

Welcome to Lloyds Bank Van Insurance

Gold Policy Wording



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Your policy wording

What is this document?

This document gives **you** details of what **your policy** covers, so please read over it, along with **your policy schedule** and **motor certificate**. These documents together form part of **your** contract of insurance.

If **you** spot something that's wrong, **you** can update it in **your account**.

Please make sure to keep **your** details up to date, as **your** cover can be affected if not – e.g., **we** may not pay for all or part of **your** claim.

You should also show **your policy** to anyone else who is covered under it and make sure that they're aware of its terms and conditions.

You'll notice that certain words are highlighted in bold throughout this document – these words have specific meanings, and **you** can find more information in the 'Definitions' section.

Managing your policy

Before **we** get started, here's some useful web addresses **you'll** need:

Our Help Hub – help.lloyds.insuremotor.co.uk/help

Your account – lloyds.insuremotor.co.uk/account

You can find everything **you** need in **your account**.

In **your account** **you** can:

- ✓ Get access to **your** important **policy** documents.
- ✓ Make changes to **your policy** with no online admin fees.
- ✓ Check **your policy** information.
- ✓ Make a claim via **our** claim portal.

You can call **us**, as **we** understand **you** may need to talk to **us** sometimes. Just to let **you** know, admin fees may apply for **policy** changes or cancellations **we** make on **your** behalf. (See General condition 15 for more information.)

When contacting **us**, **we** can only speak with the policyholder or someone acting on their behalf (if permission has already been left for them to speak with **us**).

To protect **your** information, **we'll** ask some security questions when **we're** contacted about the **policy**.

If **you** need to cancel the **policy**, **you** can do this in **your account** in most cases. There may be times when **we** may need to speak with **you** to cancel the **policy**.

To protect **you**, **we** are unable to deal with anyone else cancelling the **policy** on **your** behalf. **We** may monitor or record telephone calls to improve **our** service and to prevent fraud.

Your policy wording continued

Need to make a claim?

Hopefully, **you'll** never need to claim but if **you** do, **we'll** be there to help **you** every step of the way.

You can make a claim in **our** claim portal by logging into **your account** at lloyds.insuremotor.co.uk/account

We also have a 24/7 emergency service which will help to recover **your van** if it's undriveable after an accident – if **you** need this, head to the link above and **we'll** get **you** sorted. If **you** need phone support, **you** can also call **us**.

Call to make a claim

Claims in the UK – 0333 240 8089

Claims outside the UK – +44 (0)161 9385 889

For emergency support or to report a new claim, service is available 24 hours a day, every day.

To discuss a claim that **you** have already made, **our** claim team are available Monday to Friday 9am to 5pm. Closed Saturdays and Sundays. Bank holiday opening times may vary.

Windscreen claims – 0333 241 2373

Lines are open 24 hours a day 7 days a week.

Who can claim?

The policyholder, any **named drivers**, or any passengers in **your van**. If **you** need to call **us** about **your** claim, **we** can only speak with the policyholder or **named driver**. Passengers and other people will need the policyholder to provide permission for someone else to call on their behalf.

Claiming for accidents

- Once **you've** checked everyone is okay, get as many details of the incident as **you can** – things like the details of the other vehicle(s) involved, the other drivers, photos of damage and details of any witnesses can really help.
- Make **your** claim as soon as **you** can after the accident – it takes just a few minutes.
- **We'll** give **you** updates on **your** claim whenever there's new information to share, and if someone contacts **you** about **your** claim, pass them on to **us** so **we** can look after everything for **you**.

Claiming for theft

Contact the police as soon as **you** can to log the theft and get a crime reference number.

Useful telephone numbers

Need help?

Help team – 0330 024 6403 – Lines are open Monday to Friday 8am to 8pm. Saturday 9am to 5pm. Closed Sundays. Bank holiday opening times may vary.

Need to make a claim?

Claims team – 0333 240 8089 (whilst in the **UK**) or **+44 (0)161 9385 889** (claims outside the **UK**)

For emergency support or to report a new claim, service is available 24 hours a day every day.

To discuss a claim that **you** have already made, **our** claims team are available Monday to Friday 9am to 5pm. Closed Saturdays and Sundays. Bank holiday opening times may vary.

Additional claims phone numbers:

Glass team – 0333 241 2373 – Lines are open 24 hours a day, 7 days a week.

Breakdown team – 0333 241 2367 – Lines are open 24 hours a day, 7 days a week, or **you** can report it at www.axarescue.co.uk

Legal cover claims – 0333 240 8089 for Uninsured loss recovery or **0370 241 4140** for Motor prosecution defence.

For emergency support or to report a new claim, service is available 24 hours a day every day.

Need to make a complaint?

General policy complaint – 0330 024 6403 – Lines are open Monday to Friday 8am to 8pm. Saturday 9am to 5pm. Closed Sundays. Bank holiday opening times may vary.

Claims complaint – 0333 240 8089 – Lines are open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

Legal cover complaint – 0345 0700 886 – Lines are open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

Breakdown complaint – 01737 815 215 – Lines are open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

What to do if you're still not satisfied?

Contact the **Financial Ombudsman Service – 0300 123 9123** or **0800 023 4567** – Lines are open Monday to Friday 8am to 5pm.

Our definitions

These definitions apply throughout **your policy**.

Where **we** explain what a word means, that word will be in bold print and will have the same meaning wherever it is used in the **policy**. This includes where **we** use contractions (shortened forms of word groups) for these definitions, e.g., ‘**we’ll**’ instead of ‘**we will**’ or ‘**you’re**’ instead of ‘**you are**.’

Wording in this document	What it means
Accessories	Parts or products specifically designed to be fitted to your van , like spare parts, but excluding audio equipment and child car seats. If your van is an electric van , we’ll also cover the charging cable, although you’ll have to pay the policy excess if you make a claim.
Audio equipment	Permanently fitted audio, telephone (including hands-free), in-van entertainment and/or satellite navigation systems up to the limits shown in the schedule .
Cyber act/ Cyber incident	<p>A cyber act is a malicious or criminal act, or a series of malicious or criminal acts, involving unauthorised access to, processing of, use of or operation of any computer system. This also involves the threat or hoax of any malicious or criminal act and applies regardless of time or place.</p> <p>A cyber incident is:</p> <ul style="list-style-type: none"> ▪ a failure or unavailability of any computer system, this includes partial and series of failures and unavailability; or ▪ an error or series of errors in the use of any computer system. <p>A computer system means computer hardware, software, communications system, electronic devices forming part of your van. This includes smart phones, laptops, tablets, wearable devices and any data storage device networking equipment or backup facility.</p>
Excesses	The amount you must pay towards any claim even if the incident is not your fault. Excesses apply under the damage, fire and theft, windscreen and driving abroad sections of this policy . Excess amounts are shown in your schedule .

Our definitions continued

Wording in this document	What it means
Hazardous/ Dangerous goods	<p>Any material which is included within:</p> <ul style="list-style-type: none"> the Road Traffic (Carriage of Dangerous Substances in Road Tankers and Tank Containers) Regulations 1992 or subsequent legislation; or the Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996 or subsequent legislation; or the Carriage of Explosives by Road Regulations 1996 or subsequent legislation; or the list of substances that are hazardous to health published by the Health and Safety Executive or its successor where your van is required to display hazard warning (Hazchem or ADR) panels or Tremcards while the materials are being carried.
Market value	<p>The cost of replacing your van with another of the same make and model and of a similar age, mileage, and condition at the time of the accident or loss. The market value may also be affected by other factors such as a valid MOT, how you purchased your van and whether it has been previously declared a total loss.</p>
Brand Name	Lloyds Bank Van Insurance
Your account	Your own secure online area, hosted by us , where you can access your policy details.
Motor certificate	<p>The document which provides evidence that you have taken out insurance as required by law. Your motor certificate shows who is entitled to drive your van and the classes of use permitted.</p>
Misfuelling	Accidental filling of the fuel tank with inappropriate fuel for your van .
Named driver	A person who is named on the motor certificate as entitled to drive.
Period of insurance	<p>The period from the start date to the end date of your current policy. This is shown on your schedule and motor certificate.</p>

Our definitions continued

Wording in this document	What it means
Policy	This policy wording for your van insurance together with your schedule and motor certificate . These documents together comprise your contract of insurance.
Recycled parts	Parts that are recycled from other vans, including parts denoted by the motor trade industry as 'green'.
Schedule	The document which identifies the policyholder and sets out details of your policy cover, including the applicable excesses and any optional sections you have selected.
Trailer	Any form of trailer , caravan or car which is towed by a van insured under this policy . Any trailer towed by your van must be kept roadworthy and must comply with the law in any country where you are towing.
United Kingdom (UK)	England, Scotland, Wales, and Northern Ireland.
We/Us/Our	<p>AXA Insurance UK plc who underwrite all sections of the policy except for breakdown and legal cover.</p> <p>Breakdown cover is underwritten by Inter Partner Assistance S.A. who are fully owned by and are part of the worldwide AXA Group.</p> <p>Legal cover is underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.</p>
You/Your	The person, firm, company or organisation shown in your schedule or motor certificate as the insured.
Your van	The van insured under this policy as identified by its registration mark in your current motor certificate and schedule . This includes any van provided under the damage, fire and theft or courtesy van upgrade sections of the policy .

Your policy benefits

All included as standard:

Courtesy van

When **you** make a claim, **we'll** give **you** a courtesy van to use.

You'll have it for as long as **your van** is being repaired after an accident, when **you** use **our** approved repairers.

The courtesy van might not be the same as **your van**, but it will help **you** get around.

If **your van** is stolen and not recovered or written off, **you** won't get a courtesy van unless **you've** brought the courtesy van upgrade (Section I of this wording).

You can find more details in the courtesy van section or the courtesy van upgrade section.

Personal accident cover

Up to £5,000 for accidental death or serious injury to **you** or anyone travelling in **your van**.

See more information in the personal accident section.

Medical expenses

£250 to help cover the medical expenses of anyone who is travelling in **your van**, who is injured because of an accident.

Windscreen and glass cover

We'll repair or replace broken glass in **your van's** windscreen or windows.

See more information in the windscreen and glass damage section.

Emergency 24-hour helpline

Help 24/7 when **you** need to let **us** know about a new claim, or if **you** need emergency recovery after an accident due to **your van** being undriveable.

Van rescue cover

If **you've** been involved in an accident in the **UK**, **we'll** recover **your van** if it isn't drivable, or if the policyholder/**named driver** can't drive due to being injured. **We'll** transport **you**, **your** passengers and pets to a safe place.

If **we** can't do this, **we'll** cover up to £100 for transport costs so **you**, **your** passengers and pets can get to a safe place. Please keep any receipts for this, as **you'll** need them when claiming.

Your policy benefits continued

Misfuelling

We'll cover **you** if **you** accidentally fill **your van** with the wrong fuel.

See more information in the damage, including misfuelling section.

New van cover

We'll replace **your van** with a new one of the same make, model, and specification if **your van**:

- has a gross weight of 3.5 tonnes or less;
- was first registered less than 6 months ago;
- was brought new in the **UK**; and
- has been stolen and not recovered, or damaged to the point that repairs would cost more than 60% of the cost of buying an identical van. We'll calculate this cost based on the manufacturer's **UK** list price (including taxes and **accessories**) at the time of the loss or damage.

If a suitable replacement isn't available or **your van** wasn't supplied as new in the **UK**, we will offer **you** a similar **van** (of the same list price). If a similar **van** cannot be offered the most we will pay is the **market value** of **your van** at the time of the loss or damage.

We'll only replace **your van** if:

- **your excess** has been paid;
- a replacement van is available in the **UK**;
- the original purchase invoice is available;
- **you** brought **your van** outright or it's been hired to **you** under a hire purchase, personal contract purchase or leasing agreement, and anyone with a financial interest in **your van** agrees to the replacement; and
- **you're** the first registered keeper of the **van**, or the second registered keeper if **your van** was pre-registered in the name of the manufacturer or dealer and had a mileage of less than 250 miles when it was purchased.

If we settle a claim like this, the lost or damaged van becomes **our** property. **You'll** need to send **us** the registration document for **your van**.

Please note: Vans sold as 'ex demonstrators' and 'nearly new' don't qualify for replacement under this section.

Redelivery costs

If we've recovered **your van** after an accident, we'll deliver it back to **you** for free once it's been repaired.

Your policy benefits continued

Repair guarantee

If **you** make a claim and use **our** approved repairer, **our** repairs are guaranteed for as long as **you** own the van.

Key cover

Up to £2,500 for when **your van** keys, key fob or entry card or any other device designed and made by the manufacturer to access and start **your van**, are damaged, lost or stolen.

See **our** key cover section for more information.

Personal belongings

Up to £300 for personal belongings, such as clothing and mobile phones if they are damaged in an accident covered by this **policy**.

