Parties *continued*

10 Exclusions to 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** for 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

Contents of this section

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Accidents to insured and spouse

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

a Death	£3,500
b Irrecoverable loss of sight	£1,500
c Loss of any limb	£1,500

We will make the payment to **you** or **your** driver's estate provided that within three 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 £3,500.

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.

Section 5 - Additional Covers *continued*

Exclusions to Section 5

1 Exclusions to 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 attempted suicide or suicide
- e if anyone is 70 years of age or older at the time of the accident.

2 Exclusions to 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 and the effects were stolen therefrom
 - iv an **agricultural vehicle**.

3 Exclusions to Medical expenses

The cover does not apply

- a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**
- b if **your vehicle** is an **agricultural vehicle**.

Section 6 - No Claims Discount

Contents of this section

Conditions to Section 6

20

Some vehicles are subject to **no claims discount**. If this applies and **you** do not make a claim under **your policy** **we** will increase **your no claims discount** when **you** renew **your policy** in line with the scale **we** are using when **you** renew **your policy**. If **you** make a claim in any **period of insurance** under **your policy**, **we** will reduce **your no claims discount** in line with **our** scale.

The **no claims discount** is not transferable to any other person.

Protected No Claims Discount

You may be able to protect **your no claims discount** if **you** pay extra premium.

Your no claims discount is only protected if shown in **your schedule**.

If **your no claims discount** is protected, provided no more than two claims, where **you** are deemed responsible or **we** have been unable to recover **our** monies paid or payable, are submitted and paid within three consecutive **periods of insurance**, **your no claims discount** will not be affected. If three or more claims arise in any three consecutive **periods of insurance** the **protected no claims discount** will be withdrawn and the **no claims discount** reduced in accordance with **our** normal scale.

Conditions to Section 6

- a **No claims discount** is only earned if the **policy** or cover for **your vehicle** has been in force for more than 12 months.

Section 6 - No Claims Discount *continued*

- b** If **we** consent to a transfer of this **policy** to another person, **no claims discount** already earned under this **policy** will not apply to the person to whom the **policy** is being transferred unless agreed by **the insurers**.
- c** If a claim is submitted which results in the **no claims discount** being disallowed, the step back scale is 2 years per incident, unless **protected no claims discount** has been allowed.

Section 7 - Cover in Europe

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Minimum Compulsory Motor Insurance

In compliance with EU directives this **policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in

- a any country which is a member of the European Union.
- b Croatia, Iceland, Norway, Switzerland (including Liechtenstein)
- c any other country which agrees 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.

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 EU 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.

Section 7 - Cover in Europe *continued*

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 certain of these countries on request, in which case **we** will provide **you** with a **green card** and an additional premium 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 customers 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

- 1 The cover under this section will not apply
 - a** if **your vehicle** is a **commercial vehicle** exceeding 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 EU member states and supplementary agreement countries.

Section 8 - Trailers

Contents of this section

Exclusions to Section 8

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We will cover any **trailer** as if it is covered Under Section 1 – Loss or **damage** which is

- 1 a specified in **your policy schedule** or is
- b** not specified in **your policy schedule** and valued below £100,000
- 2 owned by **you**
- 3 hired to **you** under a hire purchase agreement
- 4 hired or borrowed on a temporary basis by **you**
- 5 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**.

Exclusions to Section 8

The cover under this section will not apply

- 1 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 of or **damage** to any fixtures, fittings or utensils carried in or on any **trailer**
- 4 for loss or **damage** to any **trailer** in excess of £100,000 or horsebox in excess of £10,000, unless specified on the **policy schedule**

Section 8 – Trailers *continued*

- 5 a for liability arising while the **trailer** is attached to 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 occurrence of any loss or **damage** there is no other existing insurance covering the **trailer**
- and the **trailer** is specified in **your policy schedule**
- 6 for **trailers** used or modified for passenger carriage unless specified on **your policy schedule**
- 7 for loss of use, wear and tear, depreciation or mechanical, electrical, electronic or computer failures, breakdowns or breakages
- 8 for **damage** sustained as a result of frost or freezing temperatures unless reasonable precautions are shown to have been taken
- 9 for **damage** to tyres caused by
- i braking or by punctures
 - ii cuts or bursts
 - iii valve or seal failure
- 10 for loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- 11 for loss of value following repair
- 12 in respect of
- a specified **trailers we** will not pay for the **excess** shown in the **policy schedule**
- b unspecified **trailers we** will not pay for the greater of the first £100 or the **excess** shown in **your policy schedule** against the vehicle to which the **trailer** was attached of each and every claim.

