



November, 2008

# Vanfirst

## Light Commercial Vehicle Insurance Policy document

Vehicles up to 3.5 tonnes Gross Vehicle Weight



NI

*Be Life Confident*

# Useful phone numbers



## Claims

If you need to claim, please call our 24-hour claims helpline on:

**0845 399 0400**

## Motor Rescue

If your vehicle has broken down or you need help in an emergency, call us at these numbers day or night.

**0800 783 7701**

**If dialling outside  
Northern Ireland**

**1800 460 460**

## Glass damage

Your policy schedule will show if you have chosen this cover.

**Autoglass**

Please note you are not obliged to use this company.

**0800 36 36 36**

# Welcome to your AXA light commercial vehicle insurance policy.

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact your Broker (if any) or us.

## Here to help

Please look out for the 'Here to help' mark. It will help you find your way round our policy document and let you know about information.



Here to help

## Need to find something quickly?

<b>If the question is...</b>	<b>then look at page</b>
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Here to help

## And if your question is one of these...

- I want to change my vehicle, how do I do this?
- I'd like to change my cover, who do I contact?
- What do I do if I want to add or delete drivers?
- I've moved house, do I need to let you know?
- I'm changing jobs, is my insurance cover affected?
- I've had penalty points added to my licence, does this affect my premium?

**Please contact your Broker (if any) or your local AXA branch and we will give you the answer**

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# [ Caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your Broker (if any) or local AXA Direct branch.
- For a complaint about your claim, contact our claims action line on 0845 399 0400.

If we cannot sort out your complaint, you can contact our Customer Care Department on 0800 039 1970 or:

- email: [axacustomercare@axa.ie](mailto:axacustomercare@axa.ie); or
- write to AXA Insurance, Customer Care, Freepost, Bel 2531, Belfast BT1 1BR.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

- the Financial Ombudsman's Service,  
South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Telephone: (0845) 080 1800  
Fax: (020) 7964 1001  
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)

Our promise to you

- We will reply to your complaint within five days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.



Here to help

Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.

# Definitions

**Approved Repairer** – A network of approved repairers who can be contacted through your local AXA office.

**Certificate of insurance** – Evidence of your motor insurance that we issue. It shows who is covered to drive your vehicle and the purposes for which it can be used.

**Endorsement** – An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

**Europe** – Any member state of the European Union and any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

**Excess** – The first part of any claim which you have to pay.

**Market value** – The amount you would have got for your vehicle if you offered it for sale.

**Period of insurance** – the period for which we have accepted your premium.

**Personal belongings** – Clothes and personal items you own or are looking after.

**Policy** – The contract of insurance between you and us.

**Schedule** – A document which gives your details and the cover provided by your policy. The schedule forms part of this policy.

**UK** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**We, our, us** – AXA Insurance Limited (excluding section 12).

**You, Your** – The policyholder named in the schedule including parties jointly described.

**Your vehicle** – Any motor vehicle whose registration number appears on a valid certificate of insurance under this policy.

# [ Your policy wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that the law of Northern Ireland will apply.

The cover you have bought has many benefits to give you peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

Your policy includes:

- the policy wording in this booklet;
- the schedule that has your details and the cover that applies; and
- any endorsement which applies.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in Ireland or the UK or in transit by sea between any ports therein.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance Limited



Chief Executive

AXA Insurance Limited

Registered number 136155

Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

# Section 1: Loss and damage to your vehicle

Your schedule will show if you have this cover.

This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.

## What is covered?

We will pay for:

- loss of or damage to your vehicle, and its accessories while in your vehicle, up to the market value of your vehicle;
- the cost of protecting and removing your vehicle to the nearest competent repairer; and
- if your vehicle is repaired, the reasonable cost of delivering your vehicle back to your address in Northern Ireland.

This will involve:

- repairing your vehicle; or
- replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- paying the cost of the loss or damage to you or the legal owner if we are told that your vehicle belongs to someone else.

We will choose which option is appropriate.