See more information in **our** personal belonging section.

Overnight accommodation and onward travel

Up to £500 to help cover **your** cost if **you** can't drive **your van** due to damage, or if it has been stolen.

See more information in the overnight accommodation and onward travel section.

Driving abroad cover

Up to 90 days of cover for **you** to drive **your van** in over 35 countries.

See more information in **our** driving abroad section.

Our optional extras

Courtesy Van Upgrade	<p>We'll give you a courtesy van for 21 days if your van is stolen and not recovered or written off.</p> <p>See our courtesy van upgrade section for more information.</p>
Breakdown Cover	<p>We've got you covered with our three different levels of breakdown cover.</p> <p>For the basics, we have Roadside and, if you want the total package, there's Rescue and Homestart.</p> <p>See our breakdown section for more information.</p>
Legal Cover	<p>We're there to help with up to £100,000 in legal fees so you can claim back uninsured losses, like the excesses you've paid, loss of earnings or compensation if injured where a claim is accepted.</p> <p>See our legal cover section for more information.</p>
Protected No Claims Discount (NCD)	<p>You can have one claim in a policy year, or two claims in total in three consecutive policy years, without your No Claims Discount being affected.</p>

If **you** have chosen optional extras, cover will show in **your policy schedule**.

Section A

Damage including misfuelling

We'll pay for loss or damage to:

- ✓ **your van.**
- ✓ **accessories**, while in or on **your van**.
- ✓ **audio equipment** permanently fitted to **your van** at the time of its manufacture.

We may choose to replace them, repair them, or pay **you** the amount that's equal to the loss or damage.

If **you** or a **named driver** accidentally fill **your van** with the wrong fuel (**misfuelling**), please don't start the engine.

Call **us** on **0333 240 8089** as soon as possible. Lines are open 24 hours a day, 7 days a week.

If **you** accidentally put the wrong fuel in **your van** during the **period of insurance**, we'll pay for:

- drainage and flushing of the fuel tank on site. If drainage and flushing isn't possible on site, we'll recover **your van**, the driver and up to 5 passengers to the nearest repairer to do so.
- replenishing the fuel tank with 10 litres of the correct fuel.
- damage to **your van** caused solely and directly by **misfuelling**.

The **misfuelling excess** shown in **your schedule** will apply for drainage and flushing of the tank either on site or after recovery. If **your van** engine is damaged the total **excess** amount shown in **your schedule** will apply. Claims for **misfuelling** should be supported by original receipts and a report from the specialist who drained or recovered **your van**.

We won't cover:

- ✗ **Your policy excesses.**
- ✗ Loss or damage caused by rust, corrosion, wear and tear, or loss of **market value**.
- ✗ Loss of fuel.
- ✗ Any unnecessary repair or replacement which improves **your van** beyond its condition before the loss or damage.
- ✗ Loss or damage caused by water freezing in the cooling circulation system in **your van**.
- ✗ Loss or damage caused by any mechanical, electrical, computer breakdown, failure, or breakage.
- ✗ Damage to tyres caused by braking, punctures, cuts, or bursts.
- ✗ Any loss not directly related to the accident. This includes, but isn't limited to, not being able to use **your van**, travel expenses or loss of earnings.

Section A – Damage including misfuelling continued

- ✗ The extra cost of modifications (including any change to the fuel system) other than those supplied and fitted by the manufacturer, or their recommended garage at the time of original registration and/or any modification to accommodate a disability.
- ✗ The cost of replacing and/or repairing any paint protection films, sprays, sealants, ceramic coatings, or waxes applied to **your van** following loss or damage to **your van**, unless they were applied by the vehicle manufacturer at point of first registration.
- ✗ Any **misfuelling** claim resulting from foreign matter entering the fuel system, except for diesel or petrol.
- ✗ Claims for **misfuelling** outside the **UK**.
- ✗ Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.
- ✗ Any loss or damage if at the time of the incident **your van** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
- ✗ Loss or damage to **your van** as a result of someone acquiring it by fraud or deception, for example, while pretending to be a buyer.
- ✗ More than £500 for loss or damage to **audio equipment** unless it is fitted by the manufacturer of **your van** or their approved dealer.
- ✗ Any loss of or damage to or caused by a charging installation or charge point installed at **your** home to charge an electric vehicle.
- ✗ Any loss or damage due to theft unless it has been reported to the police and a crime reference number obtained.
- ✗ Any loss, damage, or costs from returning **your van** to its legal owner.
- ✗ Any loss or damage to child car seats.
- ✗ Any loss or damage to any tools, goods or materials carried in **your van** in connection with **your** trade or business.
- ✗ Any loss or damage caused by:
 - loss of data including restoration and duplication costs and loss of value of data.
 - reduction in performance of **your van**.
 - loss of use or breakdown of computer systems on **your van**.
 - corruption or unauthorised access to data following a **cyber incident** or **cyber act**.

Data means information, facts, concepts, code, or any other information recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

Section A – Damage including misfuelling continued

Extra information

- **Market value** – we won't pay more than the **market value** of **your van**.
- **Storage** – we can also arrange for **your van** to be moved to a safe storage facility, free of charge until it's repaired, sold, or scrapped.
- **Salvage** – if **your van** isn't repairable, the salvage of **your van** will become **our** property once **your** claim is settled.
- **Approved repairers** – if the damage to **your van** can be repaired, **we'll** use one of **our** approved repairers to fix it. All repairs are guaranteed for as long as **you** own the van when **you** use **our** approved repairers. **You** can choose **your** own repairer if **you** prefer, although **you'd** pay an additional £200 non-approved repairer **excess**, and **we** won't pay more than **our** approved repairers would have charged **us**.
- **Parts** – we may also choose to repair **your van** with **recycled parts** – these parts may not have been made by **your van's** manufacturer, although they will be a similar standard.
- **Guaranteed repairs** – all repairs are guaranteed for as long as **you** own the van when **you** use **our** approved repairers.
- **Private registration plates** – if **your van** is written off and **you** have a private registration plate, **we'll** give **you** up to 30 days from the date it's declared a total loss to transfer it on to a DVLA Retention Certificate in **your** name. If **you** don't let **us** know that **you** want to keep the plate, **we'll** dispose of it with **your van**.
- **Finance or hire purchase agreements** – if **you** bought **your van** under a finance agreement, any money owed to the finance company will be paid directly to them first. At the end of the agreement, if **you** have the option of becoming the full owner and the vehicle value is more than what **you** owe the finance company, **we'll** pay any money left over to **you**. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the balance. If **you're** leasing **your van**, and/or don't have the option to become the full owner at the end of the agreement, settlement will be agreed with the legal owners of the van. **We'll** pay the lease or contract hire company either the **market value** of the vehicle, or the amount needed to settle the agreement, whichever is less. **We'll** take off **your policy excess** before **we** make any payments.

Section B

Fire and theft

We'll pay for loss or damage due to theft, attempted theft, fire, lightning, or explosion to:

- ✓ **your van.**
- ✓ **accessories**, while in or on **your van**.
- ✓ **audio equipment** permanently fitted to **your van** at the time of its manufacture.

We may choose to replace them, repair them, or pay **you** the amount that's equal to the loss or damage.

We won't cover:

- ✗ **Your policy excesses.**
- ✗ Loss or damage caused by theft or attempted theft if **your van** was not switched off, properly locked, or if any opening on **your van** was left open or unlocked.
- ✗ Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) to **your van** are left unsecured, unattended or are left in or on **your van** whilst it is unattended.
- ✗ Loss or damage to **your van** as a result of someone acquiring it by fraud or deception, for example, while pretending to be a buyer.
- ✗ Loss or damage if any security or tracking device, which either **we've** asked **you** to fit or **you've** told **us** is fitted, hasn't been set, isn't in full working order or, the tracking device maintenance subscription hasn't been renewed.
- ✗ Any loss or damage due to theft unless it's been reported to the police, and **you** have a crime reference number.
- ✗ Loss or damage if **we've** asked **you** to fit and maintain a tracking system to **your van** and the device fitted is not to Thatcham Quality Assurance standard.
- ✗ Loss of fuel.
- ✗ Any unnecessary repair or replacement which improves **your van** beyond its condition before the loss or damage.
- ✗ Any loss, damage, or costs from returning **your van** to its legal owner, or from its repossession or seizure by any person or company that has a financial interest in **your van**.
- ✗ The extra cost of modifications (including any change to the fuel system) other than those supplied and fitted by the manufacturer or their recommended garage at the time of original registration and/or any modification to accommodate a disability.
- ✗ The cost of replacing and/or repairing any paint protection films, sprays, sealants, ceramic coatings, or waxes applied to **your van** following loss or damage to **your van**, unless they were applied by the vehicle manufacturer at point of first registration.
- ✗ Loss or damage caused by any mechanical, electrical, computer breakdown, failure, or breakage.

Section B – Fire and theft continued

- ✗ Any loss or damage to child car seats.
- ✗ Any loss or damage to any tools, goods or materials carried in **your van** in connection with **your** trade or business.
- ✗ Any loss or damage if at the time of the incident **your van** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
- ✗ Any loss not directly related to the theft or fire – this includes, but isn't limited to, being able to use **your van**, travel expenses or loss of earnings.
- ✗ More than £500 for loss or damage to **audio equipment** unless it is fitted by the manufacturer of **your van** or their approved dealer.
- ✗ Any costs due to loss or damage to keys (or keyless entry system) other than by theft, fire, lightning, or explosion.
- ✗ Any loss of or damage to or caused by a charging installation or charge point installed at **your** home to charge an electric vehicle.
- ✗ Any loss or damage caused by:
 - loss of data including restoration and duplication costs and loss of value of data.
 - reduction in performance of **your van**.
 - loss of use or breakdown of computer systems on **your van**.
 - corruption or unauthorised access to data following a **cyber incident** or **cyber act**.

Data means information, facts, concepts, code, or any other information recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

Extra information

- **Market value** – we won't pay more than the **market value** of **your van**.
- **Storage** – we can also arrange for **your van** to be moved to a safe storage facility, free of charge until it's repaired, sold, or scrapped.
- **Salvage** – if **your van** isn't repairable, the salvage of **your van** will become **our** property once **your** claim is settled.
- **Approved repairers** – if the damage to **your van** can be repaired, we'll use one of **our** approved repairers to fix it. All repairs are guaranteed for as long as **you** own the van when **you** use **our** approved repairers. **You** can choose **your** own repairer if **you** prefer, although **you'd** pay an additional £200 non-approved repairer **excess**, and **we** won't pay more than **our** approved repairers would have charged **us**.
- **Parts** – we may also choose to repair **your van** with **recycled parts** – these parts may not have been made by **your van's** manufacturer, although they will be a similar standard.

Section B – Fire and theft continued

- **Guaranteed repairs** –all repairs are guaranteed for as long as **you** own the van when **you** use **our** approved repairers.
- **Private registration plates** – if **your van** is written off and **you** have a private registration plate, **we'll** give **you** up to 30 days from the date it's declared a total loss to transfer it on to a DVLA Retention Certificate in **your** name. If **you** don't let **us** know that **you** want to keep the plate, **we'll** dispose of it with **your van**.
- **Finance or hire purchase agreements** – if **you** bought **your van** under a finance agreement, any money owed to the finance company will be paid directly to them first. At the end of the agreement, if **you** have the option of becoming the full owner and the vehicle value is more than what **you** owe the finance company, **we'll** pay any money left over to **you**. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the balance. If **you're** leasing **your van**, and/or don't have the option to become the full owner at the end of the agreement, settlement will be agreed with the legal owners of the van. **We'll** pay the lease or contract hire company either the **market value** of the vehicle, or the amount needed to settle the agreement, whichever is less. **We'll** take off **your policy excess** before **we** make any payments.

Section C

Other people's vehicles and their property

We'll cover **you** if **you're** in an accident that causes **you** to be legally liable to pay for:

- ✓ death or injury to someone else.
- ✓ damage to another person's property (such as a wall or another person's vehicle).

The limit is £5,000,000 for any one claim or a series of claims from one cause.

Cover is for **you** whilst **you're** using **your van** (including a trailer that **your van** is towing while the trailer is attached) and while **you** are charging **your electric van** on a road or other public place. **You** must take reasonable care to prevent any accidents or injuries. Cover is also for any **named drivers** driving the **van** with **your** permission, as long as they have a valid licence and are shown on **your motor certificate**.

We'll also cover:

- The legal personal representatives of anyone covered under this **policy** in the event of that person's death – this means that **we'd** cover the executor or next of kin if legal action was taken against them after the death of the policyholder or **named driver**.
- Any passenger travelling in, or getting into, or out of **your van** e.g., opening **your van** door and injuring a cyclist.
- Any emergency medical treatment as required under the Road Traffic Act following an accident involving **your van**. This won't affect **your** No Claims Discount if this is the only payment **we** make, and it relates to things like NHS treatment at the roadside or ambulance charges at the scene.
- Any person using but not driving **your van** with **your** permission for social, domestic and pleasure purposes e.g., if they're cleaning **your van** or carrying out maintenance work and they're not doing this as part of their employment.
- The employer or business partner of anyone covered under this section of **your policy**, if **you** have use for business cover on **your motor certificate**.