These **excesses** apply only when liability has not been admitted under Section 1 – Loss or damage.

Section 9 - Miscellaneous

Contents of this section

Exclusions to Section 9

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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

Section 9 – Miscellaneous *continued*

- 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 or hired under a hire purchase agreement to or leased under a vehicle leasing agreement 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** or any authorised driver, as an individual, while driving a **private car** not belonging to **you** or any authorised driver not hired under any leasing or hire purchase agreement to **you** or any authorised driver.

Agricultural accessories and spare parts

We will provide cover for accessories and spare parts (including GPS navigation systems) which relate directly to the function of **your vehicle** as an **agricultural vehicle**.

The accessory and spare part must be fitted to or in or on **your vehicle**, which is covered under this **policy**, and must not

be valued at more than £15000.

Cover only applies when another loss covered by this **policy** occurs at the same time.

The cover provided for the accessory or spare part is the same as that shown on the **policy schedule** for **your vehicle** which the accessory or spare part is fitted to or on or in the time of the loss.

Exclusions to Section 9

- 1 **Exclusions to parking**
Cover will not apply
 - a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**
 - b if **your vehicle** is an **agricultural vehicle**
- 2 **Exclusions to car sharing**
Cover will not apply
 - a if **your vehicle** is a **commercial vehicle** exceeding 5 tonne **GVW**.
 - b if **your vehicle** is an **agricultural vehicle**.
- 3 **Exclusions to 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**.

Section 9 – Miscellaneous *continued*

- 4 **Exclusions to 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.

5 Exclusions to agricultural accessories and spare parts

Cover will not apply if

- a** the accessory or spare part is fitted to or kept in or on a vehicle which is not used for agricultural or forestry purposes unless agreed by **the insurers** and shown in the **policy schedule**
- b** the accessory or spare part is being used in a way which is not in accordance with the manufacturer's instructions or any appropriate law
- c** the accessory or spare part would normally be covered under Section 8 – Trailers

Section 10 - Uninsured loss recovery

Contents of this section

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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.

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 page 6. 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

Section 10 - Uninsured loss recovery *continued*

- 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 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

- a. anyone allowed by the **certificate of insurance** to drive **your vehicle**, and
- 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

1 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**.

2 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

1. the event that led to **your claim** happened within the **territorial limit** and within the **period of insurance**
2. the **claim** will be decided by a court within the **territorial limit**

Section 10 - Uninsured loss recovery *continued*

3. **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 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.

Section 10 - Uninsured loss recovery *continued*

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** 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 claims**.

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.

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

Section 10 - Uninsured loss recovery *continued*

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 **claims** 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:

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 **Your 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 **Your Vehicle** unless he has held and is not disqualified from holding or obtaining such a licence.

but 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 therefrom or any legal liability or 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.

4 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 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.

8 Terrorism

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 or 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.

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 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 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

- a **You** may cancel **your policy**
- i within 14 days of receiving **your policy** documents for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements
 - ii if at any time **you** sell the business or sell all of the property insured shown in the schedule, or **you** cease trading.

If **you** cancel the **policy** **we** will return part of the premium proportionate to the unexpired **period of insurance** provided that no claims have been paid or are outstanding during the current **period of insurance**.

b Other than when **policy**

Condition (4) Fraud applies, **we** may cancel **your policy** by sending **you** 14 days written notice to **your** last known address. **We** will return part of the premium paid proportionate to the unexpired **period of insurance** provided that

- i no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current **period of insurance**
- ii **we** have not identified a breach of any Policy condition
- iii immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

3 Fair presentation of the risk

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

- (1) **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 broker or adviser, or
- disclose it to **us**

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

- a deliberate or reckless; or
- b 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.

- (3) 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;

- a 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
- b treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

For the purposes 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 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).

4 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.

5 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.