If your vehicle is stolen and is not found or, after being found is not worth repairing, we will pay you the market value of your vehicle, including accessories and spare parts at the time they are lost, stolen or damaged.

## Salvage

If we settle your claim by replacing your vehicle or by paying the market value of your vehicle before it was damaged and you keep the damaged vehicle, we will reduce the amount we will pay by the value of your damaged vehicle.

## Replacing your vehicle with a new one

Please check your schedule as you may not have this cover.

## Section 1: Loss and damage to your vehicle continued

We will settle your claim by replacing your vehicle with a new one of the same make, model and specification if the vehicle is:

- stolen and not recovered within 28 days; or
- damaged so that repairs will cost more than 60% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage.

We will only do this if:

- the loss or damage happens before your vehicle is one year old;
- you have owned the vehicle or hired it under a hire-purchase agreement since it was first registered as new; and
- you, and anyone else we know who has an interest in your vehicle, agree.

If a replacement vehicle of the same make, model and specification is not available, the most we will pay is:

- the market value of your vehicle and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of your vehicle when you bought it less 10%; whichever is higher. (We will not pay more than the original purchase price of the vehicle.)

**We** don't want any misunderstanding, so the things **we** don't cover are clearly shown in **PURPLE** against a light-purple background.



**Here to help**

### **What is not covered under this section of the policy.**

#### **Excess**

You will not have to pay an excess if the loss or damage is caused by fire, theft or attempted theft, unless otherwise stated in your schedule. You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section. The excess amount applying to your policy will be shown in your schedule, in addition to which there are young and inexperienced driver excesses which are shown across:

## Young and Inexperienced Drivers Excess

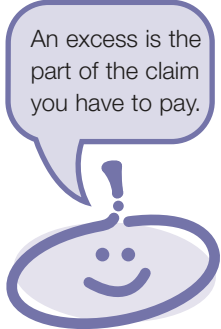
You must pay an amount towards a claim for all loss or damage to your Vehicle. The following table shows the amount you pay:

When the driver is	Amount you pay
Aged under 21 years old	£500
Aged 21 -24 years old	£300
Aged at least 25 years old with a licence to drive the vehicle which is:	
• A provisional licence or,	£150
• A full licence but held for less than one year	£150

This amount is in addition to any excess shown on the policy schedule.

## You are also not covered for the following

- Loss of use or any other resulting loss.
- Reduction in your vehicle's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another vehicle.
- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage to your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.
- Loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.



An excess is the part of the claim you have to pay.

**Here to help**

**You are also not covered for the following (cont'd)**

- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- Loss or damage to any permanently fitted radio exceeding £500 or 10% of the market value of your vehicle, whichever is the less. Any payment will be limited to the market value of the radio at the loss.
- The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
- Loss resulting from repossession of the vehicle or restitution to its rightful owner.
- Loss of or damage resulting:
  - (a) from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached to it, except for loss or damage arising directly from fire, self-ignition or explosion or by theft or attempted theft.
  - (b) while the body of such vehicle is in or being raised or tilted to or returning from a tipping position, unless such damage is due to collision with any vehicle.
- Loss or damage to anything in or on your vehicle other than its accessories or spare parts.

## Section 2: Glass breakage

Your schedule will show if you have this cover. A claim under this section will not affect your no claims discount.

We will pay for broken or damaged windscreens or windows of your vehicle and the bodywork being scratched as a result of the glass breaking, up to the limit shown on your schedule.

If you use a replacement windscreen provider who is not approved by us, the maximum we will pay is £100.

Please check your schedule as you may not have this cover.



**Here to help**

### What is not covered under this section of the policy

- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.

## **Section 3: Towing and trailer cover**

Your schedule will show if you have this cover.

### **Unspecified third party trailer cover.**

Section 4 of this policy applies when your vehicle is towing a trailer if this is allowed by law.