Corporate manslaughter and corporate homicide

We'll cover:

- **your** legal costs and expenses for defending cases, including appeals.
- costs of prosecution that **you** have to pay from any health and safety investigation or criminal case for any breach of the:
 - Health and Safety at Work etc Act 1974.
 - Health and Safety at Work (Northern Ireland) Order 1978.
 - Corporate Manslaughter and Corporate Homicide Act 2007.

Section C – **Other people's vehicles and their property continued**

We'll won't be liable:

- ✗ For more than £5,000,000 in total for any one claim or a series of claims from one cause.
- ✗ Unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance in **United Kingdom**, Channel Islands, or the Isle of Man and in connection with the business.
- ✗ Unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use of any motor vehicle or trailer in situations where compulsory insurance or security is required by the Road Traffic Acts.
- ✗ In respect of proceedings which result from any deliberate act or omission by **you**.
- ✗ Where cover is provided by another insurance policy.
- ✗ For any appeal against any fines, penalty remedial order or publicity order.
- ✗ For any fines or penalties or the cost of carrying out any remedial order or publicity order.
- ✗ For costs due to failing to comply with any remedial order or publicity order.
- ✗ For costs and expenses covered by another policy.
- ✗ For fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless **we** agree first.

Cost and expenses

We'll pay (at our discretion):

- solicitors' fees to represent anyone insured under this section at a Coroner's Inquest or Fatal Accident Inquiry.
- for the defence in any Court of Summary Jurisdiction.
- the cost of legal services to defend a charge of manslaughter or causing death by reckless or dangerous driving.
- any emergency treatment fees **we** are required to pay by the Road Traffic Acts.
- any other legal fees, costs and expenses incurred to investigate or defend a claim against **you**, with **our** written consent.

We won't cover:

- ✗ For more than £5,000,000 in total for any one claim or a series of claims from one cause.
- ✗ Any accidents caused by someone **you've** allowed to drive if **you** know they don't have a valid licence.
- ✗ Any accidents caused when **you're** driving another vehicle which is not covered under this **policy**.

Section C – **Other people's vehicles and their property continued**

- ⊗ Legal costs or expenses incurred without **our** written consent, or any costs related to charges connected with speeding, driving under the influence of drugs/alcohol or parking offences.
- ⊗ Legal liability for anyone killed or injured while they're working with or for the **named driver** or policyholder, unless **we** must supply cover under the relevant Road Traffic Acts.
- ⊗ More than **our** legal liability under the relevant Road Traffic Acts if, at the time of the accident, the van **you** were driving is not specified in 'Section 1 – Registration mark of vehicle' of the **motor certificate**.
- ⊗ Any property owned/jointly owned by, or in the care of, anyone named on this **policy**.
- ⊗ Any claim for loss or damage to a van being driven by **you** that is not covered by this **policy**.
- ⊗ Any legal liability, loss or damage for any claim, if **your van** was towing a load over the legal limit at the time of the accident.
- ⊗ Any loss or damage to caravans, trailers or other vehicles whilst being towed by **your van**, including any contents in them.
- ⊗ Any damage to bridges, roads, or anything below caused by the shaking or weight of **your van** and its load if **your van** or trailer is heavier than allowed by law.
- ⊗ For death, injury, or damage:
 - related to property where **you** have done any work like making, building, changing, fixing, or treating, that is connected to using **your van**.
 - caused by using any mobile plant trailer as a work tool, other than where it is necessary to meet the requirements of the Road Traffic Acts.
 - resulting from the explosion of any pressurised container which is part of plant attached to **your van**, except so far as is necessary to satisfy the Road Traffic Acts.
 - of any person that happens while they are doing their job other than where it is necessary to meet the requirements of the Road Traffic Acts.

Section D

Windscreen and glass damage

We'll pay to repair or replace broken glass in **your van's** windscreen (including panoramic windscreens) or windows, including any scratched bodywork caused only and directly by broken glass from the windscreen or window.

We'll also pay to recalibrate any advanced driver assistance system equipment behind the windscreen of **your van** if needed, after replacement or repair of its windscreen.

We may choose to repair **your van** with parts that may not have been made by its manufacturer but are of a similar standard.

If **you** use **our** approved repairer, **you'll** pay £115 **excess** for a windscreen replacement and £25 **excess** for repair – **we'll** then cover the rest.

If **you** choose to use **your** own repairer, the most **we'll** pay is £100 for windscreen replacement and £50 for repair.

Your No Claims Discount won't be affected if **you** make a windscreen or glass claim.

We won't cover:

- ✗ The cost of any **excesses** **you** pay.
- ✗ Any other glass forming part of **your van** including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is separate to the windscreen glass. Damage to glass excluded under this section may be covered under other **policy** sections, such as 'Damage' or 'Fire & theft'. If **you** make a claim under those sections, **you'd** need to pay the **excess** shown in **your policy schedule** and the claim may affect **your** No Claims Discount.
- ✗ Loss of use or any other loss, damage or extra expense following on from **your** windscreen or glass claim unless **we** supply cover under this **policy**.
- ✗ The cost of any alternative transport.
- ✗ **We** won't supply a courtesy van for windscreen and/or glass claims.

Need to make a windscreen claim?

Glass claims – 0333 241 2373 – Open 24 hours, 7 days a week.

Section E

Personal accident

We'll pay you, or anyone else who's accidentally injured while travelling in or getting into or out of **your van**.

We'll pay if this injury alone results within 3 calendar months in:

- death;
- permanent and total loss of sight in one or both eyes; or
- loss of one or more limbs at or above the elbow or knee; or
- permanent and total loss of use of one or more limbs.

The most **we** will pay is up to £5,000 for death, loss of sight, loss of limbs or loss of use of limbs.

This is also the most **we'll pay** to anyone in any one **period of insurance**.

If the injured person has personal accident cover under any other motor insurance policy, they can only claim under one policy.

We won't cover:

- ✗ Any injury or death resulting from suicide, attempted suicide, or any deliberate self-inflicted injury.
- ✗ Any deliberate attempt to put lives in danger (unless to save a human life).
- ✗ Any injury that happens outside the **United Kingdom**.

Section F

Extra information on your policy benefits

Courtesy van

- If **your van** is repaired by one of **our** approved repairers, **we'll** lend **you** a courtesy van while **your van** is being repaired after an accident.
- The courtesy van supplied to **you** might not be the same size or fuel type as **your van**, but it will help **you** get around and stay mobile.
- Cover will automatically apply under **your motor certificate** while the van is on loan to **you**.

Extra information

- If a courtesy van can't be arranged, **we'll** repay **your** alternative travelling costs up to a maximum of £15 per day.
- If **your van** has been specially adapted for **you** or for a **named driver** with disabilities and **we** can't arrange a suitable van, **we'll** repay **your** alternative travelling costs up to a maximum of £15 per day.
- The maximum time **we'll** pay for alternative travelling costs is up to 14 consecutive days.

A courtesy van isn't available in the following circumstances:

- ⊗ For claims where an approved repairer isn't used.
- ⊗ For losses outside of the **UK**.
- ⊗ If **your van** has been stolen or written off (total loss).

Uninsured drivers

If **you** make a claim where the other driver involved is uninsured, **you** won't have to pay **your excess** or lose any part of **your** No Claims Discount as long as:

- **you're** able to give **us** the make, model and registration of the other vehicle involved; and
- **we** can confirm that **you** were not at fault in any way.

If **you** can give **us** extra details, such as more details of the other driver, or details of independent witnesses, this will really help.

When **you** first claim, **you** may have to pay **your excess** and **your** No Claims Discount may be affected. Once **we've** confirmed that **you're** not at fault and the other vehicle was uninsured, **we'll** refund **your excess** and restore **your** No Claims Discount.

Section F – Extra information on your policy benefits continued

Key cover

We'll cover:

- ✓ up to £2,500 if **your van** key or locks are damaged, lost or stolen due to fire, theft, attempted theft, or accident.

We may choose to replace them, repair them, or pay **you** the amount that's equal to the loss or damage.

We won't cover:

- ✗ **Your policy excesses.**
- ✗ Loss or damage caused by any mechanical, electrical, or computer breakdown, failure, or breakage.
- ✗ Any loss or damage if at the time of the incident **your van** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
- ✗ More than £2,500 in respect of loss of or damage to **your van** keys, key fobs, key cards, or replacement locks.
- ✗ Any loss not directly related to the theft or fire – this includes but isn't limited to being able to use **your van**, travel expenses or loss of earnings.
- ✗ Loss or damage caused by theft or attempted theft if the keys are left unattended.
- ✗ Rust, corrosion and/or wear and tear.

Our definition of a van key is:

Your van key, key fob, entry card or any other device designed and made by the manufacturer to access and start **your van**.

Personal belongings

If **you're** claiming under Section A (Damage including misfuelling) or Section B (Fire and theft) **we'll** cover up to £300 for loss or damage to clothing and personal belongings (including a dashcam that's fitted to **your van** and mobile phones) caused by an accident, fire, theft, or attempted theft, while they're in **your van**.

We won't cover:

- ✗ Loss of or damage to keys or keyless entry systems.
- ✗ Loss of or damage to any form of credit or debit card, money, stamps, tickets, securities, documents.
- ✗ Loss of or damage to audio systems, in van telephones, in van entertainment, satellite navigation systems.
- ✗ Loss of or damage for goods, tools or samples carried in connection with a trade or business.

Section F – Extra information on your policy benefits continued

- ✗ Loss of or damage to child car seats.
- ✗ We won't pay for theft or attempted theft unless the items were locked in the glovebox or boot and weren't visible to people outside **your van**.
- ✗ We won't pay for Personal belongings where no claim has been made under Section A (Damage including misfuelling) or Section B (Fire and theft) of **your policy**.

Overnight accommodation and onward travel

We'll pay:

- ✓ up to £500 towards the cost of overnight accommodation and/or onward travel if **your van** can't be driven because of damage, theft, loss of or damage to **your** keys or **misfuelling**.

The exclusions listed in Sections A and B also apply here.

Trailers

We'll cover:

- ✓ the minimum cover **you** need to comply with the Road Traffic Acts for any trailer while it is attached to **your van**.

We won't cover

- ✗ Loss or damage to any trailer.
- ✗ If **you** have exceeded the current DVLA requirements for towing trailers.
- ✗ If **your van** is towing any broken down vehicle for payment or reward.
- ✗ Loss of or damage to any property being carried in or on any trailer or broken down vehicle.
- ✗ For death, injury or damage caused by operating any mobile plant trailer as a tool of trade, other than where it is necessary to meet the requirements of the Road Traffic Acts.

Section G

Driving abroad cover

This **policy** provides the minimum cover **you** need by law to use **your van** in:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including San Marino and the Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands, The Isle of Man, and the **United Kingdom**.

This **policy** also provides the cover selected and which is shown in **your schedule** in the countries listed above for 90 days in any one **period of insurance**.

The relevant **excesses** and exclusions under Sections A to D also apply whilst **your van** is being used abroad.

Extra information

- Our courtesy van cover only applies in the **United Kingdom**, so we can't give **you** a courtesy van if **you're** in an accident elsewhere.
- Cover is also given for customs duty payable on **your van** resulting from loss or damage that's covered by this **policy**, and during transit by a recognised carrier between or within these countries.
- If asked, we'll give **you** an international motor insurance card (Green Card) – there's only a few countries **you** need this for, so check before **you** travel to save **you** carrying extra paperwork **you** don't need.

Section H

No Claims Discount (NCD)

We'll increase **your** No Claims Discount for every claim-free **period of insurance** you have with us.

If **you** make a claim and it's decided that **you** were to either fully or partly to blame, **your** No Claims Discount will be reduced as follows:

No Claims Discount at the start of your current period of insurance	Your No Claims Discount at renewal if you make		
	0 claims	1 claim	2 claims
0 year	1 year	0 year	0 year
1 year	2 years	0 year	0 year
2 years	3 years	0 year	0 year
3 years	4 years	1 year	0 year
4 years	5 years	2 years	0 year
5 years	6 years	3 years	1 year
6+ years	6+ years	4 years	2 years

Your No Claims Discount won't be reduced if:

- ✔ We've let **you** know that **your** claim isn't **your** fault.
- ✔ You've had a windscreen claim.

Your premium can be affected by factors other than **your** No Claims Discount – any change in the level of **your** No Claims Discount is no guarantee that **your** premium won't rise.

Your No Claims Discount isn't transferable to another person except in exceptional circumstances and with **our** written agreement.

