



Motor Trade Road Risks Insurance Policy

Arranged by: Road Runner a trading name of Aston Lark Limited

Motor Trade - Road Risks Insurance Policy

Welcome

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Thank you for choosing Road Runner for **your** Motor Trade – Road Risks insurance **policy**.

Our aim is to provide **you** with peace of mind when it comes to looking after **your** motor trade insurance needs and to make **your** insurance cover clear and easy to understand.

You should read this **policy** booklet along with **your statement of fact, schedule, endorsements and certificate of motor insurance** to give **you** full details of **your** cover. If **you** have any questions about **your policy** documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your policy**, please contact **us** or **your** insurance adviser.

This **policy** is underwritten by AXA Insurance dac

Your policy

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

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your policy**.

Your policy wording is divided into a number of sections and must be read together with **your schedule, endorsements and certificate of motor insurance**.

Your schedule will show **you** which sections apply.

Your policy is renewable provided that **you** have accepted **our** renewal terms and paid the premium for any subsequent **period of insurance**. A new **statement of fact, schedule and certificate of motor insurance** will be issued for each **period of insurance** showing any changes to **your** cover.

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

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered', **we** give information on the insurance provided. Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**. All sections of cover should be read in conjunction with the Policy Conditions and Policy Exclusions which apply to all sections of **your policy**.

Law applicable

The **insurer** with which **your** contract will be concluded is AXA Insurance dac which is established in Ireland. Both **you & we** can choose the law applicable to the contract, **We** propose that the law of Northern Ireland apply.

When and where we provide cover under your policy

Unless otherwise agreed with **us** **we** only provide cover under **your policy** while the **insured vehicle** is being driven or used within the **territorial limits** and is

- a) on any road in the course of a journey or
- b) in course of transit by water or rail provided this transit is by a commercial carrier or
- c) temporarily garaged or parked during the course of a journey in or on any premises not owned by **you** or in **your** occupation or
- d) garaged in **your** private domestic garage or parked at **your** private residence or the private residence of any **driver** (provided that the garage or residence is not **business premises**)

Policy definitions

The words defined below will have the same meaning wherever they are shown in **your policy** in bold print and their meaning is not varied by a definition in a particular section

Accessories

Supplementary parts of the **insured vehicle** related to its function including spare parts safety equipment and manufacturer's tool kit ordinarily kept in or on the **insured vehicle**

Business

Means the business shown in **your schedule** and **your statement of fact**

Business premises

Means the business address (or addresses) shown in **your schedule** and any house building structure or land used owned or occupied on a permanent or continuing basis by **you** or any partner director employee or **driver** for

- a) repair service and maintenance or
- b) sale or display or
- c) storage

of any motor vehicle

Any private residence **you** or any **driver** permanently resides at is not a **business premises** for the purpose of this insurance

Any house building structure or land not owned by **you** or any partner director employee or **driver** but temporarily occupied by **you** or any **driver** for less than one day to undertake the repair service or maintenance of any **insured vehicle** in connection with **your business** is not a **business premises** for the purposes of this insurance

Certificate of motor insurance

Means the document which provides evidence that an insurance contract is in force which satisfies the requirements of current road traffic legislation

The certificate of motor insurance

- a) has the same **policy** number as the **policy** documents
- b) shows who may drive the **insured vehicle**
- c) shows the uses to which the **insured vehicle** can be put
- d) shows the uses which the **insured vehicle** cannot be put

Driver

Means anyone who is shown on **your certificate of motor insurance** as being entitled to drive the **insured vehicle** on **your** order or with **your** permission provided such person

- a) holds a licence to drive the **insured vehicle** or
- b) has held and is not disqualified for holding or obtaining such a licence unless a licence is not required by law

Endorsement(s)

Means an amendment to the **policy** agreed by **us**

Excess(es)

Means the amounts shown in this **policy** which **you** must pay for each and every claim following loss of or damage to the **insured vehicle**

Insured vehicle

Means any motor vehicle (as detailed under paragraph 1. Description of vehicle on the effective **certificate of motor insurance**) which is the property of the **policyholder** or the **policyholders spouse** provided he or she is a **driver** on this **policy** or leased to the **policyholder** or the **policyholders spouse** provided he or she is a **driver** on this **policy** on a lease agreement with a minimum initial duration of 12 months and which is registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands or is held in trust by or in the custody or control of the **policyholder** for Motor Trade purposes and which is not

