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redefining / standards



**Breakdown**

**0800 092 4138**

**Claims Line**

**0845 366 2218**





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# Your Moorhouse LC4 Commercial Vehicle Insurance Policy from AXA

is arranged by  
**Moorhouse Xbroker**  
**Barclay House**  
**2 - 3 Sir Alfred Owen Way**  
**Caerphilly CF83 3HU**

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# How to Make a Claim

If **you** wish to make a claim, phone the number below which relates to the nature of **your** claim.

A claims advisor will record details of the incident and be able to confirm all the steps involved in the process of making a claim.

Please:

- do whatever **you** can to protect **your** vehicle and its accessories
- provide **us** with a full description of the loss or damage.

**Accidents or losses involving the insured vehicle: 0845 366 2218**

**If your vehicle breaks down: 0800 092 4138**

If **you** are involved in an accident, and the incident is covered, the claims advisor will arrange for:

- **your** vehicle to be recovered
- **you** to be kept fully informed throughout the claims process.

Note: If the incident is not covered, they shall still endeavour to assist **you** whenever possible.

**Important:** When telephoning one of the above claims lines, please if at all possible have **your** policy number ready (As shown on **your** policy **schedule** and **certificate of motor insurance**).

This will enable **your** claims advisor to find **your** policy records quickly and provide the level of service that **you** expect. Telephone calls may be recorded and/or monitored.

**(Please also read the “Conditions of Making a Claim” section of this Policy Booklet).**





# Commercial Vehicle Policy

This policy is a contract between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have by law.

This policy describes **your** cover during the period of insurance **you** have paid for, or have agreed to pay for, and for which **your insurer** has accepted the premium.

The contract is based on information provided by **you** in a signed proposal form or verbally and confirmed in a statement of fact. For the contract to be valid, all the information **you** gave **us** must be true and complete. The proposal form and/or statement of fact are also part of the contract.

The contract also includes this policy, the **certificate of motor insurance**, the policy **schedule** and any **endorsements** shown in the policy **schedule**. These documents should be read as one document. Please read them to ensure that they meet **your** needs. Certain terms are defined in the definitions section below and these apply throughout this policy, apart from Section 5 Accidental Death Benefit and Extension E & F Breakdown Cover which contain alternative specific definitions..

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

The policy cover is effective in the **Territorial Limits** and abroad as specified in Foreign Travel in Section 4.

If **you** have any questions, contact **your** broker or **insurance advisor**, who will be glad to help **you**.

## Your Responsibility to Us

**You** must tell **us** about any changes that affect **your** policy and which have occurred either since the policy started or since the last renewal date. If **you** are not sure whether certain facts are relevant, please ask **your** broker or **insurance advisor**.

If **you** do not tell **us** about relevant changes, **your** policy may not be valid, or **your** policy may not fully cover **you**.





## Commercial Vehicle Policy (continued)

This policy is a legal document and as such **you** should keep it in a safe place. **You** may need to refer to it if **you** make a claim.

### **Important Notice**

**Your** Commercial Vehicle Insurance Policy, whether cover is Third Party Only, Third Party Fire & Theft or Comprehensive, is subject to certain **excesses**, exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered by **your** policy and what **excesses**, exclusions and conditions apply.

Please read Sections 1 and 2 of this policy in conjunction with **your schedule** which explains the **excesses** that may apply in the event of a claim, and also pages 16-22 which lists all of the general exclusions and policy conditions. If there is any aspect of **your** policy cover, exclusions or conditions that **you** do not understand **you** should contact **your insurance advisor** who will be able to explain these to **you**.





## Our Commitment to Service

**Moorhouse Xbroker** and **AXA** are committed to providing **you** with the highest level of customer service at all times.

If **you** have any complaint regarding this insurance **you** should first contact **your insurance advisor**. **We** are here to help **you** when **you** most need **us**, so if **you** would prefer to contact **us** directly or if, after contacting **your insurance advisor**, **you** are not satisfied with their response or if the initial complaint is of a more serious nature, then **you** should write (quoting **your** policy number) to:

The Chairman,  
Moorhouse Xbroker,  
Barclay House,  
2 - 3 Sir Alfred Owen Way  
Caerphilly.  
CF83 3HU

**We** will acknowledge receipt of **your** complaint within 5 business days and inform **you** of who is dealing with **your** complaint. **We** aim to resolve complaints following assessment and investigation as quickly as possible.

If **our** investigations take longer than this **we** will provide a full written response within 4 weeks, or explain the current position of **your** complaint and provide **you** with an indication as to when **we** expect to provide **our** final response.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Head of Customer Relations of Axa Insurance who will investigate on behalf of the Chief Executive. Please contact:

Head of Customer Relations  
AXA Insurance  
Civic Drive  
IPSWICH IP1 2AN

Tel No: 01473 205926  
Fax No: 01473 205101  
Email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)





## Our Commitment to Service (continued)

If **you** remain dissatisfied, or **you** have not received a written offer of resolution within 8 weeks of the date that **we** received **your** complaint, then **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London  
E14 9SR

phone: 0845 080 1800  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Note that the FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it and **you** are a private **policyholder**, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, **we** do not resolve **your** complaint within 40 business days, the FOS will accept a direct referral.

These arrangements for the handling of complaints are entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### Financial Services Compensation Scheme

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





# How to Read Your Policy

## **Cover Sections Operative**

Comprehensive - Sections 1, 3, 4 & 5 apply plus Extensions A,C & E

Fire & Theft - Sections 2, 3, 4 & 5 apply plus Extensions D & F

Third Party - Sections 3, 4 & 5 apply plus Extensions D & F

## Important Information

### **Telephone Call Recording**

For **our** joint protection telephone calls may be recorded and/or monitored.

### **Customers with Disabilities**

This policy is also available in Large Print, Audio and Braille. If **you** require any of these formats, in the first instance, please contact Moorhouse Xbroker, Barclay House, 2 - 3 Sir Alfred Owen Way, Caerphilly, CF83 3HU.

### **Law Applicable to this Policy**

**You** are free to choose the law applicable to this policy. **Your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.





## Definitions applicable to all this policy excluding Section 5 and Extensions E & F

These definitions tell **you** what each term means whenever it is used in the policy, apart from Section 5 Accidental Death Benefit and Extension E & F Breakdown Cover which contain alternative specific definitions.

### **Certificate of Motor Insurance**

A document with the policy number as shown in the **schedule**, which provides evidence of motor insurance as required by the law.

### **Endorsement**

A document issued by **us** noting an agreed change in the terms or details of this policy.

### **Excess/Excesses**

The amount **you** must pay towards the cost of repairs to **your** vehicle

### **Green Card**

An International Insurance Certificate issued by **us** upon payment of any extra premium required. It provides **you** with cover under the terms of this policy when **you** are using the **insured vehicle** temporarily abroad in any countries in which it is valid.