Protected No Claims Discount

Protecting **your** No Claims Discount helps **you** keep **your** discount – even if **you** need to make a claim.

With this protection, **you** can make one claim in a year, or two claims over three years, without losing the discount **you've** worked hard to earn.

Extra information

If **you've** made two or more claims in any one **period of insurance**, at the next renewal **your** protection will end and **your** No Claims Discount will be reduced.

If **you've** made two claims within a three-year period, **you'll** no longer qualify for protection, so **we** won't give **you** the option to protect **your** No Claims Discount at renewal.

No Claims Discount (NCD) continued

If **we** find out about a claim or accident and **we've** sent **you** a renewal invitation, **we'll** update **your** renewal quote. If **you've** already had two claims within three consecutive years, **we'll** invite **you** to renew without protection, as **you** no longer qualify for it. A third claim means **your** No Claims Discount will be reduced.

For more info on how **your** No Claims Discount will be reduced, please take a look at the table above.

Your premium can be affected by factors other than **your** No Claims Discount. **Your** No Claims Discount isn't a guarantee that **your** premium won't rise.

The above only applies when **we** aren't able to reclaim **our** costs from another party.

You can have **your** windscreen repaired without worrying, as windscreen claims won't affect **your** No Claims Discount.

Optional extras

These optional extras (Sections I, J and K) only apply if **you've** agreed to pay any additional premium and the schedule states that this section is in force.

Section I Courtesy van upgrade

Our definitions in this section are:

Term	Our definition
Hire van	The optional temporary van we'll supply you for 21 days if your van is stolen and not recovered or is a total loss. The hire van won't always match your van on a like-for-like basis, but it will help you get around and stay mobile.
Hire van company	The company we instruct to provide you with a temporary hire van .

We'll cover:

If **your van** is stolen and not recovered or is a total loss and the event is covered by **your policy** under Section A (Damage to your van including misfuelling) or Section B (Fire and theft), then at **our** option, **we'll**:

- ✓ provide **you** with a **hire van** for 21 days from the date of the accident or theft or;
- ✓ if a **hire van** can't be arranged, **we'll** repay **your** alternative travel costs up to a maximum of £25 per day, for up to 21 consecutive days.

We'll also either:

- arrange for **you** to be collected and taken from **your** home address, or any other address within ten miles, and returned there after the period of hire, to the nearest **hire van company** location to take delivery of a **hire van**; or
- deliver to and collect from **your** home address, or any other address within ten miles.

Extra Information:

- The **hire van** will not be provided for more than 21 days.
- The **hire van** provided by **us** will be insured under **your policy** sections A to F and J, but only if **your schedule** shows that these sections apply to **your policy**.
- The **hire van** can only be used in the **UK**.
- The terms and conditions of this **policy** will normally apply to the use of the **hire van** as if it was **your van**.

Section I – **Courtesy van upgrade continued**

- Any claim occurring in the **hire van** will be made on **your policy** and may affect **your** No Claims Discount.
- If **your van** has been specially adapted for **you** or for a **named driver** with disabilities and **we** can't arrange a suitable van, **we'll** repay **your** alternative travel costs up to a maximum of £25 per day, for up to 21 consecutive days.

Section J

Legal cover

This policy is underwritten by Allianz Insurance plc. Registered in England number 84638 Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

This document provides details of **your policy** and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Important information for you:

- Cover only applies if **you** have agreed to pay any additional premium and the **schedule** states this section is in force.
- If **we** explain what a word means, that word has the same meaning wherever it appears in this policy.
- This policy wording forms **your** contract of insurance with **us**.
- **Your** motor legal cover policy master policy number is **37053**.

Need Help?

Legal helpline – 0370 241 4140

Lines are open 24 hours a day, 7 days a week for any personal related legal matter. The advice **you** get will always be according to the laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes. **You** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

Need to make a Legal cover claim?

Uninsured loss recovery – If **you** need to make a claim for Uninsured loss recovery (Section 1) please call AXA Insurance UK plc on **0333 240 8089**. Lines are open 24 hours a day every day.

If **your** claim is covered AXA Insurance UK plc will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

To discuss a claim that **you** have already made, **our** claim team is available Monday to Friday 9am to 5pm. Closed Saturdays and Sundays. Bank holiday opening times may vary.

Motor prosecution defence – If **you** need to make a claim for Motor prosecution defence (Section 2) please call the Legal helpline on **0370 241 4140**. **You** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **you** back.

Section J – Legal cover continued

Important information about making a claim

Appointing a solicitor

For all claims made under this legal cover policy, **you** must not appoint a solicitor or any other person or organisation to deal with **your** claim. **We** will appoint a **legal representative** in **your** name and on **your** behalf. If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative**. (See policy condition 6 of this policy for an explanation of when **you** can choose the **legal representative**).

Reasonable prospects of Success

At all times during **your legal action** **reasonable prospects of success** must exist for **us** to continue providing cover under this policy.

For **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified adviser or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist at any time during **your legal action** **we** will stop providing cover for **your** claim.

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with condition 1, bullet points 3 and 4 in the policy conditions section of this policy, **we** will not pay any costs incurred during **your** claim.

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing for any other reason, **we** will pay **costs** incurred up to the date that **we** stop providing cover.

If **you** do not agree with the opinion of the **legal representative** appointed by **us** and **you** obtain an opinion, at **your** own cost, from another legally qualified adviser or expert appropriate to **your legal action** and they support **your** view, then **we** will offer a review of the case. The opinion of **your** chosen adviser or expert must be based on the same information that **you** provided to **us**.

We will appoint a barrister or other legally qualified adviser or expert appropriate to **your legal action** to conduct the review of the **prospects of success** and **we** will abide by their decision. **We** will pay for the cost of this review, and should they decide in **your** favour **we** will also pay any cost that **you** incurred for **your** chosen adviser or expert's second opinion.

Section J – Legal cover continued

This review and any resulting decision will not affect **your** right to make a complaint. (See the How to make a complaint section of **your policy**).

Definitions

Our definitions in this section are:

Term	Our definition
Costs	<p>Where we have given our written agreement, we will pay the following on your behalf.</p> <ul style="list-style-type: none">▪ The professional fees and expenses reasonably and properly charged by the legal representative on the standard basis, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which you cannot recover from your opponent.▪ Your opponent's legal costs and expenses incurred in an uninsured loss recovery legal action which you are ordered to pay by a court or which you pay to your opponent with our written agreement. We will not pay for any opponent's legal costs or expenses you are ordered to pay should you be unsuccessful in a motor prosecution defence legal action. <p>We will only pay costs which are necessary and in proportion to the value of your claim. If we do not agree that the costs have been reasonably and properly incurred or are necessary and in proportion to the value of your claim, we will have those costs assessed in accordance with the policy conditions.</p> <p>We will only start to cover costs from the time we have accepted your claim in writing and appointed the legal representative.</p>
Damages	<p>Money that a court says your opponent must pay to you or money your opponent agrees to pay to you to settle your legal action.</p>
Insured vehicle	<p>Your van as described in your current certificate of motor insurance. The insured vehicle also includes any caravan or trailer attached to your van.</p>

Section J – Legal cover continued

Term	Our definition
Legal action	<ul style="list-style-type: none"> ▪ The pursuit of civil proceedings and appeals against judgment following a road accident. ▪ The defence of criminal proceedings and appeals against judgment brought against you in relation to the insured vehicle. ▪ The pursuit or defence and appeals against judgment in relation to a contractual dispute involving the insured vehicle.
Legal representative	The solicitor or other person appointed with our agreement to represent you on this policy.
Period of insurance	The period shown in your current certificate of motor insurance for your insured vehicle .
Reasonable prospects of success	<p>Where your legal action is a claim for uninsured loss recovery there are reasonable prospects of success if the legal representative advises that the legal action is more likely than not to be decided in your favour at trial, or other final hearing; and the damages claimed, and likely to be recovered, exceed the cost of pursuing the legal action.</p> <p>Where your legal action is a motor prosecution defence reasonable prospects of success exists if the legal representative advises that you are more likely than not to succeed in defending the prosecution at trial, or other final hearing; or you are more likely than not to succeed in achieving a significant mitigation of the sentence or fine where you intend to plead guilty to the offence, or are advised to do so by the legal representative.</p> <p>We explain in more detail how we will decide if your legal action has reasonable prospects of success under important information about making a claim section of this policy.</p>
Standard basis	The normal method used by the court to assess costs which the court decides are proportionate to your legal action and have been reasonably incurred by the legal representative and your opponent.

Section J – Legal cover continued

Term	Our definition
Territorial limit	The territorial limit for all sections is Great Britain, Northern Ireland, Channel Islands and the Isle of Man. For uninsured loss recovery, the territorial limit is extended to include any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.
We, Us, Our, Allianz	Allianz Legal Protection, a trading name of Allianz Insurance plc.
You, your	The person or organisation that has taken out this policy and, at the request of that person or organisation, any person authorised to drive or be a passenger in the insured vehicle .

Section 1 – Uninsured Loss Recovery

We will pay:

- ✓ Up to £100,000 for all claims arising out of the same accident involving **your insured vehicle**.

We will pay the **costs** incurred by the **legal representative** to take **legal action** against **your** opponent to recover **your damages** or any other uninsured losses arising from a road accident involving **your insured vehicle** (including damage caused by a collision with a pothole) that:

- **we** and the **legal representative** agree is not **your** fault; and
- was caused by **your** opponent; and causes:
 - **your** death or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or
 - damage to the **insured vehicle**; or
 - damage to property which **you** own or are legally responsible for and which is on or in the **insured vehicle**.
 - any other uninsured losses (including but not limited to alternative transportation costs that **you** have paid for, should **your** vehicle be unusable following the accident, loss of earnings because of the accident requiring **you** to take time off work or **your policy excess**).

The cover provided by this section also includes the **costs** of bringing a claim against the Motor Insurers Bureau where **your** opponent is unidentified or untraced.

Section J – Legal cover continued

We will provide this cover as long as:

- the accident happened within the **territorial limits** and during the **period of insurance**; and
- the **legal action** will be decided by a court within the **territorial limits**; and
- we have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your legal action**; and
- **reasonable prospects of success** exist.

We won't cover:

- ✗ Any claim arising out of a contract **you** have with another person or organisation, including but not limited to an agreement to defer the cost of hire car charges or repair costs, usually known as a credit hire or credit repair agreement.
- ✗ A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**:
- ✗ Any claim where **you** do not have a valid:
 - motor insurance policy that covers the **insured vehicle**; or
 - MOT certificate or taxation for the **insured vehicle** where either of these are required by law; or
 - driving licence.

Section 2 – Motor Prosecution Defence

We will pay:

- ✓ Up to £100,000 for all claims arising from the same criminal proceedings.

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the **insured vehicle**. The cover includes **costs** in respect of pleas in mitigation, provided that there is more than a 50% prospect that such a plea will materially affect the outcome. **You** must advise **us** of **your** summons no later than 7 days after receiving it.

We will also cover:

- the **costs** of **you** defending criminal proceedings and civil claims being brought against **you** arising from the illegal duplication or cloning of the **insured vehicle's** identity by a third party.

As long as:

- the event giving rise to the criminal proceedings:
 - arose out of the use of the **insured vehicle**,
 - happened within the **territorial limit**; and
 - happened during the **period of insurance**; and

Section J – Legal cover continued

- the criminal proceedings will be decided by a court within the **territorial limit**; and
- we have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

We won't cover:

- ✗ Parking offences for which **you** don't get points on **your** licence.
- ✗ Any criminal proceedings brought against **you**:
 - where **you** are alleged to be under the influence of alcohol or drugs; or
 - which relate to **your** deliberate criminal act or omission; or
 - which allege dishonesty or intentional violence.
- ✗ Driving without:
 - insurance that covers the **insured vehicle**; or
 - a road fund licence or MOT certificate for the **insured vehicle** where either of these are required by law; or
 - a valid driving licence.
- ✗ Any criminal proceedings against **you** that would be covered under **your** motor insurance policy for the **insured vehicle**.
- ✗ Any award of **costs** made against **you** by a court following criminal proceedings.
- ✗ Any criminal proceedings and civil claims arising from the illegal duplication or cloning of the **insured vehicle's** identity brought against **you**.

Policy conditions that apply to all sections of legal cover

The following conditions apply to **your policy**. **You** must keep to the conditions to have the full protection of **your policy**.

Condition	More information
1. What you must do	<p>You must:</p> <ul style="list-style-type: none">▪ make your claim within 6 months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred, or as soon as reasonably practicable providing there has been no prejudice to us.▪ not appoint a legal representative to represent you in your legal action.