- a) a steam driven vehicle
- b) a goods carrying vehicle used for hire or reward
- c) a vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles
- d) a vehicle being carried on a vehicle transporter or vehicle transporter and trailer capable of carrying more than two vehicles at any one time
- e) any vehicle shown in **your schedule** which **we** do not cover and/or excluded by the terms of **your certificate of motor insurance**

In-vehicle equipment

Means the following items

- a) radio cassette compact disc player or other audio equipment
- b) phone or other communication equipment
- c) navigation equipment
- d) television or other visual entertainment equipment including video cassette recorders DVD players and games consoles

provided they are permanently fitted to and designed solely for use in the **insured vehicle**

Limit(s) of indemnity

Means the maximum amount **we** will pay for any one claim or number of claims arising out of one event as shown in **your schedule**

Period of insurance

Means

- a) the duration of the **policy** as shown on **your certificate of motor insurance** and **your schedule**
- b) any following period but only if **we** accept **your** renewal premium

Policy

Means the documents consisting of

- a) this **policy** wording and
- b) **your statement of fact** and
- c) **your schedule** and
- d) **your certificate of motor insurance** and
- e) any **endorsement(s)**

Schedule

Means the document which specifies

- a) **your** details
- b) the sections of the **policy** wording that apply
- c) any **endorsements** or special details of **your policy** such as **excesses** or additional terms conditions and exclusions

Statement of fact

Means the document setting out information provided by **you** or **your** representative as being relevant to the cover applied for and assumptions **we** have made about factual circumstances relevant to the cover applied for. If the information is incorrect **you must** inform **us** without undue delay

Territorial limits

Means

- a) Great Britain Northern Ireland the Isle of Man the Channel Islands
 - b) Republic of Ireland
- and in the course of transit by water or rail within or between any of these territories provided this transit is by commercial carrier

Terrorism

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

Trailer

Means any trailer which is properly constructed to be towed by the **insured vehicle**. Any plant permanently attached to a trailer shall be regarded as part of that trailer

Vehicle keys

any device used for starting the **insured vehicle** or for using its locks or immobiliser

We, us, our, insurer

Means AXA Insurance dac

You, your, policyholder, insured

Means the person (s) or company (ies) named as the Policyholder or insured in

- a) **your certificate of motor insurance** and
- b) **your schedule**

Your spouse

Means the husband wife civil partner or partner permanently residing at the same address as **you**

Section 1 – Loss of or damage to the insured vehicle

What is covered

A) Comprehensive Cover

This cover only applies if **your schedule** shows that the cover applicable is comprehensive

We cover loss of or damage to

- a) the **insured vehicle** including its **accessories**
- b) any **trailer** whilst attached to the **insured vehicle**
- c) **in-vehicle equipment**

subject to any applicable **excess** and any **limits of indemnity** as shown in **your schedule**

If the loss or damage is covered under **your policy we** will also pay the reasonable costs of

- a) protection and removal to the nearest competent repairer and
- b) delivery to **your** address in Great Britain Northern Ireland the Isle of Man or the Channel Islands after Repair

B) Cover for fire and theft

This cover only applies if **your schedule** shows that the cover applicable is third party fire and theft

We cover loss of or damage caused by fire lightning explosion theft or attempted theft to

- a) the **insured vehicle** including its **accessories**
- b) any **trailer** whilst attached to the **insured vehicle**
- c) **in-vehicle equipment**

subject to any applicable **excess** and any **limits of indemnity** as shown in **your schedule**

If the loss or damage is covered under **your policy we** will also pay the reasonable costs of

- a) protection and removal to the nearest competent repairer and

- b) delivery to **your** address in Great Britain Northern Ireland the Isle of Man or the Channel Islands after Repair

C) How we will settle any claim under this section

If the **insured vehicle** including its **accessories** or any attached **trailer** is lost or damaged as the result of one of the specified perils **we** may at **our** own option reinstate repair or replace from a suitable source the **insured vehicle** or **trailer** or pay the amount of loss or damage If **we** agree to pay for damage to be repaired **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer

The maximum amounts **we** will pay under this section shall not exceed the **limits of indemnity** as shown in **your schedule**

The maximum amount **we** will pay for **accessories** will be the manufacturer's last published retail price

D) Replacement keys

If the **vehicle keys** of the **insured vehicle** are lost or stolen **we** will pay the cost of

- a) replacing the door locks and/or boot lock
- b) replacing the ignition/steering lock
- c) replacing the lock transmitter and central locking interface
- d) re-coding or if necessary replacing the alarm system