Please note: Breakdown Recovery is only available within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **Indemnity**

**Our** promise to compensate **you** for the amount of a loss within the limits of this policy.

### **Insurance Advisor**

An independent intermediary who has placed business with **Moorhouse Xbroker** on **your** behalf, as agreed by **you** and based upon the information provided to them by **you** and their disclosure of policy information to **you**. **Your insurance advisor's** regulatory status may be checked at any time on the Financial Services Authority web site [www.fsa.gov.uk](http://www.fsa.gov.uk).

### **Insured Vehicle**

The commercial vehicle bearing the registration number as shown in the **schedule**, or any replacement vehicle, details of which have been notified to, and accepted by **us**.

### **Market Value**

The cost of replacing the **insured vehicle** at the date of loss with another of similar make, model, specification, age and condition.





## Definitions (continued)

### No Claim Discount

The reduction **we** allow in **your** new business or renewal premium dependent upon **your** claims history.

### Policyholder / You / Your

The person shown as the **policyholder** in the **schedule**.

### Pollution

- 1) **Pollution** or contamination by naturally occurring or man-made substances, forces or organisations or any contamination of them whether permanent or transitory and however occurring, and
- 2) all loss damage or injury directly or indirectly caused by such **pollution** or contamination.

### Schedule

The document giving details of the **policyholder**, **AXA**, the policy number, **the insured vehicle**, the insurance cover and the premium.

### Moorhouse Xbroker

An independent intermediary and underwriting agency which negotiates the terms of **your** policy with, and administers **your** policy on behalf of, a range of insurance companies. **Moorhouse Xbroker** is authorised and regulated by the Financial Services Authority (FSA).

### Territorial Limits

The cover under this policy applies only within the limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### We/Us/Our/Insurer/AXA

Underwritten by AXA Insurance UK plc

Registered in England, No. 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD

Authorised and regulated by the Financial Services Authority (FSA).





## Section 1 – Loss or Damage to **your** vehicle

### **YOU ARE COVERED FOR:**

#### **Loss of or damage to the insured vehicle**

**We** will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the vehicle if caused by:

- i) theft or attempted theft
- ii) fire
- iii) any other accidental cause not excluded in this section or by the policy conditions and general exclusions

### **IMPORTANT LIMITS TO YOUR COVER**

If while being driven by (or in the charge of) any person shown in **your certificate of motor insurance**, the **insured vehicle** and/or its accessories and spare parts are lost or damaged by accidental cause, fire, theft, or attempted theft, **you** must pay the first part of the claim up to the amount of the **excess**.

The **excesses** are shown on **your schedule**. **You** will not be required to pay any **excess** if damage to the **insured vehicle** is caused when the **insured vehicle** is kept for servicing or repair by a motor repair business.





## Section 2 - Fire & Theft Cover Only

### **YOU ARE COVERED FOR:**

#### **Loss of or damage to the insured vehicle**

We will pay for loss of or damage to the **insured vehicle** and its accessories and spare parts whilst attached to the vehicle if caused by:

- i) theft or attempted theft
- ii) fire

### **IMPORTANT LIMITS TO YOUR COVER**

#### **Fire and Theft excesses**

If the **insured vehicle**, and/or its accessories and spare parts, are lost or damaged by fire, theft or attempted theft **you** must pay the first part of the claim up to the amount of the policy **excess** shown on **your schedule**. This is in addition to any other driver or voluntary **excesses** shown in **your schedule**.





## Section 3 - Third Party Cover

### **YOU ARE COVERED FOR:**

#### **Your liability to other people**

We will pay all amounts that **you** may be legally liable for in respect of:

- Death of, or bodily injury to, any person
- Damage to the property of a third party up to £2 million excluding legal costs and expenses arising from any accident involving the use in the **territorial limits** of any vehicle which **your certificate of motor insurance** permits.

#### **Other people's liability**

We will insure the following people for liabilities to others in the same way as **you** are insured:

- any person permitted by **your certificate of motor insurance** to drive the **insured vehicle**
- any person using (but not driving) the **insured vehicle** with **your** permission for social, domestic or pleasure purposes
- any passenger travelling in, or getting into or out of, the **insured vehicle**
- **your** employer or partner while **you** are driving or using the **insured vehicle** on their business but not while **you** are using their vehicle or one hired by them.

#### **Injury or damage while towing with the insured vehicle**

We will pay for:

- death of, or bodily injury to any person
- damage to the property of a third party up to £2 million excluding legal costs and expenses if caused by a trailer or any disabled mechanically propelled vehicle while attached to the **insured vehicle** or accidentally detached from the **insured vehicle** during the course of a journey.

#### **Emergency treatment**

We will pay for any emergency treatment as required by the Road Traffic Act 1988 (as amended). If this is the only payment made, **your no claim discount** will not be affected.

### **YOU ARE COVERED FOR:**

#### **Protection of insured person's estate**

Following the death of any person **we** insure under this policy, **we** will continue to protect that person's estate against liability insured under this policy and insured by that person.





## Section 3 - Third Party Cover (continued)

### Costs and expenses

**We** will pay, subject to **our** prior written consent:

- legal fees, reasonably and properly incurred by any person **we** insure for representation at a Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- The costs of legal services to defend a charge of manslaughter or dangerous or reckless driving causing death
- Any other costs or expenses incurred in connection with any loss or damage which might involve legal liability under this policy

### IMPORTANT LIMITS TO YOUR COVER

#### Your liability to other people

**You** are not covered under this section of the policy for loss or damage to any vehicle **your certificate of motor insurance** permits **you** to drive or use.

#### Other people's liability

**You** are not covered under this section of the policy for loss or damage to any vehicle **your certificate of motor insurance** permits **you** to drive or use.

#### Policy excesses

If **you** make a claim under this section of the policy, **you** will not be required to pay any **excess**. If a claim is also made under sections 1, 2 or 4, **you** must pay the **excess** as shown on **your** policy **schedule**.





## Section 4 – Foreign Use

### FOREIGN USE

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 any country which is a member of the European Union and any country which the Commission of the European Communities is satisfied has made arrangements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

Countries include Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

The level of cover provided is the minimum level of cover required by law. It is not the same level of cover **you** receive when driving within the **territorial limits** under this policy. Where the level of cover in any European Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in the Member State.

### If you take your insured vehicle abroad

The cover in the **Foreign Use** section only meets the minimum legal requirements while **you** are abroad.

Subject to the payment of an additional premium and the issue by **us** of an International Motor Certificate (**Green Card**) this policy will provide the same level of cover in the European Union and the other European countries listed above as **you** have in the **territorial limits** for the period of that **Green Card**. To obtain this cover **you** must contact **your insurance advisor** and provide details of the trip.