Section J – Legal cover continued

Condition	More information
<p>1. What you must do continued</p>	<ul style="list-style-type: none"> at all times throughout your legal action give the legal representative and us a complete, accurate and truthful account of all of the circumstances that are relevant to your legal action that you are aware of or should have been aware of. This will include details of any agreement between you and any other person or organisation. You, and anyone acting on your behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to your legal representative or to us. follow the advice of, and co-operate fully with, the legal representative and us always during your legal action. This will include going to all court hearings or other appointments that the legal representative asks you to attend. not withdraw your claim from the legal representative without the written agreement of us and the legal representative. get our written agreement before making or defending an appeal against the decision of a court in respect of your legal action. instruct the legal representative to take all reasonable steps to recover costs from your opponent and pay them to us. If you do not do this, we will have the right to reduce the amount that we pay under this policy to the amount that your costs would have been if you had instructed the legal representative to take all such reasonable steps. instruct the legal representative to keep to condition 2 below. <p>If you do not keep to condition 1, bullet points 1 to 3 we will recover any costs from you that we have paid or incurred in respect of your legal action unless we agree to appoint another legal representative to continue your claim.</p>

Section J – Legal cover continued

Condition	More information
<p>2. What the legal representative must do</p>	<p>They must:</p> <ul style="list-style-type: none"> ■ get our written permission before instructing a barrister or other legally qualified adviser or expert in respect of your legal action. ■ tell us at the first opportunity once he or she becomes aware of any information or development relating to your legal action which will more likely than not mean that: <ul style="list-style-type: none"> ■ reasonable prospects of success no longer exist; or ■ the losses or damages that you can recover from your opponent will be reduced from the amount that was originally expected by the legal representative. ■ tell us at the first opportunity once he or she becomes aware that you want to make an offer, or your opponent has made an offer, to settle your legal action. ■ report the result of your legal action to us at the first opportunity after it is finished. ■ take all reasonable steps to recover costs from your opponent and pay them to us.
<p>3. What we have the right to do</p>	<p>We can:</p> <ul style="list-style-type: none"> ■ appoint the legal representative in your name and on your behalf. ■ take over and conduct, in your name, any claim or proceedings: <ul style="list-style-type: none"> ■ before a legal representative has been appointed; or ■ that are necessary to recover costs that we have paid in respect of your legal action. ■ contact the legal representative at any time and have access to all statements, opinions, reports or any other documents relating to your legal action. ■ appoint a barrister or other legally qualified adviser or expert appropriate to your legal action and ask for his or her opinion on the value of your legal action and whether reasonable prospects of success exist.

Section J – Legal cover continued

Condition	More information
<p>3. What we have the right to do continued</p>	<ul style="list-style-type: none"> ▪ stop providing cover for your claim if, at any time during your legal action reasonable prospects of success no longer exist. If, after we stop providing cover for your claim, you continue the legal action and get a better settlement than we expected, we will pay your costs which you cannot get back from anywhere else. ▪ have any legal bill assessed if we and the legal representative or the representative acting for and on behalf of your opponent cannot agree on the level of costs. If we do this the assessment will be carried out by a court, independent expert in the assessment of costs or other competent party. We will not pay any more than the costs that are determined as reasonable by the assessment. ▪ settle your claim by paying the amount in dispute. If we do this, we will not pay any costs incurred after the date that we tell you, and any legal representative, that we have decided to settle your claim. (This will not apply where legal proceedings have begun in a court before the date we decide to settle your claim. In these circumstances we will settle the claim by paying costs that are necessary to discontinue those legal proceedings as well as the amount in dispute.) ▪ settle the costs covered by this policy at the end of your legal action.
<p>4. Your agreements with others</p>	<p>We will not be bound by any agreement between you and the legal representative or you and any other person or organisation.</p>
<p>5. Other insurances and cover</p>	<p>If you have another insurance policy, service contract or membership that provides cover for a claim you have made under this policy, we will only pay our share of the costs of the claim.</p>

Section J – Legal cover continued

Condition	More information
<p>6. Choosing the legal representative</p>	<p>At any time before we and the legal representative agree that legal proceedings need to be issued in a court, we will choose the legal representative.</p> <p>You have the right to choose the legal representative if we and the legal representative agree that negotiations with your opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in court.</p> <p>You can also choose the legal representative if a conflict of interest arises which means that our chosen legal representative cannot act for you because of his or her professional rules of conduct.</p> <p>You must send the name and address of your chosen legal representative to us. If we agree to appoint your chosen legal representative, he or she will be appointed on the same terms as we would have appointed our chosen legal representative, other than in respect of any agreement we and your chosen legal representative reach over the costs that we will pay.</p> <p>If there is any dispute about your choice of legal representative that you and we cannot resolve, the matter will be settled using the procedure. (See General condition 3 – Disputes).</p> <p>When choosing the legal representative, you must remember your duty to keep the costs of any legal proceedings as low as possible.</p>

Section J – Legal cover continued

General conditions that apply to all sections of legal cover

Condition	More information
1. Notices	<p>Every notice which needs to be given under this policy must be given in writing.</p> <p>If you give us notice, you must send it to: Lloyds Bank Van Claims, PO Box 7060, Wolverhampton WV1 9ZP</p> <p>Or you can email it to: Email – vanclaims@lloyds.insuremotor.co.uk</p> <p>If we give you notice, we must send it to your last known address.</p> <p>Please make sure you include your policy number and claim number when sending any notices.</p>
2. Changes during the period of insurance	<p>If we need to make changes to your policy, we will normally only do this at your next renewal date.</p> <p>We will not change your policy during the period of insurance unless:</p> <ul style="list-style-type: none"> ▪ we are required to do so because of a change in the law; or ▪ we are told to do so by our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or ▪ a service provided under this policy by any organisation other than us is no longer available and we need to: <ul style="list-style-type: none"> ▪ change the provider of the service; or ▪ change the service; or ▪ remove the service. <p>If we do need to change your policy, we will give you 30 days' notice in writing of the change and how it will affect you.</p>

Section J – Legal cover continued

Condition	More information
3. Disputes	<p>If there is a dispute between you and us, the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified person that you and we agree to. If we and you cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.</p> <p>Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs. If the arbitrator decides that you must pay some, or all, of the costs of the arbitration those costs will not be covered by this policy.</p>
4. Law and language of this policy unless we agree otherwise	<p>The language of this policy and all communications relating to it will be in English.</p> <p>English law will apply to this contract of insurance.</p>
5. Fraud	<p>If you or anyone acting on your behalf:</p> <ul style="list-style-type: none"> ▪ makes any false or fraudulent claim. ▪ makes any exaggerated claims. ▪ supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or ▪ makes a claim for loss or damage which you or anyone acting on your behalf deliberately caused; we will: <ul style="list-style-type: none"> ▪ refuse to pay the whole of the claim; and ▪ recover from you any sums that we have already paid in respect of the claim. <p>We may also notify you that we will be treating the policy as having been terminated with effect from the date of the earliest of any of the acts set out in sub-clauses above.</p> <p>In that event, you will have no cover under the policy from the date of the termination and not be entitled to any refund of premium. (Also see General policy condition 7).</p>

Section J – Legal cover continued

Condition	More information
6. Rights of parties	A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

General exclusions that apply to all sections of Legal cover

We will not pay for:

- ✗ Any claim where **we** have been prejudiced as a result of **you** reporting to **us** more than 6 months after the:
 - date **you** first knew, or should have known, that criminal proceedings were to be brought against **you**; or
 - event, or series of events which gave rise to the dispute first occurred; or
 - accident involving **your insured vehicle**.
- ✗ Any **costs**:
 - incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**.
 - **we** have not agreed to in writing.
 - **you** have paid directly to the **legal representative** or any other person without **our** permission.
 - relating to an appeal following a decision by a court in respect of **your legal action** against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist.
 - that the court orders **you** to pay to **your** opponent at the end of a **legal action** on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the **legal action**.
- ✗ Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
 - legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
 - **damages** **you** receive from **your** opponent. These types of contracts are normally referred to as either conditional fee agreements or **damages** based agreements.
- ✗ Any value added tax that is payable on the **costs** incurred which **you** can recover from elsewhere.

Section J – Legal cover continued

- ✗ Any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this policy started.
- ✗ Any dispute arising from:
 - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - any other challenge to any existing or proposed legislation.
- ✗ Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
- ✗ Any fines or other penalties awarded against **you** by a court or tribunal.
- ✗ The **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.
- ✗ Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- ✗ Disputes between **you** and **us**.
- ✗ Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- ✗ Claims arising from war, invasion, riot, revolution or a similar event.

Privacy Notice Summary

Please find below a summary of **our** privacy notice.

The full notice can be found online at allianz.co.uk/privacy-notice.html

If **you** would like a printed copy of **our** privacy notice, please contact the data rights team using the details below. Allianz Insurance plc is the data controller of any personal information given to **us** about **you** or other people named on the policy, quote or claim. It is **your** responsibility to let any named person know about who **we** are and how this information will be processed.

When **we** refer to 'we', 'us' and 'our' in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here:
allianz.co.uk/about-allianz/our-organisation.html#azuk

Section J – Legal cover continued

Anyone whose personal information **we** hold has the right to object to **us** using it. They can do this at any time by telling **us** and **we** will consider the request and either stop using their personal information or explain why **we** are not able to.

If **you** wish to exercise any of **your** data protection rights, **you** can do so by contacting **our** Data Rights team:

Telephone – 0208 231 3992

Email: datarights@allianz.co.uk

Address – Allianz Insurance plc, PO Box 5291, Worthing BN11 9TD

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Telephone – 0330 102 1837

Email – dataprotectionofficer@allianz.co.uk

Address – Data Protection Officer, Allianz Insurance plc, PO Box 5291, Worthing BN11 9TD.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet their liabilities.

Further information about compensation scheme arrangements is available at:

Web – fscs.org.uk

Email – enquiries@fscs.org.uk

Telephone – 0800 678 1100 or 0207 741 4100.

Section K

Breakdown cover

This policy is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill RH1 1PR.

The assistance services described in this policy are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority.

AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill RH1 1PR. It is registered in England under company number 02638890. AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

This insurance is governed by the laws of England and Wales.

Important information for you:

- Cover only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.
- This section of **your policy** document sets out the terms and conditions of **your breakdown** cover and it is important that **you** read it carefully.
- There are different levels of cover available.
- The cover **you** hold will be set out in the accompanying **policy schedule**. If changes are made, these will be confirmed to **you** separately in writing.
- Each level of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all levels of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

Section K – Breakdown cover continued

Our definitions in this section are:

Term	Our definition
Authorised operator	The service provider we have authorised to repair or recover your van .
Breakdown/ Breaks down/ Broken down	Not being able to use your van because of: <ul style="list-style-type: none"> ▪ a mechanical or electrical breakdown. ▪ vandalism. ▪ a fire. ▪ a theft or an attempted theft. ▪ a flat tyre. ▪ a flat battery. ▪ it having no fuel, or for electric vans running out of main battery charge.
Suitable charge point	Any public or private energy source connection or station accessible to you (either at your home or in a public location) where your electric van can be recharged.
Trailer	A trailer being towed by your van with the maximum dimensions of: <ul style="list-style-type: none"> ▪ length – 8.0 metres, ▪ height – 3.0 metres, ▪ width – 2.25 metres.
UK	United Kingdom (UK) , the Isle of Man and the Channel Islands.
We/Us/Our	Inter Partner Assistance S.A. and AXA Assistance (UK) Limited.
You/your	The policyholder(s) named on the policy schedule . Any person driving your van . Any passengers in your van , as long as the total number of people is not more than six and does not exceed the manufacturer's recommendation.
Your home	The last address (in the UK) you gave to us as being where you permanently live or where you keep your van . You must have started out from your home on your journey for cover to apply.

Section K – Breakdown cover continued

Term	Our definition
Your van/your electric van	<p>The specific vehicle (or vehicles) shown on your policy schedule. This does not include any vehicles not shown on your policy schedule or any vehicles (including rental or borrowed vehicles) which may be temporarily covered under your main insurance policy schedule.</p> <p>Your van must have maximum dimensions of:</p> <ul style="list-style-type: none">▪ weight – 3,500 kilograms,▪ length – 8.0 metres,▪ height – 3.0 metres,▪ width – 2.5 metres.

For the purposes of this section only, the above additional/alternative definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document).

The cover provided under each section is subject to the General conditions and General exclusions detailed at the end of this section.

How to make a claim:

To get **UK** emergency help, phone: **0333 241 2367**, or **you** can report it at **www.axarescue.co.uk**.

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word “breakdown” to **+44 (0)7984 434 960**.

You should have the following information available:

- **Your van** registration number.
- **Your** name, home postcode and contact details.
- **Your policy** number.
- The make, model and colour of **your van**.
- The location of **your van**.
- An idea of what the problem is.
- SOS Box number (where applicable).

We will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call **you** to advise who will be coming out to **you**, and how long they are expected to take. **You** will then be asked to return to **your van**.