The maximum amount **we** will pay as a result of such loss or theft will be limited to £5,000 during any one **period of insurance**

The **excess** shown in **your schedule** will not apply to this cover

E) Hiring or other agreements

If **we** know that the **insured vehicle** is the subject of a hire purchase agreement or vehicle leasing agreement or other agreement **we** will pay the person or organisation requiring payment under the terms of the agreement and their receipt of the payment will be a discharge of any claim under this section

What is not covered

Exclusions to Section 1 – Loss of or damage to the insured vehicle

We do not cover

- a) the amount of any **excesses** shown in **your schedule**
- b) loss of or damage to the **insured vehicle** resulting or arising from deception by a purported purchaser or seller or his or her agent
- c) any loss of value of the **insured vehicle** following repair
- d) loss of use other than as provided under Section 2 – Liability to third parties or any wear and tear or depreciation
- e) any repair or replacement which improves the **insured vehicle** beyond its pre-accident condition
- f) mechanical electrical electronic computer failure or breakdown or breakage
- g) damage to tyres caused by braking punctures cuts or bursts
- h) loss of or damage to the **insured vehicle** or any **accessories** which is directly caused by work being carried out upon it by **you** or anyone employed by **you** or acting on **your** behalf
- i) loss of or damage to the **insured vehicle** due to theft or attempted theft if
 - i. the **insured vehicle** is left unlocked or
 - ii. the **insured vehicle** windows are left open
or
 - iii. the **vehicle keys** are left in or about the **insured vehicle**while the **insured vehicle** is unattended or unoccupied
- j) loss or damage arising from a malicious act or resulting from the **insured vehicle** being taken without **your** permission by
 - i. **your spouse**
 - ii. **your** boyfriend or girlfriend
 - iii. anyone who normally lives with **you**
 - iv. a member of **your** family or
 - v. an employee or partner
- k) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- l) loss or damage caused by an inappropriate type or grade of fuel being used
- m) loss or damage arising as a result of a deliberate act by **you** or any person driving the **insured vehicle** with **your** permission
- n) loss of or damage to the **insured vehicle** if **you** or any **driver** was driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident
- o) loss of or damage to the **insured vehicle** in or on the **business premises** or within 400 metres of the **business premises**

Section 2 – Liability to third parties

What is covered

A) Cover if you are driving

We will cover **you** in respect of legal liabilities which **you** incur in respect of

- a) death of or bodily injury to any person (including passengers) or
- b) damage to material property up to the **limit of indemnity** as shown under this section in the **schedule** for any one claim or number of claims arising out of one event

in connection with the use of the **insured vehicle** (including its loading or unloading) or an attached **trailer**

B) Cover for legal costs and expenses

We will cover **you** in respect of any claims under A Cover if **you** are driving for

- a) the costs of defence against a charge of manslaughter or causing death by careless or dangerous driving
- b) solicitors' fees for representation at a coroner's inquest or fatal accident inquiry or court of summary jurisdiction
- c) other legal fees costs and expenses incurred with **our** written consent
- d) legal fees and expenses incurred with **our** consent in connection with defending any criminal proceedings including appeals and costs of prosecution awarded against **you** arising from a charge under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man the Channel Islands or Northern Ireland

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

- i. for more than £5,000,000 in total in respect of any one action or series of actions arising out of any one insured event and in total during any one **period of insurance**
- ii. unless the proceedings relate to an actual or alleged act omission or incident committed during the **period of insurance** within the **territorial limits** and in connection with the **business**

- iii. unless the proceedings relate to an actual or alleged act omission or incident arising from the ownership possession or use by or on behalf of **you** of any **insured vehicle** or **trailer** in circumstances where compulsory insurance or security is required by road traffic legislation.
- iv. for proceedings which result from any deliberate act or omission by **you**
- v. where indemnity is provided by another insurance policy
- vi. for fines or penalties or the cost of implementing any remedial order or publicity order
- vii. for any appeal against any fine penalty remedial or publicity order
- viii. for costs incurred as a result of the failure to comply with any remedial order or publicity order
- ix. for costs and expense insured by any other policy
- x. for fees of any solicitor or council appointed by or on behalf of any person entitled to indemnity unless the appointment has been agreed by **us**

C) Cover for other people

We will cover the following people for legal liabilities to others in the same way that **we** cover **you** under A Cover if **you** are driving