6 Your duty to prevent loss or damage

It is a **condition precedent** to **our** liability to make any payment under this **policy** that **you** must

- a take all reasonable precautions to prevent or minimise loss, destruction or **damage**, accident or injury
- b maintain **your vehicle(s)** in efficient and safe condition

- c make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require as soon as reasonably practicable
- d exercise care in the selection and supervision of **employees**
- e comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons
- f **we** shall have, at all times, free access to examine **your vehicle** and **trailer(s)** .

7 Arbitration

Where **we** have accepted a claim and there is disagreement 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**

8 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**.

9 Fraud

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

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

We will:

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

We may also inform the police of the circumstances

10 Mileage

We reserve the right to establish the mileage on **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**.

11 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.

12 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.

13 Alteration of risk

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

- (1) any special feature to the **your vehicle**
- (2) the location of **your vehicle**
- (3) the history of any driver
- (4) changes to the information

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

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

Upon being notified of any such alteration, **we** may, at **our** absolute discretion

- i** continue to provide cover on the same terms
- ii** restrict the cover provided
- iii** impose additional terms
- iv** alter the premium
- v** cancel the cover on the vehicle, on the **your policy**

If **you** fail to notify **us** of any such alteration, **we** may, at **our** absolute discretion;

- i** treat the **policy** as if it has come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **period of insurance**, if **we** would have cancelled the section and the **policy** had **we** know of the increase in risk.
- ii** treat the **policy** as if it has contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the increase in risk.
- iii** 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 **we** known of the increase in risk.

14 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.

15 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.

Complaints procedure

We aim to provide **you** with a first class service. If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

Our Complaints Process

If **your** complaint relates to the sale of **your policy you** should direct **your** complaint to the agent who sold **you your policy**.

If **your** complaint relates to the administration of **your policy** or the handling of a claim **you** should address this to:

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

Telephone:
01204 815359
Email:
commercialcomplaints.INS@axa-insurance.co.uk

What to do if you are still not satisfied

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 (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 0234567 (for landline users)
0300 1239123 (for mobile users)

E-mail:
complaint.info@financial-ombudsman.org.uk
Website:
www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Services will not adjudicate on any cases where litigation has commenced.

Financial Service Compensation Scheme

BIB Underwriters Limited and the insurers of this **policy** are covered by The Financial Services Compensation Scheme (FSCS)

If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

How we use your information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by AXA Insurance UK plc.

You are giving **your** information to AXA Insurance UK plc, which is a member of the AXA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider.

We may use and share **your** information with other members of the Group to help **us** and them

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop **our** services, systems and relationships with **you**;
- Understand **our** customers' requirements;
- Develop and test products and services.
- **We** do not disclose **your** information to anyone outside the Group except

- Where **we** have **your** permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement.

We may transfer **your** information to other countries on the basis that anyone **we** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

We will not keep **your** information for longer than is necessary.

Sensitive information

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** **policy** documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI)

Under the condition of **your policy**, **you** must tell **us** about any incident (such as an accident, **fire**, **theft** or malicious **damage**) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

Motor Insurance Database

Information relating to motor insurance policies 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 Insurers, the Police, DVLA/DVANI, the Insurance Fraud Bureau or other bodies permitted by law for purposes including, but not limited to

- Electronic Vehicle Licensing;
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders);
- Obtaining information if **you** are involved in a road traffic accident (either in the UK, the EEA or certain other countries).

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 that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com

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 booklet. 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.

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 convictions so please try and have driving license(s) 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.

Vehicle repair

We take pride in the claims service **we** offer to **our** customers. Where **your policy** provides cover for **damage** to **your vehicle** **we** have a network of recommended repairers who will collect and redeliver **your vehicle**.

Where provided for under **your policy**, they will also provide a courtesy vehicle to keep **you** mobile. The repair process will commence once the vehicle arrives on their premises. To ensure there is no effect on any existing warranty **you** may have they provide a lifetime guarantee on all paint and bodywork repairs.

Where **you** choose not to use one of **our** recommended repairers **we** will arrange for the damaged vehicle to be examined by one of **our** motor engineers to agree repairer. The inspection should happen within 2 working days of **you** providing repair details to **us**.



www.bibu.co.uk

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