**Your insurance advisor** will (where appropriate) give **you** a **Green Card** and tell **you** the extra premium **you** will have to pay.

### Transport & Delivery

If **you** make a valid claim for accidental damage, fire or theft of the **insured vehicle** and the damage cannot be repaired economically by the intended time of **your** return to the United Kingdom, **we** will pay the reasonable costs of transporting and delivering the **insured vehicle** to **your** address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by sea and/or by a recognised land route when repair has been completed. Additionally, **we** will also pay the reasonable costs if the **insured vehicle** has been stolen and is recovered after **your** return.





## Section 4 – Foreign Use (cont'd)

### **Customs Duty**

**We** will pay foreign Customs Duty for which **you** are liable as a direct result of any loss or damage to **the insured vehicle** which is covered by this policy, preventing its return to the United Kingdom.

### **Claims Helpline**

If **your** vehicle is stolen or involved in an accident whilst **you** are abroad should contact our claims helpline immediately on **0845 366 2218**

### **Excesses**

Any claim resulting from **your** travel abroad is subject to exactly the same **excesses** referred to in Sections 1 or 2.





## General Exclusions applicable to all this policy excluding Section 5 and Extensions E & F

### This Policy does not cover:

- damage to the windscreen or windows (unless the windscreen policy extension has been selected and is shown on the **schedule**)
- loss of use of the **insured vehicle** and any costs which were not incurred as a direct consequence of the event which led to the claim being made
- mechanical, electrical or computer faults, failures, breakdowns, breakages or malfunctions, except as covered under the Breakdown section
- Driving vehicles other than that shown on **your certificate of motor insurance**.
- damage to tyres caused by bursts, cuts, punctures or by the application of brakes
- loss by deception/fraud by a purported purchaser or agent
- any loss, destruction of or damage to tools and / or materials
- wear and tear or depreciation
- loss of or damage to any of the **insured vehicle's** audio and communication equipment
- loss of value of the **insured vehicle** following repair
- liability covered by any other insurance
- use for any competition, rally or trial
- liability for death of, or bodily injury to any person arising out of and in the course of their employment caused by any person **we** insure under this policy if cover is provided under an employers' liability insurance issued to comply with employers' liability legislation
- any accident, injury, loss, damage and/or liability whilst any **insured vehicle** is being driven or used in or on that section of an aerodrome, airport, airfield or military base provided for:
  - the take off or landing of aircraft and for the movement of aircraft on the surface
  - aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas
- any liability in respect of **pollution**, except liability which **we** are obliged to cover by the law relating to compulsory motor insurance
- liability for death, bodily injury or loss of or damage to property caused or arising beyond the limit of any carriageway or thoroughfare in connection with:
  - the bringing of the load to any motor vehicle for loading thereon or
  - the taking away of the load from any motor vehicle after loading there from any person other than the driver or the driver's mate of such vehicle





## General Exclusions (continued)

- any accident, injury, loss, damage or liability when any vehicle covered by this policy is:
  - being driven by or in charge of any person who holds a provisional driving licence and who is not accompanied by a person aged 21 years or over holding a full driving licence issued in the UK which has been held for at least 3 years
  - being driven by or in charge of any person or used for any purpose not permitted by the **certificate of motor insurance** (but the **insured vehicle** is covered while kept for servicing or repair by a recognised motor repair business)
  - being driven by or in the charge of any person unless they hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence
- any liability **you** have accepted by agreement or contract unless that liability would have existed otherwise
- loss or destruction of or damage to the **insured vehicle** or any other loss or any legal liability directly or indirectly caused or contributed to by or arising from:
  - ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste or the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component earthquake,
  - war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - any action taken in controlling preventing suppressing or in any way relating to above
- loss or damage from theft or attempted theft of the **insured vehicle** whilst the ignition key of the **insured vehicle** has been left in or on the **insured vehicle**.
- loss or damage from theft or attempted theft of the **insured vehicle** whilst the vehicle, or any part thereof, is left unlocked or whilst any windows of the **insured vehicle** are not fully closed
- any damage caused by frost unless **you** have done the following:
  - added anti-freeze solution to the water in the water system and maintained the solution in recommended proportion **OR**
  - when the **insured vehicle** is not in use, completely drained the water from the radiator, the cylinder block and the entire circulatory water system by means of all taps and plugs provided.





## General Exclusions (continued)

- loss or damage caused by an inappropriate type or grade of fuel being used.
- any accident, injury, loss, damage and/or liability caused sustained or incurred whilst any **insured vehicle** is:
  - being used for Public or Private Hire; or
  - for the carriage of passengers for hire or reward; or
  - for the carriage of goods of a hazardous or explosive nature; or
  - for the conveyance of a load in excess of the maximum set against that **insured vehicle**.
- any liability for paintwork where altered from the manufacturer's original standard finish (e.g. sign-writing). **Our** liability for paintwork in respect of claims under this policy is restricted to the costs which would have been involved in repairing or respraying the damaged area to the manufacturer's original standard finish.
- except to the extent that we are liable under the Road Traffic Acts the cover under this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory cause or event or any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

- **Terrorism**

For the purpose of this policy **Terrorism** is defined as any act or acts including but not limited to

- a) the use or threat of force and/or violence and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
- c) any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above

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

- (i) the third party property damage limit specified in the policy in respect of all claims consequent on one originating cause; or;
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.





# Policy Conditions applicable to all this policy excluding Section 5 and Extensions E & F

## General

1. The insurance described in this policy will only apply provided that any person entitled to **indemnity** or benefit has complied with all the terms, conditions and **endorsements** of this policy.
2. This policy only covers the **insured vehicle**, details of which must be given to and accepted by **us**.
3. Any change in **your** circumstances or regarding the **insured vehicle** or any driver that may affect the insurance under this policy must be advised immediately to **us**.
4. Should any part or accessory be unprocurable, **our** liability shall be limited to the manufacturer's last published price for such part or accessory.
5. **We** reserve the right to use non manufacturer approved parts to repair any damage to the vehicle.
6. The due observance and fulfilment of the terms, conditions, **endorsements** and provisions of this policy where such requires any action to be taken or complied with by **you** and the truth of any statements and answers provided in the proposal form shall be conditions precedent to any liability of **us** to make any payment under this policy.
7. Should the insured make any claim knowing the same to be false or fraudulent, as regards the amount of such claim or otherwise, or produce any documentation which is false or proven to have been stolen, this policy shall become void and all claims hereunder shall be forfeited.

## 8. Alterations to your Policy

If **you** change the **insured vehicle** **you** must provide **your insurance advisor** immediately with full details of the new vehicle. The policy will not operate unless **you** have a valid **certificate of motor insurance** or temporary cover note in respect of **your** new vehicle.