- a) any **driver**
- b) at **your** request any passenger travelling in or getting into or out of the **insured vehicle**
- c) any person using but not driving the **insured vehicle** for social domestic and pleasure purposes with **your** permission
- d) any principal with whom **you** have an agreement for the performance of work provided **we** shall not be
- e) liable in respect of liability arising from the act of default or neglect of the principal the legal personal representative of any deceased person covered under this section

D) Emergency treatment fees

We will cover the cost of any emergency medical treatment fees required under any road traffic legislation arising from the use of an **insured vehicle** in respect of which indemnity is provided

If this is the only payment made then **your** No Claims Discount will not be affected

E) Cross liabilities

If the **policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) **we** will cover each party's liability against the other as if the other was not included as a **policyholder**

We agree to waive all rights of subrogation against each party provided that the total amount payable for all claims does not exceed any **limit of indemnity** as shown for this section in the **schedule**.

F) Loss of use

We will cover **your** legal liability to pay compensation for loss of use of any customer's vehicle following loss of or damage whilst in **your** custody or control and which is insured under Section 1 - Loss of or damage to the **insured vehicle** provided that **you** use all diligence in making repairs to such vehicle

G) Discharge of liability

Following any one claim or number of claims arising out of any one event under A Cover if **you** are driving paragraph b) **we** may at any time pay **you**

- a) the maximum **limit of indemnity** as shown in **your schedule** (less any sum or sums already paid as compensation) or
- b) any lesser amount at **our** discretion for which any claim or claims can be settled

We will then relinquish the conduct and control of such claim(s) and be under no further obligation to pay out any additional amounts except for the payment of costs and expenses incurred with **our** written consent prior to the date of such payment

H) Towing

We will cover **you** in the terms and exclusions of this section while the **insured vehicle** is being used for the purpose of towing one disabled mechanically propelled vehicle providing that

- a) such vehicle is not being towed for hire or reward
- b) **we** shall not be liable in respect of loss of or damage to the vehicle being towed or property conveyed in or on such vehicle

What is not covered

Exclusions to Section 2 – Liability to third parties

We do not cover legal liability for

- a) death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming indemnity under this section except where it is necessary to meet the requirements of any road traffic legislation
- b) loss of or damage to any **insured vehicle** or **trailer** in connection with which cover is provided by this section
- c) loss of or damage to any property which is owned by or in the custody or control of **you** or any person who is making a claim under this section
- d) death of or bodily injury to any person or loss of or damage to property caused by or arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the **driver** or the attendant of the **insured vehicle**
- e) any liability arising out of the operation as a tool of the **insured vehicle** or attached plant except where it is necessary to meet the requirements of any road traffic legislation
- f) loss of or damage to property which is being conveyed by any vehicle
- g) **terrorism** except if **we** are required to provide insurance to meet the requirements of any road traffic legislation
- h) loss of use except as described in this section under **F) Loss of Use**
- i) death of or bodily injury to any person or loss of or damage to property arising from the use of the **insured vehicle** while in or on any part of any airport aerodrome military base or airfield provided for
 - a. take-off or landing of aircraft or the movement of aircraft on the ground
 - b. aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangarsexcept where it is necessary to meet the requirements of any road traffic legislation
- j) anyone who is not driving but who is claiming indemnity if they know that the **driver** does not hold a valid licence to drive the **insured vehicle** unless the **driver** has held and is not disqualified from holding or obtaining such a licence
- k) anyone who is driving unless that person holds a licence to drive the **insured vehicle** or has held and is not disqualified from holding or obtaining such a licence
- l) anyone other than **you** if they are entitled to indemnity under any other insurance policy
- m) death of or bodily injury to any person or loss of or damage to property arising directly or indirectly from work on any **insured vehicle** by **you** or any person in **your** service or acting on **your** behalf except where it is necessary to meet the requirements of any road traffic legislation
- n) death of or bodily injury to any person or loss of or damage to property arising directly or indirectly from any **insured vehicle** in or on the **business premises** or within 400 metres of the **business premises** except where it is necessary to meet the requirements of any road traffic legislation

Section 3 – Cover for foreign use

What is covered

A) Compulsory insurance cover outside the territorial limits

Your policy will provide cover to meet the minimum cover **you** need by law to use the **insured vehicle** or attached **trailer** in any country

- a) which is a member of the European Union or
- b) i) which agrees to meet European Commission Directives on motor insurance and

ii) of which the European Commission is satisfied that arrangements have been made to meet the requirements of these Directives

If however the road traffic laws of Great Britain are wider than the minimum level of cover of any EU member country where the incident occurred then the minimum level of cover provided in Great Britain will be provided.