Section K – Breakdown cover continued

Safety

Please take reasonable care at all times but stay near **your van** until **our authorised operator** arrives. Once **our authorised operator** arrives at the scene, listen to their safety advice. If the police are present, tell them that **you** have contacted **us** or give them **our** phone number to call **us** for **you**.

Help on motorways

If **your van breaks down** on the motorway, go to the nearest SOS emergency phone box.

Ask the police to contact the 24-hour emergency helpline on the number shown above.

You will only be able to claim the services **we** provide by contacting the emergency helpline number.

Your van must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for **your van** or the manufacturer's approved repair kit.

Roadside

We'll cover you:

- if **your van breaks down** more than one mile from **your home**, **our authorised operator** will spend up to one hour to try and get it working again. For electric vans, **we** are only able to provide limited assistance at the roadside due to health and safety regulations involving high-voltage equipment in the **van**.
- if **your electric van** has run out of battery charge and there are no other issues or faults, **we** will arrange for **your van**, the driver and up to five passengers to be taken to the nearest **suitable charge point** from the point where **you** have **broken down**.

For all other types of **breakdown**, if **your van** can't be made safe to drive at the place **you** have **broken down**, **we** will arrange for **your van**, the driver and up to five passengers to be recovered to one of the following locations within 15 miles from where **you** have **broken down** and taking **your** circumstances into account:

- **Your** original destination;
- **Your** original departure point; or
- A suitable local garage for it to be repaired.

You must pay the cost of any repairs.

If **you** lose or break **your van** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs.

Section K – Breakdown cover continued

We will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

We won't cover:

- ✗ A **breakdown** at or within one mile from **your home**.
- ✗ Travel outside the **UK**.
- ✗ Van recovery greater than 15 miles from **your** location at the time of **breakdown**.
- ✗ The cost of repairs at the garage.
- ✗ Anything mentioned in the general exclusions.

Rescue

With Rescue, **you** will also get the cover that comes with Roadside. If **your van** can't be made safe to drive at the place **you** have **broken down** and can't be repaired the same day at a suitable local garage, **we** will choose the most suitable solution from the following options, taking **your** circumstances into account.

Option 1 – Nationwide recovery: **We** will take **your van**, driver and up to five passengers to **your** original destination or **your home**. **We** will then arrange to take **your van** to a suitable garage to be repaired at **your** cost, as long as this can be done in one trip.

Option 2 – Overnight accommodation: **we** will pay up to £80 for each person for the cost of bed and breakfast for one night. The maximum **we** will pay for everyone is £480.

Option 3 – 24-hour **UK** hire vehicle: **we** will pay up to £100 for alternative travel or a hire vehicle (with an engine of up to 1600cc) for up to 24 hours. **You** will be responsible for returning the hire vehicle and collecting **your van** once it is repaired.

You must meet the conditions of the hire vehicle company to be able to hire a vehicle.

If you become ill or are injured and can't drive:

If the driver can't drive because of an injury or illness acquired during a journey, and there is no one else able or qualified to drive **your van** – **we** will recover **your van** along with **you** and **your** passengers to finish the journey or back to the place **you** were originally travelling from. **You** will need to supply a medical certificate for the driver before **we** provide this benefit.

We won't cover:

- ✗ A **breakdown** at or within one mile from **your home**.
- ✗ Travel outside the **UK**.
- ✗ The cost of repairs at the garage.
- ✗ Anything mentioned in the general exclusions.

Section K – Breakdown cover continued

Rescue and Homestart

With Rescue and Homestart, **you** will get everything that comes with Roadside and Rescue, as well as:

- if **your van breaks down** anywhere at or within one mile from **your home** – **we** will arrange and pay for **our authorised operator** to come to where **you** are (for up to one hour) to try to get **your van** working again.
- if **your van** can't be made safe to drive at the place **you** have **broken down** – **we** will arrange and pay for **your van**, the driver and up to five passengers to be taken to a suitable local garage for it to be repaired. This is normally within 15 miles, and **you** will need to pay any extra recovery mileage over 15 miles on a per mile basis. **You** must also pay the costs of any repairs by credit or debit card.
- if **your electric van** runs out of battery charge, and there are no other issues or faults, **we** will only recover **your van** to the nearest **suitable charge point**.

We won't cover:

- ✗ Travel outside the **UK**.
- ✗ The cost of repairs at the garage.
- ✗ Anything mentioned in the general exclusions.

Section K – Breakdown cover continued

General exclusions that apply to all levels of breakdown cover

- ⊗ Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under the Roadside section which are available immediately.
- ⊗ The cost of fuel or any spare parts needed to get **your van** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
- ⊗ Any cost where **you**, or someone calling on **your** behalf, did not contact **us** to arrange help through **our authorised operator**.
- ⊗ Labour costs for more than one hour of roadside help.
- ⊗ **Your van** if it:
 - has not been maintained and used in line with the manufacturer's recommendations,
 - has been altered for or taking part in racing, trials or rallies, or
 - is being used to carry people in return for money, unless **we** have agreed this with **you**.
- ⊗ Any call-out or recovery costs in the **UK** after a **breakdown** where the police or other emergency services insist on **your van** being picked up immediately by another organisation. **You** will have to pay any fees to store or release **your van**.
- ⊗ Costs for:
 - paintwork and other cosmetic items,
 - any toll or ferry fees incurred by the driver or the driver of the recovery vehicle,
 - telephone calls or postage costs.
- ⊗ Help or recovery if **your van** is partly or completely buried in snow, mud, sand, or water.
- ⊗ Costs for moving or repairing **your van** if:
 - **your van** is moved or repaired in another way, or
 - **you** have not given **us** the right location.
- ⊗ Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food, drink, and costs **we** have not agreed beforehand).
- ⊗ Loss or damage to personal possessions **you** leave in **your van**.
- ⊗ Moving animals. **We** will decide whether or not to move any animal from **your van**, and if **we** agree to do this it will be completely at **your** own risk and cost.
- ⊗ Any costs if **your van** had already **broken down** or was not safe to drive when cover was taken out.

Section K – Breakdown cover continued

General exclusions that apply to all levels of breakdown cover continued

- ✗ The costs of getting a spare wheel or tyre for a roadside repair if **your van** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to supply a key to do this.
- ✗ Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
- ✗ The recovery of **your van** and passengers if repairs can be carried out at or near the scene of the **breakdown**, within the same working day. If recovery takes place, **we** will only recover to one address in respect of any one **breakdown**.
- ✗ Recovering **your van** when it is carrying more than a driver and the recommended number of passengers according to the manufacturer's specifications. If there is more weight in **your van** than it was designed to carry, or **you** are driving on unsuitable ground.
- ✗ Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
- ✗ Any faults with the electric windows, sunroofs, wipers, heaters, de-misters, or locks of **your van** – unless the fault happens during the course of a journey, and this affects **your** safety.
- ✗ Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same journey.
- ✗ Any costs relating to the **trailer** if it's not attached to **your van** at the time of the **breakdown**.
- ✗ Liability towards any third party and/or any cost for damage or loss caused by **your electric van** high-voltage systems following a breakdown. For example, if **your van** is **vandalised** and catches fire, damaging nearby buildings, **we** are not responsible for any costs other than recovery after the **breakdown**.

Section K – Breakdown cover continued

General conditions that apply to all levels of breakdown cover

1. **Your van** must be:
 - a light commercial **van**,
 - no longer than 8.0 metres,
 - no heavier than 3,500 kilograms,
 - not higher than 3.0 metres,
 - no wider than 2.5 metres, and
 - shown in **your schedule**.
2. If **your van breaks down** while **you** are towing a **trailer**, **we** will recover **your van** and the **trailer**, as long as the **trailer** is not more than
 - 8.0 metres long,
 - 3.0 metres high, and
 - 2.25 metres wide.
3. **Your van** must be permanently registered in the **UK** and, if appropriate, have a current MOT certificate. **Your van** should be kept in a good condition.
4. If **we** arrange for temporary roadside repairs to be carried out after damage to **your van**, or **we** take **your van** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident. **You** acknowledge a temporary repair will only allow **you** to drive **your van** to a suitable place for permanent repair. **You** should take action towards having a permanent repair as soon as possible. **You** are responsible for the costs or damage to **your van** if **you** do not get a permanent repair.
5. **We** have the right to refuse to supply a service if **your** or **your** passengers are being obstructive in allowing **us** to supply the most appropriate help, or if **you** or they are abusive to **our** agents or **our authorised operator**.
6. Unless **you** have an arrangement with **us** or **our** agent, **you** are responsible for keeping **your van** and its contents safe. **You** must be with **your van** at the time **we** say **we** expect to be there.
7. **You** will have to pay the cost of moving **your van** or **our authorised operator** coming out to **you** if, after asking for help which **you** are entitled to, **your van** is moved or repaired in any other way.
8. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services:
 - carrying out work,
 - acting on **your** instructions, or
 - acting on the instructions of anyone who is acting on **your** behalf.**You** are responsible for the cost and ensuring the quality of any repair.

Section K – Breakdown cover continued

General conditions that apply to all levels of breakdown cover continued

9. **We** will only pay **our** relevant share of any claim where there is another insurance policy or warranty that covers the same risk. **You** must give **us** details of any other relevant insurance. If someone else is at fault for the claim, **we** may take legal action against them in **your** name to recover any costs **we** have paid. **You** must give **us** any help **we** need, and any costs recovered will belong to **us**.
10. **Your van** and any **trailer** it is towing must carry a usable spare wheel and tyre or the manufacturer's approved repair kit. **You** must also provide a key that will let **us** remove the wheel nuts.
11. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
12. If **your van** needs to be taken to a garage after a **breakdown**, **your van** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
13. During any 12-month period, **we** will not be responsible for more than two claims which arise from the same fault on **your van**. **We** will not be responsible for more than seven claims in total. If **you** need **our** help more than the number of claims allowed on **your policy** in a 12-month **period of insurance**, or more than twice for the same fault on the same van, **you** will have to pay for the services **we** provide. **We** will ask for a credit card number or debit card number before **we** help **you**.
14. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your van**.
15. **We** can't guarantee that hire vehicles will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of the same size as **yours**, but **we** can't guarantee that they will have tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire company to hire a vehicle.
16. This insurance contract is between **you** and **us**. Any person or company who is not party to this **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this **policy**. This does not affect any other rights another organisation has apart from under that Act.

Section K – Breakdown cover continued

General conditions that apply to all levels of breakdown cover continued

17. If **you**:

- refuse to allow **us** reasonable access to **your van** to provide the services **you** have asked for under this section of **your policy**, or if **you** fail to co-operate with **our** representatives.
- make or try to make a fraudulent claim under **your policy** (See General policy condition 7.)
- are abusive or threatening towards **our** staff; (see General policy condition 17) or
- repeatedly or seriously break the terms of this **policy**,

we may refuse to deal with a claim or **breakdown** under this section of **your policy**. **We** may also cancel this **policy** by providing **you** with 21 days' notice of cancellation. (See General policy conditions 12.)

Breakdown Data Protection

AXA Partners, which is part of the AXA Group, takes **your** privacy very seriously.

For information on:

- how **we** collect **your** personal data,
- what information **we** collect,
- how **we** use it,
- who **we** share it with,
- how long **we** keep it, and
- **your** rights relating to that data,

you can read **our** privacy policy online at: www.axapartners.co.uk/en/privacy-policy or **you** can ask one of **our** agents for a copy.

We may also provide **you** with additional information separately including:

- Detailing specific ways **we** wish to use **your** data, and
- where relevant, how and when **we** ask for **your** consent.

Please send data privacy queries and data subject requests to:
dataprotectionenquiries@axa-assistance.co.uk

Please note this mailbox should not be used for queries regarding policies, claims or assistance.

Things we don't cover

(General exclusions)

These exclusions relate to all sections of **your policy** wording and are in addition to the exclusions shown in the sections of this document.

We won't pay for:

Licence and use

Any liability, loss, damage, cost, or expenses which takes place while any van insured under this **policy** is:

- being used for a purpose other than that allowed in the limitations as to use in Section 6 of **your motor certificate**; or
- driven by someone who:
 - doesn't have a valid driving licence; or
 - is breaking the conditions of their driving licence; or
 - is not specifically named in Section 5 of **your motor certificate** as being entitled to drive **your van**.

However, this exception does not apply if **your van** is:

- with a member of the motor trade who isn't named in the **motor certificate** for the purpose of maintenance or repair.
- being parked by an employee of a hotel, restaurant or car-parking service who isn't named in the **motor certificate**.
- stolen or taken away without **your** permission.

Contracts and agreements

Any costs as a result of an agreement or contract unless **we** would have had to pay the costs anyway.

Deliberate and intentional loss

For deliberate or intentional loss or damage caused by anyone insured under this **policy**.

Cyber acts or cyber incidents

Any legal liability, loss, damage, cost, or expense arising directly or indirectly from a **cyber act** or **cyber incident**, except where cover is needed under the relevant road traffic laws.

