



Policy wording

# Goods in Transit For Haulage Contractors

April 2021

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# Welcome to AXA

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

## Your Policy

The Company in consideration of the payment of the premium shall provide insurance against loss or damage to Property in Transit occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) subject to the exclusions, provisions and conditions of the Policy plus any additional Endorsements shown on the schedule.

The Policy and the Schedule should be read together as one contract and the Proposal Form/ Statement of Fact made by the Insured is the basis of the contract.

## Important

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your insurance adviser.

Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 17.

## The law applicable to this Policy

You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy.

# Definitions

Wherever the following words and phrases appear in the policy they will always have these meanings –

## **One Event**

Any one occurrence or series of occurrences attributable to one original cause.

## **C.M.R.**

The convention on the contract for the international carriage of goods by road.

## **Consignment**

All Property sent at one time in one load to the same destination.

## **Enclosed Premises**

A locked building or a compound bounded on each side by a substantial wall, fence or similar structure and having a locked gate.

## **Excess**

The amount for which You are responsible as the first part of each claim or incident.

## **Policy**

This Policy and the Schedule, the Proposal, and any endorsement attached or issued.

## **Property**

Goods for which you are responsible, carried for a charge and not owned, hired or leased by You, except for any Property specifically excluded by this Policy.

## **Proposal**

The signed form/Statement of Fact and declaration and any additional information supplied to Us by You or on Your behalf.

## **Schedule**

A separate sheet which comes to You with the Policy. Amongst other things it shows Your name, business and extensions and special clauses in force.

## **Sub-Contractor**

Any carrier (including employees and agents) directly or indirectly engaged by You to carry the Property.

## **Territorial Limits**

Anywhere including the sea crossings in or between England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and Eire. These limits are extended;

- (i) when basis of cover F is in operation
- (ii) for Cabotage cover
- (iii) for Strike and Blockade cover.

## **Transit**

The movement of Property from one place to another whilst in Your custody or control including loading and unloading and temporary storage in the course of such movements either on or off the Vehicle.

Temporary storage does not include Property stored;

- (i) at a rental
- (ii) subject to a contract for storage
- (iii) subject to a contract for storage and distribution.

## **Vehicle**

Motor vehicles, articulated vehicles, trailers and semi-trailers.

## **Vehicle Sum Insured**

The maximum We will pay in respect of Property on any one Vehicle.

## **We/Us/Our**

AXA Insurance UK plc.

## **You/Your(s)/Yourself**

The person(s) or company shown in the Schedule as the Insured.

# Basic Cover

We agree to insure You in accordance with the bases of cover shown to be operative in the Schedule, as defined below –

- A** Liability under the C.M.R. convention for traffic carried within the Territorial Limits.
- B** Liability under Road Haulage Association conditions of carriage.
- C** All risks of loss or damage to Property (other than that which is subject to the C.M.R. convention) where You can choose to have claims paid in full, regardless of Your legal liability.
- D** Liability as a carrier or bailee at common law only.
- E** Liability under Your own conditions of carriage, a copy of which You have lodged with Us.
- F** Liability under the C.M.R. convention for traffic carried in the following European countries:- Andorra, Austria, Belgium, Bulgaria, Czech Rep, Denmark, Finland, France, Germany, Gibraltar, Greece, Holland, Hungary, Liechtenstein, Luxembourg, Monaco, Norway, Poland, Portugal, Romania, Slovak Rep, Spain, Sweden, Switzerland and Turkey (west of the Bosphorus).
- G** Liability for Property in the custody or control of Sub-Contractors but the benefit of this insurance shall not pass to any Sub-Contractor.
- H** Liability under Freight Transport Association conditions of carriage.

## In addition We will pay

### 1 Legal Costs

- (a)** costs and expenses of claimants for which You are legally liable
- (b)** legal costs and expenses incurred with Our written consent

in respect of any claim made against You for loss of or damage to Property.

### 2 Own Goods

for loss of or damage to the following goods (excluding wear and tear) belonging to You or for which You are responsible whilst carried on any Vehicle described in the Schedule:-

- (a)** tarpaulins, sheets, trailer curtains, ropes, webbing straps, packing materials and similar items
- (b)** any other goods (but not containers, flats, demountables, accoutrements to any Vehicles or personal effects) up to a maximum of £10,000 any One Event.