B) Extension of cover outside the territorial limits

If **we** agree beforehand and **you** pay any extra premium which **we** require in advance **we** will extend the cover under **your policy** for a specified vehicle which is owned and registered to **you** to provide the cover shown in **your schedule** while being temporarily used in other countries as stated in **Section 3A** above

We will also cover **you** while the specified vehicle is in the course of transit (including its loading and unloading) between any countries to which this **policy** applies by water or rail provided this transit is by a commercial carrier

Customs duty

We will insure **you** against the enforced payment of customs duty on the **insured vehicle** after its temporary importation into any country to which this insurance applies as a direct result of loss of or damage to the **insured vehicle**

General average contributions and other charges

We will insure **you** against general average contributions salvage and sue and labour charges incurred during the transportation of the **insured vehicle** by sea between any countries to which this insurance applies provided that

- a) the **insured vehicle** is insured for comprehensive cover
- b) the contribution relates to the value of the **insured vehicle**

Section 4 – No Claims Discount

If a claim is made under **your policy we** will reduce **your** No Claims Discount when **you** renew **your policy** in line with **our** current scale. If two or more claims are made in any one **period of insurance you** will lose all **your** No Claims Discount.

If no claims are made under **your policy we** will increase **your** No Claims Discount when **you** renew **your policy** in line with **our** current scale.

The No Claims Discount is not transferable to any other person.

Section 5 – No Claims Discount Protection

This section only applies if it is shown as being included on **your schedule**

If **you** have chosen No Claims Discount Protection **we** will not reduce **your** No Claims Discount unless more than two claims happen over three consecutive **periods of insurance**

Section 6 – Accompanied demonstration use

This section only applies if it is shown as being included on **your schedule**

A) What is covered

We will provide cover in accordance with the terms conditions and Exclusions of **your policy** while the **insured vehicle** is being driven on **your** order or with **your** permission by any person for the purpose of demonstration for sale provided that this person

- a) is not in **your** employment
- b) is not a member of **your** family **your** boyfriend or girlfriend anyone who normally lives with **you** or of any named **driver**
- c) is accompanied at all times by **you** or a **driver** in **your** employment
- d) holds or has held a full and valid driving licence to drive the **insured vehicle** and is not disqualified from holding or obtaining such a licence

Section 7 – Cover to include vehicles at your business premises

This section only applies if it is shown as being included on **your schedule**

A) Definitions which apply to this section

The following definitions apply to this section in addition to the **policy** definitions

Locked

Means that the door used as a final exit at **your business premises** is secured with either:

- a) a 5 lever mortice deadlock or a rimlock that conforms to BS3621
- b) a heavy duty closed shackle padlock and compatible locking bar

All other opening external doors if not secured with either a 5 lever mortice deadlock or a rim lock that conforms to BS3621 must be fitted with two key operated security bolts fitted internally top and bottom to each leaf in addition to any existing locks

All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security

Standard construction building

Means a building being built mainly of brick stone or concrete or other non-combustible materials

Secured forecourt or yard

Means behind a wall of at least nine inches thickness and two feet in height or permanent concrete or steel bollards or steel hoops at least 670mm in height above ground set in concrete to a depth of at least 900 mm spaced at intervals no wider than 1.3 metres or security fencing constructed in accordance with BS1722: Specification for fences Part 10, 12 or 14 Gates to be of commensurate strength and secured by a heavy duty closed shackle padlock Gate hinges must be designed to prevent gate lift-off If not of such design they should be capped off by a disc of mild steel welded to the top of the pin

Protected area

Means a secure key cabinet securely fixed to a solid wall or floor anchored safe within a **standard construction** building in an area protected by an intruder alarm that complies with one of the following British or European Standards:

BS4737 – Intruder Alarm Systems in Buildings

BS7042 – High Security Intruder Alarm Systems in Buildings

PD6662/EN50131 Alarm Systems (minimum Grade 2)

The Alarm system must be fitted and maintained by either a National Security Inspectorate (NSI) installer or Security Systems and Alarms Inspection Board (SSAIB) installer

B) What is covered

We will provide cover under this section to include **insured vehicles at your business premises** in accordance with the terms conditions and exclusions of **Section 1 – Loss of or damage to the insured vehicle** other than exclusion a) and subject to the following additional terms conditions and exclusions

Limits of indemnity

The maximum amount payable under this section is £50,000 in respect of any one **period of insurance** and £25,000 any one claim or number of claims arising out of one event

C) Security conditions

This condition of cover applies only to this section.