Things we don't cover (General exclusions) continued

Tax, registration and location

Any liability, loss, damage, cost, or expense caused if **your van** isn't taxed and isn't registered in the **United Kingdom** with the DVLA, unless **your van** is:

- in the process of being registered with the DVLA.
- normally kept outside England, Scotland or Wales.

Radioactivity and nuclear fuel

Any loss or damage to property, or any direct or indirect loss, cost, expense, or liability caused by, contributed to, or arising from:

- ionising radiation or contamination by radioactive materials resulting from radiation exposed nuclear fuel, nuclear waste, or the burning of nuclear fuel.
- the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts.

Riots and strikes

Any liability, loss, damage, cost, or expense caused by riot, strike or civil commotion outside England, Scotland, Wales, Isle of Man or The Channel Islands.

War and invasion

Any liability, loss, damage, cost, or expense caused by, resulting from, or in connection with, or in controlling or suppressing:

- war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not).
- civil war, military rising, insurrections, rebellion, revolution, uprising, military or usurped power, martial law or connected looting or pillaging; confiscation, or nationalisation, or requisition, or destruction of, or damage to, property by or under the order of any government or public authority or any act or condition incident to any of the above, except to the extent that **we're** required to supply cover under any relevant road traffic legislation.

Airports

Any liability, loss, damage, cost, or expense while any van is being used on any part of an airport:

- to which aircraft have access, including areas used for take-off, landing, moving, or parking of aircraft.
- used for ground equipment parking areas and service roads.
- used for customs examination.

Things we don't cover (General exclusions) continued

Drink and drugs

Any liability, loss, or damage if any driver of **your van** at the time of the accident:

- is found to be over the legal limit for alcohol.
- is unfit to drive through drink or drugs, whether prescribed or otherwise; or
- doesn't supply a swab sample or sample of breath, blood or urine when needed to do so, without lawful reason.

Cover will apply as far as is necessary to meet any relevant road traffic laws.

Where **we** must make a payment **we'll** recover any amounts paid from **you** or the driver of **your van**.

Sound and pressure waves

Any liability, loss, damage, cost, or expense caused by pressure waves from an aircraft or other flying objects travelling at or beyond the speed of sound.

Earthquakes

Any liability, loss, damage, cost, or expense caused by earthquakes and the results of earthquakes.

Pollution and contamination

Any liability, loss, damage, cost, or expense caused by gradual pollution or contamination. This means pollution or contamination that isn't caused by a sudden, identifiable, unexpected, and accidental incident. This incident must happen during the **period of insurance**.

Terrorism

Any legal liability, loss, damage, cost, or expense arising directly or indirectly from terrorism, except where cover is needed under the relevant road traffic laws.

Terrorism means any act or acts that the **United Kingdom** government considers to be an act of terrorism under the Terrorism Act 2000 (or other **UK** terrorism laws). This also includes any other acts which could be defined as terrorism.

Terrorism also means any act or acts of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, racial, ideological, or similar purposes including the intention to influence any government or an international governmental organisation or to intimidate the public, or any section of the public, involving:

- threat of and/or actual endangerment of the life of a person(s), other than the person committing the action.

Things we don't cover (General exclusions) continued

- threat of and/or actual serious violence against a person(s).
- threat of and/or actual damage to any form of property.
- creating a serious risk to the health and safety of the public.
- any act designed to interfere with or seriously disrupt an electronic system.
- involving the use of firearms, explosives, biological, chemical, nuclear, or other means.

Cost of contacting us

For any costs involved in contacting **us** about **your** claim (including telephone calls).

Criminal or illegal acts

For any liability, loss, damage, cost, or expense caused by, resulting from, or in connection with **your** or a **named driver's** criminal or illegal act, in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment.

Local authority and government acts

Loss or damage resulting from the seizure, taking possession of, or destruction of **your van** by or under order of, any government or public authority.

Hazardous/Dangerous goods

Any liability, loss or damage, cost or expense caused as a result of the carriage of **hazardous goods** in or on **your van**, except to the extent that **we** are required to supply cover under any relevant road traffic legislation.

General conditions that apply to your policy

You must keep to the following terms and conditions for **your policy** to apply:

Condition	More Information
1. Your policy information	<p>This policy is based on the information you gave us when you took it out. For this policy to be fully effective, you must have answered accurately and truthfully the questions we asked relating to your details; those of your van and of all named drivers on your policy.</p> <p>You must also have truthfully agreed to all statements that you were shown when you took the policy out. We also carry out checks while you're on cover with us to ensure the details supplied are correct. We may also ask you to supply documents to support the policy information. Examples of documents we may request include your van's logbook (V5C), utility bills or driving licence details.</p> <p>If you refuse or are unable to provide us with this information, we may have to:</p> <ul style="list-style-type: none">▪ declare your policy void from inception (this means treating it as if it never existed) and we may not return any premium paid.▪ cancel your policy in accordance with General condition 12.▪ remove one or more named drivers from your policy and adjust your premium accordingly.▪ recover any shortfall in premium.▪ not pay any claims made, or that you may need to make later under your policy. <p>If we've already paid a claim, we may have to recover from you the total amount paid, as well as amounts we have to pay under any relevant road traffic legislation, plus any recovery costs.</p> <p>If we suspect fraudulent activity has taken place either by you or someone acting for you, we may cancel or void your policy. We'll give you 7 days' notice of cancellation, in writing, to either the email or the last postal address known to us. This includes if your policy has been set up by someone pretending to be a broker, or someone who is an unauthorised insurance intermediary.</p>

General conditions that apply to your policy continued

Condition	More Information
2. Changes to your policy	<p>Please tell us of the following changes (either before the change or as soon as you possibly can):</p> <ul style="list-style-type: none"> • if you sell or change your van. • if you change your address or where you keep your van. • if you want to add or remove a named driver. • if you scrap your van or declare it SORN (off the road). • if you're moving abroad permanently. • if you or any named driver receive a non-motoring conviction. • if you modify or alter your van from standard UK specification. • if you want to use your van for something that's not shown on your motor certificate. • if you want to change the way in which your van is used (you begin to use your van for business purposes). • if you or anyone else covered to drive is told by the DVLA they can't continue driving. • if you or any named driver change your occupation or business, whether full or part time, in which you work. • if you or any named driver is banned from driving. • if you or any named driver changes licence entitlement. <p>Please tell us before your policy next renews if you or any named driver:</p> <ul style="list-style-type: none"> • receive a motoring conviction, fixed penalty notice or licence endorsement. • have been involved in any claims or accidents whether on this policy or not. <p>If you're unsure whether a change will affect your policy cover, please ask us.</p>

General conditions that apply to your policy continued

Condition	More Information
2. Changes to your policy continued	<p>We'll treat any temporary or permanent changes to the drivers or vehicles covered under this policy as a policy variation. When you change your policy it may affect your premium, meaning there may be an additional amount to pay and, in some cases, we may not be able to continue cover. Where this happens, we'll tell you and provide a minimum of 7 days' notice to arrange cover with an alternative insurer.</p> <p>If we have to make changes to your policy, we will charge an admin fee. If we have to cancel it, we'll allow a return of premium and we will apply our cancellation fee.</p> <p>If your van is written off, we'll advise you and give you 30 days from the date we pay your claim to replace it. If you don't confirm that your van has been replaced, we'll assume that your policy is not needed and cancel it, and you may be charged our cancellation fee. If you do replace your van and we can't cover your new van, we'll have to cancel your policy, and you will be given 7 days to arrange cover with another insurer. If a claim has occurred, no refund of premium will be given. This applies whether you pay annually or by monthly payments. If you pay monthly, you will need to pay the rest of your monthly payments for the policy year. We will either take this as one amount when the policy is cancelled, or we may choose to take the outstanding instalments owed from any claim payment we make.</p>
3. Protecting your van	<p>You must take reasonable care to prevent any loss of, or damage to, your van. This includes closing windows and sunroofs, locking your van, removing your key and setting any security devices.</p>

General conditions that apply to your policy continued

Condition	More Information
4. Maintaining your van	<p>You must keep your van roadworthy and make sure it has a valid MOT if it needs one. You must also make sure that it meets the requirements of the relevant road legislation. This also applies to any trailer that is being towed.</p> <p>You must also keep your van's software up to date by installing any safety critical and/or security updates made available by your van's manufacturer. If you fail to do so or modify, install, or allow the installation of, software other than the software provided and/or approved by the manufacturer, we may cancel the policy, not pay any claims, or reduce the amount of any claim payments we make.</p> <p>We reserve the right to examine your van at any reasonable time.</p>
5. Claims	<p>You must tell us as soon as possible if you or your van are involved in any incident, accident, claim or loss regardless of fault:</p> <ul style="list-style-type: none"> ▪ If your van has been stolen or vandalised, you must advise the police as soon as you can and obtain a crime reference number. ▪ We'll take over dealing with the claim for you and will handle the recovery, storage, and repair of your van. <p>We'll also defend or settle any claim and will recover our costs from anyone responsible.</p> <p>You must not admit responsibility for any claim, or negotiate, or make any settlements with anyone else involved, unless we ask you to.</p> <p>You must co-operate with us fully, including:</p> <ul style="list-style-type: none"> ▪ allowing us to go ahead with repairs to your van as soon as possible after we've obtained an estimate from our approved repairer. ▪ providing us with any documents we need, including the V5 registration certificate for your van, personal identity requests or driving licence for any named driver of your van.

General conditions that apply to your policy continued

Condition	More Information
5. Claims continued	<ul style="list-style-type: none"> upon our request, send to us, unanswered, as soon as possible, any documents you receive such as notice of prosecution, coroner's inquest, fatal accident inquiry, court summons, claim or letter. <p>If the damaged van is provided by us under Section A (Damage, including misfuelling), Section B (Fire and theft) or I (Courtesy van upgrade), the van will be referred to our approved repairers.</p>
6. Other policies	<p>We won't pay more than our share of your claim, if you or anyone else has any other insurance which covers all, or part of, the same loss, damage, or liability.</p>
7. Fraud	<p>If we discover you or anyone acting for you has been dishonest</p> <p>When buying, making changes or renewing this policy, you and anyone acting for you must answer all questions accurately and truthfully about you, your van and any named drivers on your policy.</p> <p>You must also check and agree with any statements we make. The information you give us helps us decide whether we can cover you or not and if there are any risks where we agree to insure you and your van. It also helps us to work out the right price for your policy.</p> <p>If we discover information isn't correct or true, or you haven't kept us up to date with any changes, then this could affect your policy cover and any claims you make.</p> <p>What may happen with your policy cover if you have been dishonest</p> <ul style="list-style-type: none"> We may change the terms and/or price of your policy. We may void your policy (cancel your policy back to the start date or date the dishonest act took place and treat your policy as if it never existed). We may not return any premium paid by you for the policy.

General conditions that apply to your policy continued

Condition	More Information
7. Fraud continued	<p>What may happen with any claims you've made</p> <p>If you or anyone acting for you:</p> <ul style="list-style-type: none"> ▪ gives us information which you/they know isn't accurate or true; ▪ is dishonest about a claim; ▪ gives us details or makes a statement about the claim, knowing the information is untrue; ▪ sends false documents to support a claim or policy application knowing these have been amended, forged, or faked; or ▪ causes loss or damage on purpose or causes loss with your agreement, knowledge, or involvement. <p>Then:</p> <ul style="list-style-type: none"> ▪ we won't pay any claims that have been made dishonestly; ▪ we'll take back any money we may have paid you under your policy for any dishonest claims you have made from the start date of the policy; ▪ we may take legal action against you; ▪ we may tell the police; or ▪ we may tell fraud prevention agencies so they can stop similar claims being made in the future.
8. Vehicle sharing	<p>This policy covers you while carrying passengers for social reasons or similar as long as:</p> <ul style="list-style-type: none"> ▪ you don't carry passengers as customers of a passenger-carrying business, car sharing scheme or for hire and reward. ▪ you don't make a profit from passengers' payments or from allowing someone to drive. ▪ your van isn't made or adapted to carry more than eight passengers (excluding the driver), and you don't exceed the maximum seating capacity of your van. <p>If you're in any doubt as to whether any vehicle sharing arrangements you have are covered under this policy, please contact us via our Help Hub.</p>