## 9. Drink / Drugs

If any person named in the **certificate of motor insurance** is involved in an accident and is thereafter found to have been unfit at the time through drink or drugs or is found by laboratory test or post mortem examination to have consumed alcohol in such quantity that the proportion in his/her blood exceeds the limits prescribed by virtue of the Road Traffic Act 1988 (as amended or superseded), **we** shall not be liable under this **policy** except in respect of those liabilities against which insurance is required by the Road Traffic Act. **We** shall not be liable to pay the first amount shown in the **schedule** of any claim under this **policy** when the vehicle is being driven by any person deemed unfit by the police as the result of drink and or drugs or is for the purpose of being driven in the charge of that person. This amount shall first be deducted from any amount payable under Section 1 or Section 2 of this **policy** and any balance not so absorbed shall be deducted from any amount payable under Section 3 or Section 4 of this **policy**. **You** will repay to **us** any amount not exceeding the aforementioned sum which **we** pay in respect of any claim under this **policy**.





## Policy Conditions (continued)

### 10. Protection of the insured vehicle

**You** must take all reasonable steps to:

- safeguard against any loss or damage
- keep the **insured vehicle** in a proper state of repair and roadworthy condition
- ensure that the **insured vehicle** is not carrying passengers or goods of such number or size or in such a way as is likely to impair safe driving or control of the vehicle
- allow **us** or **our** authorised agents free access at all reasonable times to examine the **insured vehicle**.

The **insured vehicle** must have a current MOT certificate if applicable.

### 11. Vehicle Modifications

All aftermarket vehicle modifications, other than the manufacturer's optional extras must be approved and agreed by **Moorhouse Xbroker**. Should **you** wish to make any alterations to **your** vehicle please contact **your** insurance broker.

### 12. Other alterations

**You** must immediately inform **us** through **your insurance advisor** of any change in **your** circumstances that may affect this risk, such as:

- change of occupation
- change of address
- change of additional driver(s)
- change of main user
- change of use
- any convictions
- any pending prosecutions
- any physical defects, heart conditions, diabetes, disabilities or infirmities
- any modifications or engine conversions to the **insured vehicle**
- any county court judgements incurred
- any motoring fixed penalty points on driving licence

**If you are in any doubt whether a particular fact is material to this insurance you should disclose it/them. Failure to disclose all material information could result in this insurance being void from inception leaving you without insurance cover.**

For all alterations Moorhouse Xbroker shall make a charge to cover the costs of administering the policy.





## Policy Conditions (continued)

### 13. Cancellation & Termination of Cover

This condition covers the cancellation of the motor policy only. If any Additional Covers exist alongside this motor policy then refer to the relevant cancellation section applicable to the Additional Cover elsewhere in this booklet. **Important note:** if the motor policy is cancelled then all Additional Covers are also deemed to be cancelled.

- a) The period of insurance cover is specified in **your certificate of motor insurance**, but the insurance cover will cease upon **your** receipt of notice from **us** that the **insured vehicle** is declared a total loss. No refund or credit of insurance premium will normally be due in such circumstances and the full annual premium will be payable for the period of cover provided.

- b) Changing **Your Mind**

If this policy does not meet **your** requirements, please return all documents (including the **certificate of insurance**) within 14 days of receipt to **your** brokers or **insurance advisor** with a letter stating that **you** want to cancel **your** policy. **We** are unable to cancel a policy until the current **certificate of insurance** has been returned with **your** instructions.

**We** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the policy. If a total loss claim has been made then no refund is due.

- c) Cancellation by **us**

**Moorhouse Xbroker, your insurance advisor, your insurer** or any agent appointed by **us** and acting with our specific authority, can cancel this policy by sending seven days notice by recorded delivery to **you** at the last address known to **us** and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. **You** must at this time return the **certificate of insurance** to **us**.

When the **certificate of insurance** has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.

- d) Cancellation by **you**

**You** may cancel this policy at any time by returning the **certificate of insurance** with a letter detailing **your** instructions.

When the **certificate of insurance** has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the policy. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current period of insurance.





14. **NO CLAIM DISCOUNT**

**We** will allow a **no claim discount** against **your** new business or renewal premium. The amount of the discount will be in accordance with **our** scale of **no claim discount** applicable at the time.

**Claims that do not affect your No Claim Discount:**

Any claim for payment of emergency treatment as required by the Road Traffic Act  
Incidents for which **we** can obtain a full recovery of all costs.

If **you** claim under any section of this policy and **we** are unable to recover **our** costs, **your no claim discount** will be reduced by two years per claim.





# Conditions of Making a Claim

## If you are involved in an accident:

- Always take the names and addresses of any other parties involved and full particulars of any Police Officer(s) at the scene.
- Accidents must be reported to the Police within 24 hours.
- Always stop in the event of an accident and give full particulars to any person having reasonable grounds for requiring them.
- Never admit liability under any circumstances.

## Making a claim

- When an accident, injury, loss or damage occurs **you** or **your** legal representative must:
  - Contact the claims registration line on 0845 366 2218 and give **us** full details of **your** claim as soon as possible and in any case within 24 hours.
  - Forward to **us** any relevant letter, claim, writ or summons, immediately **you** receive it, without answering it.
  - Tell **us** immediately if **you** hear that there is to be a prosecution, Coroner's Inquest or Fatal Accident Inquiry in connection with any accident for which there may be liability under this policy
  - Not make any admission of liability, offer, repudiation or promise of payment without **our** written consent.
- **We** will be entitled to take over and conduct in **your** name or in the name of any other person insured by this policy:
  - in defense or settlement of any claim
  - Legal proceedings to recover for **our** own benefit any payments made under this policy.
- **You** or any other person insured by this policy must give **us** any assistance and information **we** may require.
- Upon payment of the full **market value** or the sum advised to **us** as detailed in the **schedule**, the salvage (if any) shall become our property.
- If, at any time **you** make a valid claim under this policy, there is another policy in force covering the liability, loss or damage **we** will pay only our share of the claim. This does not apply to injury to **you** or **your** wife or husband.
- If the law of any country in which this policy operates obliges **us** to pay a claim which would not otherwise be in the scope of this policy, **we** may recover the amount from **you** or the person who incurred the liability.
- If **we** have accepted a claim but there is a disagreement over the amount to be paid, the matter will be referred to an arbitrator. He or she will be appointed in accordance with current statutory provisions. Where any disagreement is so referred to arbitration proceedings, the making of an award will be a condition precedent to any right of action against **us**.