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

Insured vehicles must be secured by the following means

- a) In a **locked standard construction building** or
- b) On a **secured forecourt or yard** area or
- c) In the open by individual approved Thatcham Category 4 Device

All **insured vehicles** must be locked and any **vehicle keys** and any wheel clamps keys removed either to a **protected area** or removed from the site and all keys for any key cabinet or safe within the **protected area** are removed from the **business premises** or to a part of the **business premises** in which the person responsible for their safe custody actually lives

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

What is not covered

Exclusions to Section 7

We do not cover

- a) an **excess** of £500 of each and every claim made under this extension
- b) theft of **accessories** unless the **insured vehicle** is stolen at the same time
- c) vehicles when the **business premises** are left unattended or closed for business unless the vehicles are secured in accordance with **C Security Conditions** shown above

Section 8 – Windscreen and window damage

This section only applies if it is shown as being included on **your schedule**

What is covered

We will pay to repair or replace broken glass in any motor vehicle (as detailed under paragraph of 1. Description vehicle on the effective **certificate of motor insurance**) which is the property of the **policyholder** or leased to the **policyholder** or the **policyholders spouse** provided he or she is a **driver** on this **policy** or leased to the **policyholder** or the **policyholders spouse** provided he or she is a **driver** on this **policy** on a lease agreement with a minimum initial duration of 12 months and which is registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands windscreen (including panoramic windscreens) or windows, and any scratching to the bodywork caused solely and directly by broken glass from a broken windscreen or window

We may decide to reinstate or repair the **insured vehicle** using suitable parts or accessories which are not supplied by the original manufacturer

Any payment for replacement of glass under this section will not reduce **your** no claims discount

To obtain the full benefit under this section the work must only be undertaken by **our** approved repairer contactable via AXA Glassline on 0345 828 2823

The most **we** will pay

If **you** do not use **our** approved repairer, the most **we** will pay for any windscreen replacement claim under this section is £100 or £50 for any windscreen repair

The maximum amount payable under this section is £1,000 during any one **period of insurance**

If during any one **period of insurance** **our** payments exceed £1,000 **we** will reduce your no claims discount when **you** renew **your policy** in line with **our** current scale and **you** must pay the **excess** amount shown on **your schedule** subject to all other terms and conditions

What is not covered:

1. An **excess** of £100.00 for glass replacement
2. Any other glass forming part of the **insured vehicle** including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass
3. Any glass that is part of a removable or folding convertible roof
4. Any windscreens or windows not made of glass.
5. Loss of use or any other loss damage or additional expense following on from the event for which **you** are claiming unless **we** provide cover under this **policy**.
6. The cost of any alternative transport
7. Glass replacement or repair to any vehicle which is held in trust by or in the custody or control of the **policyholder** for Motor Trade purposes

Glass excluded under this section may be covered under Section 1 (Loss of or damage to the insured vehicle) of **your policy** subject to the appropriate **policy excesses** and **we** will reduce your no claims discount when **you** renew **your policy** in line with **our** current scale

Policy Conditions - applicable to all sections of your policy

These conditions apply throughout the **policy**. Some sections will have their own conditions which apply throughout or to specific parts of the section and need to be read in conjunction with (and override where applicable) the **policy** conditions.

A) Compliance with policy terms

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

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

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

B) Claims procedure and requirements

1. In the event of any accident injury loss or damage **you** or **your** legal representative must at **your** own expense
 - a) notify **us** without undue delay of and provide full details as soon as possible after any event which could lead to a claim under **your policy**
 - b) send to **us** any letters or documents **you** receive in connection with the event before **you** reply to them
 - c) immediately inform the police of the theft of or attempted theft of or malicious damage to the **insured vehicle** and obtain a crime reference number
 - d) send to **us** without undue delay upon receipt any writ summons or other legal process issued or commenced against **you**
 - e) notify **us** of any impending prosecution coroners inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by **you** or on **your** behalf
 - f) supply all estimates information and assistance as may be required by **us**

2. **We** shall be entitled to take and keep possession of the **insured vehicle** and to deal with the salvage in a reasonable manner

3. **You** must not

- a) admit liability or promise payment
- b) negotiate or repudiate any claim without **our** written consent
- c) abandon any property to **us**

C) Exercising rights on your behalf

If **you** make a claim **you** must be prepared to take any steps **we** ask **you** to take to protect **your** rights or the rights of other persons covered by **your policy** **You** must be prepared to allow **us** to act in **your** name and take any steps **we** feel are necessary to protect **your** rights

This may mean that **we** settle or defend the claim in **your** name If this happens **we** will pay any costs and expenses involved

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

D) Fraudulent or exaggerated claims

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

If **you** or anyone acting for **you**:

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

We will:

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

We may also inform the police of the circumstances.