### 3 Expenses

expenses reasonably incurred by You in:-

- (a)** the removal of debris and site clearance of Property damaged whilst in Transit from the immediate area of the site where the damage occurred including disposal costs
- (b)** transferring Property to any other Vehicle following fire, collision, overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection including costs of demurrage
- (c)** reloading onto the Vehicle any Property which has fallen from the Vehicle
- (d)** resecuring the Property where there is dangerous movement of the load in Transit.

### 4 Containers

for loss of or damage to containers and flats (but not demountable bodies) for which You are responsible to the extent of Your liability, provided they are not owned, hired or leased by You, but not exceeding £35,000 per container or flat.

An Excess of £250 applies.

## 5 Consequential or Indirect Loss

for financial loss suffered by a consignor or consignee (other than injury to any person) for which You are legally liable following accidental:-

- (a) loss of or damage to Property for which the Policy otherwise becomes liable
- (b) delay (other than failure to meet an agreed delivery time or date)
- (c) mis-delivery.

For this cover to apply You must contract for the carriage either

- (i) specifically excluding such liability or
- (ii) limiting liability to the amount of Your carriage charges for the Consignment.

We will pay up to £250,000 under this cover for any One Event.

## 6 Personal Effects

up to £500 for loss or damage to driver's personal effects (excluding wear and tear) whilst they are in one of Your Vehicles but We will not pay for clothing, watches or jewellery whilst being worn.

## 7 Common Law

Where a Consignment is carried subject to conditions of carriage, but by court ruling the terms of the conditions as specified in the basis of cover shown to be operative in the Schedule are held not to apply, We will insure You for loss of or damage to Property arising from Your liability at common law.

We will pay up to £250,000 under this cover for any One Event.

## 8 Reinstatement of Sum Insured

We will automatically reinstate the Vehicle Sum Insured as shown in the Schedule and, if applicable, the limit payable under the loss of use extension, from the date of any loss, unless written notice to the contrary is given by Us. You may be required to pay extra premium.

## 9 Temporary Vehicle Substitution

If the Policy is arranged on a specified Vehicle basis, We will insure Property carried in any similar road Vehicle subject to the Policy terms and security requirements when Your Own Vehicle is out of use undergoing repair, maintenance or testing.

## 10 Cabotage

If bases of cover C and F apply We will insure You for all risks of loss or damage to Property carried solely within the individual borders of the following countries –

Andorra, Austria, Belgium, Bulgaria, Czech Rep, Denmark, Finland, France, Germany, Gibraltar, Greece, Holland, Hungary, Liechtenstein, Luxembourg, Monaco, Norway, Poland, Portugal, Romania, Slovak Rep, Spain, Sweden, Switzerland and Turkey (west of the Bosphorus)

– for a sum insured of £50,000 or the Vehicle sum insured if that is less. You must notify Us immediately if Your haulage charges in respect of Cabotage traffic exceed 10% of Your total charges in any one period of insurance.

## 11 Strike and Road Block

We agree to compensate You for financial loss suffered by You (but not by Your customer) directly arising out of unforeseen delay in the ordinary course of Transit of Your Vehicle(s) whilst Your Vehicle(s) are at a standstill due to

- (a) the blocking of public roads, highways, border crossings or ports caused solely and directly by strikes, industrial action, demonstration, riot or civil commotion or avalanche
- (b) the cancellation of scheduled ferry crossings because of adverse weather conditions

within the Territorial Limits shown below.

### **Proviso**

Provided that the financial loss arose through circumstances You could not avoid and the consequences of which You were unable to prevent. In the event of a claim it will be up to You to prove that this proviso was met.

### **Compensation**

Compensation shall be payable at the rate of £300 per day (24 hours) or pro rata per Vehicle up to a maximum of 21 days. We will pay up to £10,000 for One Event and £20,000 in any one period of insurance.

Compensation for the first 48 hours of any delay caused by strikes, industrial action, demonstration, riot or civil commotion, avalanche or the cancellation of scheduled ferry crossings is excluded.

### **Territorial Limits**

England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man, Eire, Austria, Belgium, Denmark, France, Germany, Holland, Liechtenstein, Luxembourg, Norway, Portugal, Spain, Sweden, Switzerland.

Subject otherwise to the terms, conditions and exclusions of the Policy.

The maximum We will pay under this Policy including any extensions clauses or endorsements for One Event shall be the amount shown in the Schedule as the Limit One Event.