## Conditions of Making a Claim (continued)

### Payment of claims

- **We** will decide whether to:
  - Pay for the cost of repair to the **insured vehicle** or its accessories or spare parts
  - Pay to **you** the amount of the loss or damage to the **insured vehicle** or its accessories or spare parts.
- The most **we** will pay is:  
The **market value** of the **insured vehicle** or its accessories or spare parts
- **We** will not pay for that proportion of repair or replacement that improves the **insured vehicle** beyond its condition before the loss or damage occurred.
- In the event that any premium or credit charge is outstanding when a claim is payable, **we** reserve the right to deduct such outstanding sums from the claim.

### Towing and delivery costs

- **We** will pay the reasonable costs of protecting the **insured vehicle** and moving it to the nearest competent repairers for repair of damage covered under this policy (see Section 1 or Section 2). After repair **we** will pay the reasonable cost of delivery to **your** address in the United Kingdom.

### Hire Purchase, leasing or similar agreements

- If the **insured vehicle** belongs to someone else or is the subject of a hire purchase, leasing or similar agreement, **we** will normally make any payment for its loss or destruction to its legal owner.





The following pages contain the terms conditions and exclusions for the covers specified below which are not underwritten by AXA Insurance

Section 5 – Accidental Death Benefit (underwritten by Novae Syndicate Ltd)  
Extensions E & F – Breakdown Cover (provided by RAC Motoring Services)

These covers apply to **your** policy if they appear on **your** schedule





## Section 5 - Accidental Death Benefit

This insurance covers the **insured person** whilst driving in the insured vehicle named in the **insured person's** motor insurance policy.

This section is underwritten by Syndicate 2007. Syndicate 2007 is managed by Novae Syndicates Limited, which is authorised and regulated by the Financial Services Authority, registration number 204888.

### The cover

This insurance covers the **insured person** whilst driving the insured vehicle named in the **insured person's** motor insurance policy for a death benefit of £10,000

This forms part of the **insured person's** motor insurance policy. In the event of cancellation/non-renewal of the **insured person's** motor insurance policy, all cover under this insurance shall cease.

The maximum accumulation limit for any one **accident** shall be £10,000.

### SUBJECT TO THE FOLLOWING WARRANTIES, DEFINITIONS, EXCLUSIONS AND CONDITIONS

#### Warranties

- That the **insured person** has not attained 70 years of age.
- That the **insured person** is normally resident in the United Kingdom.
- That this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which the **insured person(s)** suffered, and was known to suffer, prior to the inception of this insurance.





## Section 5 - Accidental Death Benefit (continued)

### Definitions applicable to Section 5

**Accident** means any **incident** which is caused by a sudden, unexpected event occurring at a time and place following a road incident within the UK.

**Insured person** means the person driving the vehicle at the time of an insured event provided that person is entitled to drive under the **Certificate of Motor Insurance** during the **period of insurance**.

**Insurer** means Novae Syndicates Limited.

Novae Syndicates Limited is made up of the Lloyd's underwriters who have insured the **insured person** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. The **insured person** can ask for the names of the underwriters and the share of the risk each has taken on.

**Period of insurance** means the period of time covered by this insurance.

**Territorial limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and up to 21 days in Europe during the **period of insurance**.

### Exclusions

This insurance does not cover death directly or indirectly arising out of or consequent upon or contributed to by:

- The **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane.
- War, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).
- The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- Nuclear reaction, nuclear radiation or radioactive contamination.
- Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
- Deliberate exposure to exceptional danger (except in an attempt to save human life) or the **insured person's** own criminal act or being under influence of alcohol or drugs.





## Section 5 - Accidental Death Benefit (continued)

- The **Insured Person** being intoxicated by alcohol or drugs.
- Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

### Conditions

- Notice must be given to the **insurer** as soon as reasonably practicable in the event of the death of the **insured person** resulting or alleged to result from an accident.
- It is a condition precedent to the **insurer's** liability to pay compensation to the **insured person** or his representatives that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical advisor appointed by or on behalf of the insurer and that such medical advisors shall, for the purpose of reviewing the claim, be allowed as often as may be deemed necessary to make examination of the **insured person**.
- Any fraud, concealment or deliberate mis-statement either in the proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
- If a physical disability or condition of the **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.
- The Police must be notified immediately following any event likely to give rise to a claim under this insurance.





## Section 5 - Accidental Death Benefit (continued)

### Claims Procedure

In the event of a claim under this section contact:

One Claims, 1-4 Limes Court, Conduit Lane, Hoddesdon, Hertfordshire EN11 8EP

Telephone: +44 (0) 1992 708708

Facsimile: +44 (0) 1992 450717

E-mail: mail@oneclaims.com

Any claim must be reported as soon as possible.

### Complaints Procedure

We aim to offer a first class service. However, if **you** need to complain:

- Contact **your insurance advisor** who will be pleased to help **you**.
- If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.
- If after contacting **your insurance advisor** or the claims handler, **you** are not satisfied with the way the complaint has been dealt with, **you** can write to:

The Chief Executive, Novae Management, 71 Fenchurch Street, London EC3M 4HH

Please quote **your** policy number, as it will help us to deal with your complaint promptly.

- If **you** are still not satisfied, **you** can ask the Complaints Department at Lloyd's to review **your** case. The address is:  
Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA  
Telephone: +44 (0) 20 7327 5693  
Facsimile: +44 (0) 20 7327 5225  
E-mail: complaints@lloyds.com
- **You** can also refer **your** complaint to:  
The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR  
These procedures do not affect **your** right to take legal action.





## Extension E & F – Breakdown Cover

### Breakdown Cover

#### Welcome to Moorhouse Breakdown Recovery

To make sure that **you** get the most from **your** cover, please take time to read the **Breakdown** cover section of **your** Policy, which explains the contract between **us**. If **you** have any questions or would like more information then please contact **us**. This section of the Policy is controlled on behalf of Moorhouse **Breakdown** Recovery by RAC Motoring Services.

### Terms and conditions

This Policy is a contract between **Us** and **You**. **We** agree to pay for those costs set out in this section of the Policy, which occur during the **Period of Cover** and for which payment of the appropriate premium has been made and subject to the following Policy terms and conditions.

### Definitions

Below are certain words that have a specific meaning in this section of the Policy and wherever these words appear they have the following meaning:

**“Accident”** means an Accidental crash immobilising the insured **Vehicle**.

**“Breakdown”** means unforeseen mechanical or electrical failure during the **Period of Cover** in the United Kingdom which has either immobilised **Your Vehicle** or made it unsafe to drive.

**“Claim”** means a call for assistance under this Section of the Policy.

**“Home”** means the address where **You** live in the United Kingdom.

**“Period of Cover”** means the duration of **Your** cover as stated in **Your** Policy **Documents**.

**“Policy Documents”** means this Policy wording and all associated documentation provided to **You** by **Your** insurer on **Our** behalf.