Provided such trailer is

- a) attached to your vehicle
- b) detached from your vehicle and provided that:
  - (i) Such trailer at all times remains in your care, custody or control
  - (ii) Such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

This section also applies to the towing of a broken-down vehicle.

### **We will not pay claims:**

- if you are being paid to tow the trailer or vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.
- if the gross vehicle weight of the trailer exceeds 750 kilogrammes, unless specifies details have been advised to the company.
- for death, injury or damage because of operating any mobile plant or trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Legislation.

## **Specified trailer cover:**

### **Specified third party trailer cover**

Your schedule will show if you have this cover.

Section 4 of this policy covers:

any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

- (a) Whilst such trailer is attached to your vehicle
- (b) Whilst such trailer is detached from your vehicle provided that:
  - (i) such trailer at all times remains in your care, custody or control
  - (ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

### **Specified loss or damage to your trailer.**

Your schedule will show if you have this cover.

Section 1 of this policy, Loss or damage to your vehicle, covers:

any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

Section 4 of this policy, Liability to others, will also cover such trailer as defined above

- (a) Whilst such trailer is attached to your vehicle
- (b) Whilst such trailer is detached from your vehicle provided that:
  - (i) such trailer at all times remains in your care, custody or control
  - (ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

# Section 4: Liability to others

## 1 Cover for you

We will pay all amounts you legally have to pay as a result of negligently using your vehicle and any trailer being towed by it, if you cause the

- accidental death of, or bodily injury to, any person,
- damage to property up to the amount shown in your schedule,
- costs and expenses as mentioned in this section.

## 2a Cover provided for other people

If you ask us to, we will give the following people the same 'liability to others' cover under this section we give you under 1.

- Anyone you allow to drive your vehicle who is covered to drive it under the certificate of insurance.
- Any person using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of your vehicle.
- Your employer or business partner, as long as your vehicle is not owned by or hired to either your employer or business partner and your vehicle is being used for a purpose that is allowed under your certificate of insurance and your employer is not covered under another policy.

## 2b Your legally-appointed representatives

After the death of anyone insured under this policy, we will protect that person's estate against any loss they would have had if we insured that liability under this policy.

## 3 Legal fees and expenses

If we give you our written permission, we will pay for solicitor's fees to represent anyone insured under this policy at any coroner's inquest, fatal accident inquiry or to defend anyone insured under this policy in a court of summary jurisdiction for any accident which might give rise to a claim under this section of this policy.

### **Proceedings for manslaughter or causing death by reckless driving**

We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover.

- You must ask us to provide the cover.
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- The accident which caused the death or deaths must have happened in Ireland or the UK.

### **4 Indemnity to Hirer**

The Company will indemnify any hirer, but only in respect of negligence attaching to you or any employee of yours in respect of the vehicle mentioned on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

### **5 Indemnity to Principal**

The Company will indemnify any Principal, but only in respect of negligence attaching to you or any employee of yours or any person whose driving is covered on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.


### **6 Application of Limits of Indemnity**

If more than one person is insured by this policy any limit on the amount the Company will pay applies to the aggregate amount to be paid and you will have priority over any other person insured.

## 7 Emergency Treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises.

A payment made under Paragraph 7, Emergency Treatment will not affect your no claims discount.



It's important that you and anyone insured to drive your vehicle reads this.

**Here to help**

### What is not covered under this section of the policy.

- Anyone driving your vehicle who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence.
  - Anyone who is insured under another policy.
  - Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your vehicle.
  - Damage to any vehicle being driven or used by a person claiming cover under this part of the policy.
  - Anyone insured by this policy who does not keep to its conditions.
  - Anyone employed in the motor trade driving your vehicle because it is being overhauled, repaired or serviced.
- Death or bodily injury to anyone driving or in charge of your vehicle.
  - Death or bodily injury to any person employed by a person insured sustained while in the course of that employment, except insofar as is necessary to meet the requirements of Road Traffic Legislation.