General conditions that apply to your policy continued

Condition	More Information
9. Proof of No Claims Discount (NCD)	<p>You may need to send proof of the No Claims Discount years you've declared. If so, this must:</p> <ul style="list-style-type: none"> • show No Claims Discount you've earned as the policyholder – not as a named driver. • show the number of years you've earned. • show when your last policy finished, which must not be more than 2 years ago. • be issued by a UK insurer and be earned in the UK on a UK licence. • be earned on a single van or private car policy. • not be in use on another vehicle. <p>We can't accept proof of No Claims discount that have been earned on a taxi or motor trade policy.</p> <p>If you're unable to provide proof of your No Claims Discount, we'll reduce the No Claims Discount on your policy and either charge you an additional premium or cancel your policy with 7 days' notice if we're unable to continue cover.</p> <p>If we have to amend or cancel your policy, an admin fee or cancellation fee will apply. For more information on fees, see General condition 15.</p>
10. Compulsory motor legislation	<p>If, under the law of any country this policy covers you in, we have to make a payment which we would not otherwise have paid under this policy, we may recover any claim payment from you or from the person who the claim was made against.</p>
11. Payment of premium	<p>You must pay the premium on demand. You can choose to pay annually or monthly for your policy.</p> <p>Paying annually</p> <p>If you've chosen to pay for your policy annually your payment will be debited from your payment card straight away and will appear on your statement within three working days. This includes any additional premium that may arise from changes made to your policy.</p>

General conditions that apply to your policy continued

Condition	More Information
11. Payment of premium continued	<p>Paying monthly</p> <p>If you've chosen to pay for your policy by monthly instalments, then the overall cost you pay will be more, due to the cost of credit. Before the policy starts, we may also carry out an affordability assessment before we decide whether to offer you this option. We may carry out this assessment again before making any change or alteration to your policy, and before each renewal date, to decide whether we can continue to offer you this option.</p> <p>You'll be provided with a Credit agreement in accordance with the Consumer Credit Act 1974 .Your deposit will be debited from your payment card immediately and will appear on your statement within three working days. Should you make any change to your policy that affects your premium, you'll receive an amended Credit Agreement and any related admin fees that may arise from these changes will be debited from your payment card immediately and will show on your statement within three working days.</p> <p>Auto renewing</p> <p>If you have opted to renew your policy automatically, we'll renew it using the information and payment details you've given us.</p> <p>Keeping your payments up to date</p> <p>It's important that your payments are up to date, or you can fall into arrears. This means that your payments would become overdue, and your policy would start to accumulate debt.</p> <p>Changing your payment method</p> <p>You may change your payment method from instalment to lump sum at any point during the period of insurance. You can also change your preferred payment details, or any permissions you've given us previously.</p>

General conditions that apply to your policy continued

Condition	More Information
11. Payment of premium continued	<p>Failing to make your payments</p> <p>Should you fail to make your payment(s) in full and by the due date, we'll contact you. For the first three defaults within any period of insurance, if payment hasn't been received within seven days of us contacting you, we will send you a reminder via text and email. If payment is still outstanding after three working days of this reminder, we'll contact you again to give you a final date for payment. If we're still unable to collect payment from you, we'll look to recover your payment(s) and may:</p> <ul style="list-style-type: none"> cancel your policy 14 days after our initial contact with you if we've been unable to collect payment during this time. We'll let you know in writing to either the email address or postal address last known to us. terminate your Consumer Credit Agreement. in the event of a claim, refuse to pay any claims pending on your policy, or take any unpaid premiums from any claim payment we make to you, or recover any unpaid premium directly from you. <p>If there is a fourth default within any period of insurance, we may decide not to make any further attempts to collect the outstanding premium and may cancel the policy immediately.</p> <p>We may additionally follow the steps listed above.</p> <p>We also reserve the right to refer details of your policy to a debt collection agency to recover payment on our behalf. You'll be told in advance if we're doing this.</p> <p>Extra Information</p> <p>The Consumer Credit Act 1974 is a UK law that aims to protect consumers using credit agreements. It sets out rules and regulations for credit and hire agreements, including requirements for lenders to provide clear and accurate information to consumers. The Act also provides consumer rights and protections in relation to credit agreements.</p>

General conditions that apply to your policy continued

Condition	More Information
12. Cancelling your policy	<p>You can cancel this policy in the first 14 days of receipt of the policy documents or the start date, whichever is later.</p> <p>As long as you haven't received payment for, or are not in the process of making, a claim or haven't had an accident which may lead to a claim during the period of insurance, we'll keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.</p> <p>You can cancel at any other time, and we'll refund your premium less an amount for the time you've been on cover and our cancellation fee of £52.50. If you've had a claim or an accident that could lead to a claim or are in the process of making a claim during the period of insurance, we'll not refund any premium.</p> <p>If you're paying by instalments these will stop but if you've made or are in the process of making a claim:</p> <ul style="list-style-type: none"> ▪ we'll either take this as one amount when the policy is cancelled or ▪ we may, at our discretion, take the remaining instalments from any claim payments that we make. <p>You can cancel your policy via your account. If there's any shortfall in the premium paid, we reserve the right to recover any monies owed.</p> <p>We may cancel your policy by giving you a minimum of 7 days' notice:</p> <ul style="list-style-type: none"> ▪ if you provide us with false information (whether deliberately or recklessly) when taking this policy out, renewing it, or making a change (see General condition 1). ▪ if we're unable to continue cover due to changes on your policy (See General condition 2). ▪ in the event of Fraud (See General condition 7). ▪ if you can't supply proof of your No Claims Discount claimed (See General condition 9). ▪ if you don't pay your premium (see General condition 11).

General conditions that apply to your policy continued

Condition	More Information
12. Cancelling your policy continued	<ul style="list-style-type: none"> ▪ if you or anyone acting for you uses threatening or abusive behaviour or language towards our staff or suppliers (see General condition 17). ▪ if your van is used for criminal purposes. ▪ if your van is used outside of your policy cover limitations. <p>Cancelling your policy means you will not be covered from the date and time of cancellation.</p>
13. Cancelling optional covers	<p>You can cancel any of the optional covers you have taken out. If you cancel within 14 days of receiving your documents or the start date (whichever is the latest), we'll return the premium as long as you haven't claimed on that cover.</p> <p>If you cancel after 14 days of the start date, we're unable to refund the premium.</p>
14. Automatic renewals	<p>We offer to renew your van insurance automatically to give you the peace of mind that your van will always be protected.</p> <p>With automatic renewal you'll be giving us consent to renew your policy under the same terms every year. This means that as long as we can still insure you, we'll cover you for everything you've selected or added during your policy term.</p> <p>We'll take payment on the agreed future date with the details you provided, as long as all of your information and payment details are correct and up to date, your van will continue to be covered.</p> <p>We'll still send you your renewal invite 21 days before your policy renews. You must make sure that all your details are correct and if anything has changed, you can update this in your account or by calling us on 0330 024 6403.</p> <p>You can also change your renewal preference at any time in your account.</p> <p>Just to let you know, if you do opt out of automatic renewal and your insurance runs out, or is cancelled, your van will not be insured unless you accept a renewal invite from us, or you have obtained cover elsewhere.</p>

General conditions that apply to your policy continued

Condition	More Information
14. Automatic renewals continued	<p>If an insurance policy expires, full and comparable cover may not be available from us in future.</p> <p>If you change your mind and no longer want to be insured, you can cancel your policy at any time in your account or by calling us on 0330 024 6403.</p> <p>If your policy expires or is cancelled it will also be removed from the Motor Insurance Policy Database (MIPD) used by the police to enforce insurance law.</p> <p>If you use your van without valid insurance you will be committing an offence.</p>
15. Fees	<p>Your account makes it easy for you to update your details without calling us, however we recognise you may need to talk to us too. Admin fees may apply for policy amendments, changes, or cancellations we make on your behalf. There is no admin fee for changes you make yourself online – although some changes may increase the price of your policy.</p> <p>Why do we charge fees?</p> <p>Our admin fees are charged to cover some of the costs involved with maintaining your policy. This includes producing and issuing new documents, updating our systems and third-party costs, and for the use of industry used databases. It's important to us that our customers are charged fairly, including when it comes to fees. That's why we review them regularly to make sure that they're still appropriate.</p> <p>Our fees:</p> <ul style="list-style-type: none"> ▪ If you cancel outside the 14-day cooling off period or we cancel your policy the cancellation fee will be £52.50. ▪ If we make a change to your policy on your behalf the admin fee will be £25.00.

General conditions that apply to your policy continued

Condition	More Information
16. Sanctions condition	<p>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 supply cover or pay any claim or supply 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.</p> <p>We may also invoke our right to cancel this policy by giving you 7 days' notice in writing to either the email or the postal address last known to us.</p>
17. If you're abusive or aggressive towards us	<p>If you or anyone acting for you uses threatening, aggressive, or abusive behaviour or language towards our staff or suppliers, this could affect your insurance policy. This includes communications such as text, email, online chats, or social media.</p> <p>We won't accept:</p> <ul style="list-style-type: none"> ▪ threats of physical violence. ▪ behaviour or language that may cause someone to feel threatened or distressed. ▪ abusive comments or remarks which are sexual, racial, or about religious beliefs or culture. ▪ bullying or swearing. <p>We may:</p> <ul style="list-style-type: none"> ▪ end the current contact or conversation with you (we won't do this without warning you first). ▪ block any further phone calls, emails, or social media contact, or if made we may not answer these. ▪ limit future contact with you to one method of contact e.g., by letter only. ▪ limit our contact with you to one member of staff only. ▪ not offer you a renewal policy for your van. ▪ cancel your policy giving you 7 days' notice.

The legal part

Your contract of insurance with us

- If any of **your** details are wrong or have changed, please update this in **your account**.
- If the information **you've** given **us** isn't true (to the best of **your** knowledge) then **we** may not pay for all or part of **your** claim.
- Please show **your policy** to anyone else that's covered under it, so that they're kept in the loop.
- **You** and **we** can choose the law which applies to this **policy**. Unless **we** and **you** agree otherwise, English law will apply to this **policy** – by '**you**,' **we** mean the policyholder and '**we**' means **us** as **your** insurer.
- The parties to this contract are **you** and **us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This doesn't affect any right or remedy of a third party which exists or is available apart from this Act.

Your cover

Wording in this document	What it means
Comprehensive cover	<p>The following cover only applies if shown in your policy schedule:</p> <ul style="list-style-type: none">▪ Damage, including misfuelling.▪ Fire and theft.▪ Other people and their property.▪ Windscreen and glass damage.▪ Personal accident.▪ Driving abroad cover.▪ Your policy benefits.▪ No Claims Discount (NCD).▪ Courtesy van.▪ Personal belongings.▪ Overnight accommodation and onward travel.

The legal part continued

Wording in this document	What it means
Optional covers	<p>The following cover only applies if shown in your policy schedule:</p> <ul style="list-style-type: none">▪ Courtesy van upgrade.▪ Legal cover.▪ Breakdown cover.▪ Protected No Claims Discount (NCD).

Please read all the exclusions and conditions that apply to each section of **your policy**.

We're covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** can't meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS www.fscs.org.uk.

Data Protection notice

AXA Insurance UK plc is part of the AXA Group of companies, which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy.

Making a complaint

We're confident that **you'll** be happy with **your policy**, although if **you** ever need to make a complaint, please let **us** know and **we'll** try **our** best to help turn things around.

General policy complaint – 0330 024 6403 – Lines are open Monday to Friday 8am to 8pm. Saturday 9am to 5pm. Closed Sundays. Bank holiday opening times may vary.

Email – complaints@axainsurance.com

Address – Complaint Resolution – AXA Insurance, PO Box 2796, Bolton BL6 9LZ

Claims complaint – 0333 240 8089 – Lines are open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

Email – vanclaims@lloyds.insuremotor.co.uk

Address – Complaints Resolution – AXA Insurance, PO Box 2796, Bolton BL6 9LZ

Legal cover complaint – 0345 0700 886 – Lines are open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays, and Sundays.

Email – alpcomplaints@allianz.co.uk

Address – Allianz Complaints Team, PO Box 5290, Worthing BN11 9TB.

Please quote the master policy number **37053**

Breakdown complaint – 01737 815 215 – Lines are open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays, and Sundays

Email – quality.assurance@axa-assistance.co.uk

Address – AXA Assistance UK Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

When **you** contact **us**, please include:

- **Your** name, address and postcode, telephone number and email address.
- **Your policy** and/or claim number.
- The reason for **your** complaint.
- If **you're** emailing **us**, attach copies of any supporting material, such as past emails.
- If **you're** emailing **us**, please type the word 'complaint' in the subject line.

What if you're not happy after you make a complaint?

If **you're** still not satisfied, then **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). **You** must approach the FOS within 6 months of **our** final response to **your** complaint – **we'll** remind **you** of the time limits in the final response.

The contact details for the **Financial Ombudsman Service (FOS)** are:

Address: Exchange Tower, Harbour Exchange Square, London E14 9SR

0300 123 9123 or 0800 023 4567 – Lines are open Monday to Friday 8am to 5pm.

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

Web: www.financial-ombudsman.org.uk

Making a complaint continued

We must accept the Ombudsman's final decision, but **you** aren't bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However, the FOS may not adjudicate on any cases where litigation has started.



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