**“Resident of the United Kingdom”** means a person living permanently in the United Kingdom or a person employed by a company having its registered office in the United Kingdom.





## Breakdown Cover (continued)

“**Specialist Equipment**” is equipment not carried by **RAC** patrols or **RAC** contractors.

“**The Party/Your Party**” means the persons including **You**, travelling with **You** in the **Vehicle**.

“**United Kingdom/UK**” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

“**Vehicle**” means the **Vehicle** specified in the Policy **Schedule** as being eligible to receive services under this section of the Policy.

“**We/Our/Us/RAC**” means **RAC** Motoring Services and/or RAC Insurance Limited.

“**You/Your**” means the person(s) named in the Policy **Documents** when driving the **Vehicle**, or any other person driving the **Vehicle** with the owner’s consent.

### **Important information**

#### **Period of Cover**

- **Your** cover is for one year, renewable annually.
- This Policy will automatically terminate in the event that **Your** related motor insurance policy terminates

#### **Choice of law**

The laws of England and Wales govern **Your** Policy, unless **You** and **RAC** agree otherwise and the agreement has been put in writing by **RAC**.

#### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

#### **Telephone recording**

For **our** joint protection, telephone calls may be recorded and/or monitored.





## Breakdown Cover (continued)

### What to do if You Breakdown

If **You** are unfortunate enough to **Breakdown**, please follow these simple steps.

1. Call the appropriate number stated in the table below.
2. Have to hand **Your** policy number and **Vehicle** registration.
3. Advise the operator of the location of **Your Vehicle** and the nature of the fault.

**RAC** will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call **RAC** first. Please do not go ahead and make **Your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

**UK 0800 0924138\*** (freephone)

**\*Calls may be recorded and/or monitored. Members with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282.**

### Services provided

#### Service in the UK

Cover applies to **Vehicles** registered with the DVLA in Swansea or Northern Ireland only.

#### Roadside

If **You** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **Breakdown** to **Your Vehicle**, **We** will send an **RAC** patrol or contractor to help **You**.

**We** will try to repair **Your Vehicle** at the Roadside. Roadside includes labour at the scene of the **Breakdown** (but not labour at any garage to which the **Vehicle** is taken).





## Breakdown Cover (continued)

If **We** cannot repair the **Vehicle** at the Roadside, and **We** believe repairs are unwise or cannot be completed within a reasonable time, **We** will take the **Vehicle** and up to 8 people to a destination of **Your** choice within 10 miles of the scene of the **Breakdown**. If **You** have no preferred destination, **We** will take the **Vehicle** to a nearby garage. If **You** wish the **Vehicle** to be taken to any other destination, **You** will have to pay for the towage costs for the whole distance.

If **You** need to leave **Your Vehicle** at the garage **We** will reimburse **You** for taxi fares up to 20 miles (a receipt must be obtained) for you and up to 7 passengers

### Roadside does not cover:

1. **Breakdowns** which would be prevented by routine servicing of **Your Vehicle**
2. Any labour other than that incurred at the Roadside
3. Replacing tyres or windows
4. Missing or broken keys. **We** will try to arrange the services of a locksmith but **You** will have to pay for them
5. The cost of ferry crossings, road toll and congestion charges
6. **Vehicles** being demonstrated or delivered by motor traders, or used under trade plates
7. **Vehicles**, which, according to **Our** patrol or contractor, had broken down or were unroadworthy before **You** took out **Your** Policy
8. **Vehicles**, which **Breakdown** within 1/4 mile of **Your** Home address or where **You** normally keep the **Vehicle**
9. Contaminated fuel problems. **We** will arrange for **Your Vehicle** to be taken to a local garage for assistance, but **You** will have to pay for the work carried out
10. The cost of parts, fuel or other supplies
11. Any **Vehicle** storage charges incurred when **You** are using **Our** services
12. Labour at any garage to which the **Vehicle** is taken
13. **Breakdown** caused by or following an Accident, fire, theft or act of vandalism.

If **You** call **Us** for assistance following such an incident **You** will be liable to pay **Us** for removal (Subject to the terms of **Your** insurance Policy, **You** can then reclaim these costs through **Your** insurance)

14. The tow or transport of any **Vehicle**, which, in **Our** reasonable opinion, is loaded beyond its legal limit
15. Any **Vehicle** in a position where **We** cannot work on it or tow it, or wheels have been removed, **We** can arrange to rectify this but **You** will have to pay the costs involved
16. Any animals in **Your Vehicle**, please note that their onward transportation is at **Our** discretion and solely at **Your** risk. **We** will not insure any animal, including livestock in transit, during any onward transportation **We** undertake.





# Breakdown Cover – Conditions

## General conditions

### Credit card details

**We** will require **Your** credit card details if **We** arrange a service for **You** which is not covered by this section of **Your** Policy or if it exceeds the Policy limits set out in this document. If **You** do not provide **Us** with **Your** credit card details **RAC** will not be able to provide certain services which will be notified to **You** when credit card details are requested.

### Caravans and trailers

The **Vehicle** restrictions in this section of **Your** Policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the **Vehicle** which has suffered a **Breakdown** is towing a caravan or trailer and **We** provide **Recovery**, the caravan or trailer will be Recovered together with the **Vehicle** to a single destination within 10 miles of the scene of the **Breakdown**. Other than as set out in this paragraph caravans and trailers are not covered by this section of **Your** Policy.

**We** do **Our** best to find solutions to motoring problems, but **We** regret **We** cannot arrange a replacement caravan or trailer in the event of **Breakdown** or Accident damage which cannot be repaired.

### Unforeseeable losses or events

Except in relation to any claim **You** may have for death or personal injury, if **We** are in breach of the arrangements under this contract, **We** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

**We** do not guarantee the provision of any of the benefits under this section of **Your** Policy, if there is anything beyond **Our** reasonable control or the reasonable control of any service provider which prevents **Us** or a service provider from providing that benefit. Benefits may be refused if **You** or any of **Your Party** behaves in a threatening or abusive way to any persons providing service under **Your** Policy.

### Taxi bookings

In some circumstances it can be quicker and easier for **You** to arrange a taxi. **We** may ask **You** to make **Your** own arrangements for taxi service. If so please send **Your** receipts to **Us** and **We** will reimburse **You**.





## Breakdown Cover - Conditions (continued)

### Service providers

The garages, **Breakdown/Recovery** companies, repairers, car hire companies and other third party service providers whose services are arranged by **RAC** on **Your** behalf and/or paid for under this section of **Your** Policy by **RAC** on **Your** behalf are not approved by **RAC**. They are not agents of **RAC** and **RAC** cannot be held liable for acts or omissions of such garages or other third parties. **You** are responsible for authorising repairs and making sure any repairs to **Your Vehicle** are carried out to **Your** satisfaction.