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

E) Changes in risk

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

- a) to the **business**
- b) to the **business premises**
- c) in the person, firm, company or organisation shown in **your schedule** as the **insured**
- d) to the information **you** provided to **us** previously or any new information that increases the risk of injury, loss, damage or liability as insured under any section of **your policy**.

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

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

F) Reasonable precautions

You and any other **driver** must take all reasonable precautions to prevent injury loss or damage and maintain the **insured vehicle** in a safe and roadworthy condition

We will have free access to examine the **insured vehicle** at all reasonable times

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

G) Cancelling your policy

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

c) We can cancel your policy

- a. at any time by giving 14 days written notice to **your** last known address
- b. immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund the remaining part of the premium paid, proportionate to the unexpired period of insurance following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

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

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

H) Consumer credit termination

If **you** pay the premium for **your policy** by instalments **we** may cancel **your policy** if **you** do not pay any monthly instalment when it is due **We** will keep any instalments taken before the cancellation notice for the instalment agreement and any refund of premium will be for collections taken between the time of the notice and cancellation However **we** will send a letter to **you** at **your** last known address and give **you** the opportunity to pay the premium within 14 days

If **your policy** is cancelled and during the current **period of insurance**

- a) a claim has been made under the **policy** for which **we** have made a payment and or
- b) a claim has been made under the **policy** which is still under consideration and or
- c) an incident has happened which is likely to lead to a claim but is yet to be reported to **us**

the annual premium remains due in full and **you** must pay **us** the balance of **your** premium due until the next renewal date

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf

I) Other insurance

Where a claim is covered under **your policy** and this claim is also covered by any other insurance **we** will only pay **our** reasonable share of the claim

J) Our right to reclaim payment

We may claim back from **you** any payment which **we** make under **your policy**

- a) solely because of the requirements of any law and
- b) which **we** would not have paid under the terms of **your policy** if that law had not existed

K) Motor insurance database

Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC).

This may be consulted by

- a) the Police for establishing whether a driver's use of the **insured vehicle** is likely to be covered by a motor insurance policy and for preventing and/or detecting crime
- b) other UK insurers, the Motor Insurer's Bureau and MIIC to ascertain relevant **policy** information if **you** have been involved in an accident in the UK or abroad
- c) the Driver and Vehicle Licensing Agency (DVLA) and Driver and Vehicle Licensing Northern Ireland (DVLNI) for the purposes of Electronic Vehicle Licensing
- d) people pursuing a claim for a motor traffic accident (including citizens of other countries).

You should show this notice to anyone insured to drive the **insured vehicle** under this **policy**.

You can find out more about the Motor Insurance Database and its use by contacting **us** or at www.miic.org.uk

You must promptly supply details of all licenced **insured vehicles** or trade plates to be insured on **your policy** and advise **us** when any licenced **insured vehicles** are sold or disposed of to meet **your** legal obligation as required by the relevant law applicable in Great Britain and Northern Ireland for entry on to the Motor Insurance Database. Failure to meet this obligation could mean that **you** are liable for a fine of up to £5,000 for failing to comply with the Road Traffic Act obligation.

L) Fair presentation of risk

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal.

If **you** do not comply with this condition then

- a) If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
 - i) reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii) treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- d) Where **we** elect to apply one of the above then
 - i) if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
 - ii) **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal

- iii) **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

M) Dispute resolution

You and **we** will attempt in good faith to resolve any disputes or claim arising out of or relating to this **policy** promptly by negotiations

If the matter is not resolved through negotiations **you** and **we** will attempt in good faith to resolve the dispute through mediation

Using this dispute procedure does not prevent **you** from referring the matter to the Financial Ombudsman or the right to appeal against any decision in a **court** of law

N) Application of limits

The maximum amount **we** will pay irrespective of the number of parties insured by this **policy** having a claim under this **policy** shall not exceed in whole any stated **limits of indemnity**

For the purposes of the **limits of indemnity** all parties included in the definition of the **policyholder** and insured under **your policy** will be treated as one **policyholder** and there will be only one contract of insurance between the **policyholder** and **us**

O) Licence checking

You must check the driving licence of every **driver** who will drive the **insured vehicle** and **you** must inform **us** of

- a) any convictions noted on the licence
- b) any provisional licence
- c) any licence issued outside the UK

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

P) Financial or trade sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions.