- Death, bodily injury or illness to any person caused by or arising out of;
  - (a) poisoning of any kind or foreign or deleterious matter in food or drink.
  - (b) anything harmful in the condition of the goods supplied at or from your vehicle or the defective condition of the container of such goods.
  - (c) anything harmful or defective in any treatment given at or from your vehicle.
  - (d) professional technical trade advice given at or from your vehicle.
- Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to such vehicle for loading on it or the taking away of a load from such vehicle after unloading from it by the driver or attendant of your vehicle.

## Section 5: Foreign use



Here to help

### **Temporary Use in Europe.**

The minimum cover required to comply with the laws relating to the Compulsory Insurance of Motor Vehicles applies while the vehicle is used in Europe (or in transit by sea between any ports therein).

## Section 6: Our right of recovery

If by law we have to make a payment that would not be covered under this policy, you will have to refund the amount to us.

# Section 7: No-claims discount

If you do not claim during the current period of insurance, we will give you a discount from your premium according to the table shown below. We will not discount any premiums for any optional extra cover. We will give you this discount for each claim-free year up to the maximum entitlement.

Number of years claim-free driving	Percentage discount allowed
0	0%
1	20%
2	30%
3	40%
4	50%
5	60%

If you have to make a claim, we will reduce the discount that last applied to your premium at the next renewal according to the following table.

Discount at last Anniversary	A single Claim	Two Claims	Three or more Claims
20%/30%	Nil	Nil	Nil
40%	20%	Nil	Nil
50%	30%	Nil	Nil
60%	40%	20%	Nil

## Section 7: No Claims Discount continued

If you need to make a claim, you could lose some or all of your no-claims discount.



Here to help

If we make payments that we have not claimed back from another person, the claim will count against your no-claims discount even if you were not at fault. We may decide not to claim back from another person, or may claim without success.

For no-claims discount purposes a period of insurance is one year between the beginning of the policy and the date you renew it, or between renewal dates. You cannot transfer your no-claims discount to anyone else.

### **Your no-claims discount will not be affected by:**

- payments under section 1 for fire and theft claims unless shown on your policy schedule;
- payments made under section 2 Glass Breakage;
- payments for emergency treatment the law says we must pay; and
- payments (together with associated costs and expenses) which we later get back in full.

We will ask you to renew this policy before the renewal date. If you make a claim just before you next renew your policy, this may not be reflected in our offer for you to renew cover. If this happens, you can ask us to change our offer of renewal, or wait until the following renewal date for that claim to be taken into account. We may change these scales at any renewal date.

A reported incident may not give rise to a claim. However, we reserve the right to decide at what stage the incident may be considered one which will not give rise to a claim. At this stage your No Claims Discount will be reinstated.

# Section 8: Protected no claim discount

## No Claims Discount Protection

If Protected NCD is shown in the schedule to this policy as operative we will not reduce your No Claims Discount unless more than 2 incidents giving rise to a claim which could affect your no claims discount happen during a 3 year period.

If 2 incidents do arise in any 3 year period, we will remove the protection for later claims and you will not qualify for protection again until you are claim free for at least 3 years.

We will treat a third incident as a single claim and we will reduce your No Claims Discount in line with the table below when you renew your policy.

(Protected No Claims Discount)

Discount at last Anniversary	A Single Claim	Two Claims	Three Claims	Four Claims	Five Claims or more
60%	60%	60%	40%	20%	00%

Although you can protect your No Claims Discount, your premium may increase if:

- you make very large or excessive claims,
- you receive motoring convictions, or,
- we decide it is necessary for any other reason.

## Section 9: Extra benefits

Claims under this section will not affect your no-claims discount.



Here to help

*This is separate and optional cover you can buy for an extra charge. Your schedule will show if you have chosen this cover.*

**A claim under this section will not affect your no-claims discount.**

### Benefits

#### Part A - Van hire

If your vehicle is out of use due to loss or damage by accident, fire or theft, we may:

- provide you with a replacement vehicle; or
- pay towards you hiring a vehicle (up to £30 a day including VAT). Our assessor will decide the length of this benefit but it will last no more than 7 days.