### Vehicle condition

**Your Vehicle** must be roadworthy and in good mechanical condition when **You** apply for cover and **You** must keep it in that condition.

### Fraud

If any Claim is found to be fraudulent in any way **Your** Policy will be cancelled immediately and all claims forfeited.

### General exclusions

In addition to any limits and exclusions noted elsewhere in this section of **Your** Policy, this section of **Your** Policy does not cover:

1. Costs for anything which was not caused by the incident **You** are claiming for
2. **Vehicles** which have broken down as a result of taking part in a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which **Breakdown** as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit.

For example, **Vehicles** participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but **Vehicles** participating in any off-road rally will not be covered

3. Any claim if **you Breakdown** at a motor trader's premises, garage or premises offering **vehicle** repair.
4. The cost of all parts, garage, labour or other costs in excess of **Your** Policy limits set out in the document.
5. Loss caused by any delay, whether the benefit or service is being provided by **Us** or someone else (for example a garage, hotel, car hire company, carrier, etc)
6. Any incident affecting a **Vehicle** hired under the terms of this section of **Your** Policy
7. Routine servicing of **Your Vehicle**, replacing tyres, missing or broken keys, or replacing windows. **We** may be able to arrange for the provision of these Services but **You** must pay any costs incurred. Note: Keys which are locked inside a **Vehicle** are covered and **We** can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at **Your** risk





## Breakdown Cover - General Exclusions

8. Any claim caused directly or indirectly by:
  - a) **Your** property being held, taken, returned, destroyed or damaged under the order of any Government or other Authority
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event
9. Any Claim caused directly or indirectly by the overloading of **Your Vehicle** and/or any caravan or trailer
10. Any Claim as a result of **Vehicle Breakdown** due to:
  - a) running out of oil or water
  - b) frost damage
  - c) rust or corrosion
  - d) tyres which are not roadworthy
  - e) using the incorrect fuel.
11. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
12. Any Claim where **Your Vehicle** is being driven by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
13. Any Claim which **You** have made successfully under any other Policy of insurance held by **You**. If the value of **Your** Claim is more than the amount **You** can get from **Your** other insurance **We** may pay the difference subject to Policy limits and exclusions
14. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at **Our** discretion and solely at **Your** risk. **We** will not insure any animal during any onward transportation **We** may undertake
15. Any period outside **Your** Period of Cover
16. Any **Vehicle** other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility **Vehicle** and provided that the **Vehicle** conforms to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross **Vehicle** Mass (GVM)
  - b) maximum overall dimensions of length 5.5 metres, height 3 metres, width 2.25 metres (all including any load carried)The **Vehicle** restrictions apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 metres. If the **Vehicle** which has suffered a **Breakdown** is towing a caravan or trailer and **We** provide **Recovery**, the caravan or trailer will be Recovered together with the **Vehicle** to a single destination within 10 miles of the scene of the **Breakdown**. Other than as set out above caravans and trailers are not covered by this section of **Your** Policy.
17. Any Claim by **You** unless **You** are Resident of the United Kingdom and the **Vehicle** is registered with the DVLA in Swansea or Northern Ireland
18. Any **Vehicle** carrying more persons than recommended by the manufacturer, up to 8 persons maximum (including the driver). For minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during **Vehicle** construction and to the manufacturer's specification





## Breakdown Cover - General Exclusions (continued)

19. **Your Vehicle** if it is unattended
20. Any personal effects, valuables or luggage left in **Your Vehicle** or in any trailer, boat or caravan or any other item being towed by or used in conjunction with the **Vehicle**. These are **Your** responsibility.
21. Specialist Equipment costs. **We** will however arrange for the specialist services if needed, but **You** will have to pay for any additional costs direct to the contractor.
22. Any costs which are not directly covered by the terms and conditions of this section of **Your** Policy
23. **Vehicles** which were broken down or unroadworthy at the start of this Policy.
24. It is a legal requirement that **Vehicles** used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed **We** will attempt to fix **Your Vehicle** at the roadside but will not provide any other service or benefit.  
(The above is not applicable to those **vehicles** exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of **vehicles**, including certain old **vehicles**, agricultural **vehicles** and emergency **vehicles**. For further information please contact DVLA at [www.dvla.gov.uk/](http://www.dvla.gov.uk/)).
25. The costs of any parts provided by **RAC** to fix **Your Vehicle** at the roadside must be paid in full by credit/debit card at time of **Breakdown** before work can commence.

### Battery related faults

For battery related faults **Your** Policy entitlements are as follows:

- **RAC's** initial attendance for a battery related fault is included in **Your** Policy's entitlement.
- The fitting of any parts or batteries purchased by **You** prior to **our** attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- **RAC** will test **Your** battery at that initial **Breakdown** attendance. If the battery is no longer serviceable and so fails the test **You** will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, a charge of no less than £59 will apply for further assistance to a battery related fault. The charge will be payable by credit or debit card before assistance can be arranged.
- If **We** do not receive the payment within 14 days of the invoice date **Your** Policy will be cancelled without refund





## Breakdown Cover (continued)

### Your right to cancel

1. **You** are entitled to cancel **Your** Policy up to 14 days following the commencement (or renewal) date of cover, or the date **You** receive **Your** terms and conditions booklet, whichever happens later.
2. **You** cannot cancel this section of **Your** Policy without also cancelling **Your** related motor insurance Policy.
3. If **You** have not made a claim within the first 14 days **We** will refund the cost of this section of **Your** Policy less a pro rata charge for the period of time that **You** have had cover.
4. If **You** use the service within the first 14 days and decide to cancel, **You** will not be eligible for any refund.
5. If **You** cancel the Policy after 14 days, no refund or credit will be applied.
6. If **You** do not pay for **Your** premium promptly, **We** will cancel **Your** Policy.
7. **Your** Policy will automatically terminate in the event that **Your** related motor insurance Policy terminates.
8. To cancel **Your** Policy please contact **Your** broker.

### Caring for our customers

**We** are committed to providing **You** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **You** feel **You** did not receive the standard of service **You** expected. Should **You** have cause for complaint about any aspect of the service **We** have provided to **You** and **You** have already called Customer Services, who have been unable to resolve the matter to **Your** complete satisfaction, please contact **Us** at the relevant address indicated and **We** will work with **You** to resolve **Your** complaint.

**We** will deal promptly with **Your** query. Unless **We** can satisfactorily resolve **Your** complaint within 24 hours **We** will send **You** an acknowledgement within five working days, along with a leaflet outlining **Our** complaints procedures. In the unlikely event that **we** cannot resolve **Your** complaint to **Your** satisfaction, depending on the product and the nature of **Your** complaint **You** may refer **Your** concerns to the Financial Ombudsman Service.