It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory

Policy Exclusions - applicable to all sections of your policy

Your policy is subject to exclusions and these tell **you** what is not covered.

The **policy** exclusions are set out below and apply throughout **your policy** unless otherwise stated.

Where exclusions apply to one specific section of **your policy** they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by **endorsement** and if so they will be stated in **your schedule**.

What is not covered

Exclusion 1 – Use and driving

We will not cover any claim if the **insured vehicle** is being

- a) used with **your** permission but is being driven or used for a purpose which is not included on **your certificate of motor insurance**
- b) driven by **you** unless **you** hold a licence to drive the **insured vehicle** and **you** are not disqualified from holding or obtaining a licence
- c) driven with **your** permission by any person who is not permitted to drive on **your certificate of motor insurance**
- d) driven by any person who **you** know does not hold a licence to drive the **insured vehicle** and is not disqualified from holding or obtaining a licence
- e) driven by any person who does not meet the conditions of their licence except where it is necessary to meet the requirements of any road traffic legislation
- f) driven by or in the charge of any person (including **you**) who **you** know is a provisional licence holder and who is not accompanied by a person aged 21 years or over and held a full and valid licence for at least three years except where it is necessary to meet the requirements of any road traffic legislation

Exclusion 2 – Liability which results from an agreement

We will not cover any liability which results only from an agreement **you** have made **We** will not provide indemnity in respect of liquidated damages fines or penalties

Exclusion 3 – Radioactive contamination

Loss or destruction of or damage to any property or motor vehicle or any loss or expense resulting or arising therefrom or any other loss or any legal liability directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exclusion 4 – War

We will not cover any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except where it is necessary to meet the requirements of any road traffic legislation

Exclusion 5 – Riot or civil commotion

We will not cover any consequence of riot or civil commotion occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands

We will not apply this exclusion to Section 2 – Liability to third parties

Exclusion 6 – Pollution

We do not cover death of or bodily injury to any person or loss of or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**

For the purposes of this exclusion pollution or contamination shall mean actual alleged or threatened release discharge escape or dispersal of any solid liquid gaseous or thermal irritation contaminant including smoke vapour soot fumes acids alkalis chemical or waste (including materials to be recycled reconditioned or reclaimed)

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of any road traffic legislation

Exclusion 7 – Motor Sports

We will not cover any loss destruction damage injury or liability arising from participation in or practising motor sports determined by time or speed taking place at any part of any premises where such motor sports or practice for them is taking place and which only competitors members of their support team organisers marshalls and other authorised people are allowed access

Exclusion 8 – Confiscation

We do not cover any loss or damage arising from confiscation seizure destruction requisition or nationalization by order of any government public municipal local or customs authority

How to make a claim

To make a claim phone:

0345 828 2823

Please have **your policy** number to hand when calling.

See **Conditions applicable to all sections of your policy** for full information.

Complaints procedure

What to do if you have a complaint

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

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

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

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy** please contact the department dealing with **your** claim at AXA Insurance. If **your** complaint relates to anything else please contact Aston Lark Limited at the following address;

Compliance Officer
Aston Lark Limited
Ibex House
42-47 Minorities
London
EC3N 1DY

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

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

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

Beyond AXA

If you are unhappy with the way we have dealt with your complaint you may be able to refer to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Phone No: 00353 1 662 08 99. Fax: 00353 1 6620890.

Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Our promise to You:

We will

- Acknowledge written complaints promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of progress of your complaint
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from complaints to continuously improve our service

Telephone call may be monitored or recorded.

Your policy is administered by Road Runner, a trading name of Aston Lark Limited.

AXA Insurance dac
Registered in Ireland number 136155
Registered Office: Wolfe Tone House, Wolfe
Tone Street, Dublin 1

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A member of the AXA Group of Companies

AXA Insurance dac is regulated by the
Central Bank of Ireland

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www.roadrunnerinsurance.co.uk

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