### What is not covered

We will not pay this benefit if repairs to your vehicle are delayed while a part is being imported from outside the European Union.

#### Part B - Replacement locks

We will pay you up to £500 towards replacing locks and alarms for your vehicle, if the keys for it are stolen from:

- your home if force or violence have been used to get into or out of your home;
- any hotel or guest house at which you plan to spend the night following theft involving force and violence to get into or out of your room or
- any other private home at which you plan to spend the night following theft involving force and violence to get into or out of that home.

### **We will not pay:**

- if your keys are stolen by deception or fraud, or taken by a member of your family who normally lives with you;
- any loss where the keys are recovered before the locks and alarms, are replaced; or
- for any loss, if you do not report the theft of keys immediately to the PSNI or proper police authority, and (in the case of a hotel or guesthouse) to the owners. You will need to provide proof you have given this notice.

# Section 10: Motor rescue

If you have bought motor rescue you must use the Freephone number **0800 783 7701** (1800 460 460 outside NI).

We suggest you put these numbers in your mobile phone immediately.

We will not pay any expenses you may have to pay if you have not called the emergency number first.



Here to help

A claim under this section will not affect your no-claims discount.

For this section 'you' will mean any driver who is driving your vehicle who is covered under this policy of insurance.

## What is covered

We will arrange and pay the benefits set out on the next page if your vehicle cannot be driven as a result of the following within Ireland and the UK:

- ➔ electrical or mechanical breakdown;
- ➔ the vehicle does not start;
- ➔ accident or fire;
- ➔ theft, attempted theft or malicious damage;
- ➔ punctures where you need help to replace or repair a wheel;
- ➔ loss or theft of keys;
- ➔ breakage of keys in the lock, or keys locked into the vehicle; or
- ➔ loss of, or running out, of fuel.

## **Benefits**

### **1 Roadside and Driveway Assistance –**

We will send a repairer to help you. If repairs are possible, we will provide up to one hour's labour to repair your vehicle, as long as the repair is carried out at the scene.

**2 Towing –** We will cover the cost of towing your vehicle, for up to 15 miles, from the breakdown site.

**3 Passing on a message –** We will pass on any relevant messages for you.

**4 Completing the journey –** If repairs to your vehicle cannot be completed on the same day, we can undertake the following arrangements for you and your passengers (but not hitch-hikers) in your vehicle:

- (a) Accommodation,
- (b) Alternative Transport.

**We will not be responsible for the cost of accommodation or alternative transport.**

## **Exceptions**

1. We will not be liable:

For any liability or consequential loss arising from anything performed or not performed in the execution of the services provided by this endorsement

2. We will not be liable to pay expenses:

- (a) Which are recoverable from any other source,
- (b) Incurred in relation to hitch-hikers being transported in your vehicle,
- (c) Arising where the driver of the vehicle is under the influence of drugs, toxicants, or narcotics or where his or her blood-alcohol level exceeds that permitted by the laws of the country where the vehicle is being used,
- (d) For the cost of any parts, keys, lubricants, fluids, or fuel required to restore a vehicle's mobility.

## Section 10: Motor rescue continued

3. We will not be liable in respect of:
  - (a) The contravention of regulations relating to the carriage of persons, animals, or objects in any vehicle where such contravention was a contributory cause of the accident or event causing the claim.
  - (b) The participation by any Beneficiary in:
    - (i) competitions, rallies or trials.
    - (ii) sports,
    - (iii) criminal conduct
    - (iv) wagers or challenges
  
4. We will not be liable in respect of:
  - (a) Events caused by fuels, minerals, essences or any other flammable materials, explosives or toxins transported in the vehicle.
  - (b) Any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or of the default of any supplier, agent or other person, or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.
  
5. We will not be liable in respect of:

Any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by you.
  
6. We will not be liable in respect of:

Any damage done to your vehicle sustained because a forced entry to it is required to provide you with assistance. You may be asked for a separate declaration acknowledging this.

## Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
3. In the event of cancellation of the policy by you, no return of the premium shall be allowed in respect of the Assist portion of the premium.
4. Vehicles eligible for assistance will be restricted to commercial vehicles up to 2 tons carrying capacity as allowed under the manufacturers specifications.
5. In the event of theft, or attempted theft of the vehicle, the benefits listed above are not available unless the matter is immediately reported to the PSNI or the appropriate police authority.
6. Any parts, including the battery, found to be defective shall be replaced by you as soon as possible after discovery of the defect.
7. If, in the opinion of the repairer attending your call for assistance, either you or the driver of your vehicle is under the influence of alcohol or drugs, assistance of any kind may be refused.

# Section 11: Personal Accident, Medical Expenses, Clothing and Personal Effects

*Your schedule will show if you have this cover.*

## Personal Accident

If you suffer accidental bodily injury in direct connection with your vehicle, or while getting into or out of, or travelling in any other vehicle; or  
If any other person suffers accidental bodily injury while getting into or out of, or travelling in your vehicle;

and the injury results directly and independently of any other cause within 3 months, we will pay the relevant benefits as follows:

	You and members of your family normally living with you	Others
Death	£5,000	£5,000
Total and irrecoverable loss of sight in an eye	£5,000	-
Loss by severance of an entire hand or foot	£5,000	-

We will pay benefits only for persons between their 16th and 75th birthdays at the time of injury.

The maximum payment for any person is £5,000.

Payment for death will be made to the deceased's personal representative.

## Medical Expenses

If you or any driver of, or anyone in, your vehicle suffers accidental bodily injury in direct connection with it, we will pay you up to £200 for each person for medical expenses.

## **Clothing and Personal Effects**

We will pay you (or if you wish, the owner of the property) for the loss of or damage to clothing and personal effects caused while they are in your vehicle. The maximum amount payable for any one incident is £175.

### **We will not pay for:**

- money, stamps, tickets, documents, securities, furs or jewellery.
- tools, equipment, goods or supplies carried in connection with any trade or business.
- damage caused by wear and tear, deterioration, moths or insects.

# Section 12: Legal Expenses Cover

## Legal Expenses

When specified on the current schedule attached to the policy, this section only applies to commercial vehicles with a gross vehicle weight (GVW) up to 3.5 tonnes. The cover provided by this section is underwritten by AXA Assistance. Any claims under this Section should be sent to: AXA Assistance, Unit 13 Kilmartin N6 Centre, Dublin Road, Athlone, Co. Westmeath. Telephone: 00 353 90 6486376.

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses. We normally recover your uninsured losses by appointing a solicitor to handle your claim. In most cases, we will choose the appointed solicitor for you. Claims outside Northern Ireland may be dealt with by AXA Assistance offices elsewhere in Europe.

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved. If you are prosecuted for a motoring offence, we will appoint a solicitor to represent you.

## Legal Expenses Cover

We agree to provide the cover in this endorsement, keeping to the terms, conditions and exclusions as long as:

- the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

## Definitions

<b>We, us, our</b>	Means AXA Assistance UK.
<b>Insured Person</b>	Means You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this endorsement must have your agreement to claim.
<b>Insured Vehicle</b>	Means the vehicle (up to and including 3.5 tonnes GVW) specified in the motor insurance policy issued with this endorsement. It also includes any trailer attached to this vehicle.
<b>Appointed Lawyer</b>	Means the lawyer, or other suitably qualified person, who has been appointed to act for an insured person under Condition 2 of this endorsement.
<b>Legal Costs</b>	Means all reasonable and necessary costs charged by the appointed lawyer on a party/party basis. Also the costs incurred by opponents in civil cases if an insured person has to pay them, or pays them with our agreement.
<b>Territorial Limits</b>	Means the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Switzerland and Serbia, Turkey (West of the Bosphorus).
<b>Date of</b>	Means the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of occurrence is the date of the first of these events.