Please quote **Your** full name, contact telephone number, membership or policy number and where applicable **Your Vehicle** registration in any communication.

If **You** have used **Our Breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **Our** attention as soon as **You** can (if possible, within 28 days of becoming aware of it). This does not affect **Your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **Us** at: **Breakdown** Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ or email: [breakdowncustomer@rac.co.uk](mailto:breakdowncustomer@rac.co.uk)





## Breakdown Cover (continued)

If **You** are dissatisfied with any other aspect of **RAC's** services, please contact **Us** at the following address:  
Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN or email:  
membershipcustomercare@rac.co.uk

An acknowledgement that **Your** complaint has been received will be sent to **You** within 5 working days following which **Your** complaint will be investigated on behalf of the Chief Executive.

### Financial Services Compensation Scheme

**RAC** Insurance Limited and **RAC** Motoring Services (in respect of insurance mediation activities only) are covered by the Financial Services Compensation Scheme (FSCS). If **we** were unable to meet **our** obligations **you** may be entitled to compensation from the scheme, depending on **your** type of insurance and the circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS

### Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information **You** supply is RAC Motoring Services (RACMS), (Company No: 1424399), RAC House, Brockhurst Crescent, Walsall W55 4AN.

**RACMS** will share the information **You** provide, together with other information, with **Our** group companies. **We** (RAC group companies) may use this for administration, customer services and profiling **Your** purchasing preferences. **We** may disclose **your** information to **Our** service providers and agents for these purposes. **We** may keep **Your** information for a reasonable period to contact **You** about **Our** services.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, **we** will ensure that anyone to whom **We** pass **your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it.

When **you** give **us** information about another person, **you** confirm that they have authorised **You** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.





## Breakdown Cover (continued)

**You** have the right to ask for a copy of **Your** information (for which **We** will charge a small fee) and to correct any inaccuracies.

### **Sensitive data**

By proceeding with this contract **You** give **Us** consent to use **Your** sensitive personal data e.g. health data for **Your** registration under the Motability Scheme (if appropriate), solely for the purposes for which **You** submit it.





# Endorsements – Applicable if shown on **your** schedule to all policy Sections

## Endorsement 1

### Drivers under 25 years of age

No cover applies in respect of drivers under 25 years of age.

## Endorsement 3

### Alarms, Immobilisers and Tracking Devices

AXA shall only be liable under Sections 1 and 2(i) for theft or attempted theft where an alarm, immobiliser, or tracking device as disclosed to, and approved by **us**, has been fitted to the **insured vehicle** in accordance with the manufacturer's instructions and is activated at all times when the **insured vehicle** is left unattended. Proof of fitment of an alarm, immobiliser or tracking device to the **insured vehicle** will be required prior to or in the event of a claim arising under Sections 1 or 2 (i) of this policy for theft or attempted theft.

## Endorsement 4

### Garaging

In respect of claims arising from fire, theft, attempted theft, or malicious means between the hours of 23:00 and 06:00 when the vehicle is parked the Fire and Theft **excess** referred to in Section 1 and Section 2 is doubled unless the **insured vehicle** is in a secure locked garage.

## Endorsement 6

### Wheels & Tyres

**We** will indemnify **you** in respect of loss of or damage to the wheels and/or tyres of the **insured vehicle** up to an amount that does not exceed the cost of replacing those wheels and tyres fitted as standard by the vehicle manufacturer.

## Endorsement 7

### Interest as owner

We have noted that a third party has an interest in the **insured vehicle**.

## Endorsement 8

### Restricted Use

Use is restricted to Social, Domestic and Pleasure in respect of the driver(s) noted in this **endorsement**.





## Extensions - Applicable if shown on **your** schedule to all policy Sections

These extensions only apply if referred to in the **schedule** and are subject otherwise to the terms, exceptions and conditions of this policy. If the only claim **you** make under this policy is under extensions A,E, or F , **your no claim discount** will not be reduced.

### WINDSCREEN COVER

#### EXTENSION A

#### Comprehensive Policies

If **you** have comprehensive cover **you** can claim for damage to the glass in **your** vehicle's windscreen or windows. If **you** use **our** approved Axa Windscreen Replacement Service (0845 366 2218) to arrange to replace the glass, **you** will have unlimited cover but **you** will have to pay the **excess** shown on your **schedule**. Unless **our** approved repairer arranges to replace the glass, **you** will only be covered for the reasonable cost of replacing the glass subject to a maximum of £100 less the **excess**. If the damaged glass is repaired, instead of replaced, **you** will not have to pay the **excess**, as long as **our** approved repairer is used. If the damaged glass is repaired, instead of replaced, but not through **our** approved repairer, you will have to pay the **excess** shown on your **schedule**. As long as there is no other damage, **we** will pay **you** under this extension and it will not affect **your** no-claims bonus. Any other **excess we** mention in **your policy** document will not apply to glass claims

### TRAILER COVER

#### EXTENSION C

#### Comprehensive Policies

Provided details (including value) have been submitted to **us**, the appropriate premium has been paid and cover is the same as the **insured vehicle**, this policy is extended to cover a trailer against loss or damage up to £2500 in any one claim. **We** shall not be liable in respect of any death or bodily injury to any person in or on or mounting into or dismounting from such a trailer. There is no cover whilst the trailer is detached from the **insured vehicle**.

### TRAILER COVER

#### EXTENSION D

#### Third Party Fire and Theft and Third Party Only Policies

Provided details (including value) have been submitted to **us**, the appropriate premium has been paid and cover is the same as the **insured vehicle**, this policy is extended to cover a trailer against loss or damage up to £2500 in any one claim. **We** shall not be liable in respect of any death or bodily injury to any person in or on or mounting into or dismounting from such a trailer. There is no cover whilst the trailer is detached from the **insured vehicle**.

### BREAKDOWN COVER - Comprehensive Policies

#### EXTENSION E

This policy is extended to give vehicle Breakdown assistance provided by Moorhouse Breakdown Recovery. (See the Breakdown section of this Policy Booklet for full details).





## Extensions to **your** Policy (continued)

### **BREAKDOWN COVER - Third Party Fire and Theft and Third Party Only Policies**

This policy is extended to give vehicle Breakdown assistance provided by Moorhouse Breakdown Recovery.  
(See the Breakdown section of this Policy Booklet for full details).

**EXTENSION F**

### **PROTECTED NO CLAIM DISCOUNT**

If you have paid the additional premium and selected this option **your** no claim discount will not be reduced provided no more than two fault or non-recoverable claims are made under this policy in any five successive years.

**EXTENSION G**







Moorhouse Xbroker  
Barclay House,  
2 - 3 Sir Alfred Owen Way,  
Caerphilly,  
CF83 3HU

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