# Limitations

- 1 If basis of cover C applies and at the time of any loss or damage, the value of the Property is greater than the Vehicle Sum Insured shown in the Schedule, then We will only pay a proportionate share of the claim. This will be the amount that the Vehicle Sum Insured bears as a proportion to the value of the Property.
- 2 If bases of cover B, E or H apply You will not accept any liability beyond that provided by the Standard Conditions without first obtaining Our approval.
- 3 We will only insure You for theft, pilferage or shortages of the following Property if left unattended and not guarded by You or a responsible able-bodied adult up to £40,000 for any One Event. If the loss is from a Vehicle, the Vehicle Sum Insured shall apply if that is less:-
  - Bottled Spirits
  - Processed tobacco or tobacco products (but not raw leaf)
  - Audio/visual equipment and/or accessories
  - Computer equipment and/or accessories
  - Non-ferrous metals in scrap, sheet, bar, ingot or similar (but not component) form.

The above limitation will not apply if such Property is carried unknowingly:-

(i) in sealed containers

or

(ii) as part of a groupage load.



# Extensions

These only apply if shown in the Schedule.  
Subject otherwise to the terms and conditions of the Policy.

## 1 Household Removals

Your Policy is extended to insure You for household removals in accordance with the bases of cover shown to be operative in the Schedule.

## 2 Livestock

We will insure You for death, loss of or injury to livestock whilst being loaded onto, carried by or unloaded from any Vehicle described in the Schedule anywhere in Great Britain by either:-

(a) fire

or

(b) accidental means

or

(c) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp.

Additional conditions:-

(i) any Vehicle used must be constructed specifically for the safe carriage of livestock

(ii) the loading and unloading operations are done under adequate supervision and by means of a specially constructed ramp.

We will pay up to £1,000 for any one animal.

The exclusion of living creatures in Exception 2(a) does not apply to livestock.

## 3 Loss of Use

This extension applies to those Vehicles operated by You to which this Policy applies which are comprehensively insured by You under a motor or other policy. If any of these Vehicles are out of use as a result of fire or accidental damage whilst being used by You and loaded with at least one Consignment, We will pay for:-

(a) the cost of actual hiring of a replacement Vehicle of similar type and carrying capacity to Your own

or

(b) hiring charges payable to Your principal for which You are legally liable, provided Your principal sustains a financial loss and makes a claim against You

or

(c) normal hire purchase payments that are still due in respect of the damaged Vehicle, although a replacement is not required.

Weekly payments will be covered by Us until Your Vehicle is returned to You following repair, or until a replacement is purchased, subject to a maximum period of five weeks. Your claim must be reported to Us within three days of the loss or damage.

We are not responsible for

(i) the first three days of any period for which payment becomes due under this extension

(ii) fire or accidental damage occurring outside England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and Eire

(iii) 20% of any claim

(iv) fire or accidental damage caused directly by theft or attempted theft of the Vehicle.

Please refer to the Schedule to see the maximum weekly payments.

## 4 Deterioration

Exception 2(d) is deleted and We will pay for the deterioration of Property conveyed in frozen, chilled or insulated condition but:-

(a) the refrigeration equipment and Vehicles must be maintained and used in accordance with manufacturers' instructions and recommendations and must be capable of maintaining the Property at the temperature specified by the consignor or consignee

(b) deterioration caused by delay is not insured unless the delay arises as a result of fire, accident (but not breakdown) to the conveying Vehicle or theft or attempted theft

(c) in the event of any occurrence which may give rise to a claim under this Policy You should immediately contact the Claims Helpline.

## 5 Trailers

We will insure You for loss of or damage to trailers or semi-trailers owned, leased to or hired in by You.

We will not pay for:-

- (a) wear and tear, scratching, bruising, denting, mechanical or electrical breakdown or damage to tyres unless caused by a road accident
  - (b) theft of any trailer or semi-trailer whilst detached from the prime mover unless
    - (i) it is left in attended or Enclosed Premises
- or
- (ii) it is fitted with an immobiliser approved by Us, which is put into effective operation.

The basis of claims settlement is market value.  
This is the most We will pay.

# General Exclusions

These exclusions apply to the whole policy –

**1** The Policy does not cover any loss or damage to Property directly or indirectly caused by or arising from:-

- (a)** pressure waves caused by aircraft or other aerial devices
- (b)** ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
- (c)** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- (d)** war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- (e)** delay – except as provided in the Consequential or Indirect Loss cover, the Strike and Blockade cover, Extension 4 – Deterioration, or under Article 23(5) of the C.M.R. Convention.

**2** The Policy does not cover:-

- (a)** loss of or damage to money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes), stamps, watches, precious stones, jewellery, bullion, nuclear fuel, nuclear waste or loss or death of or injury to living creatures
- (b)** any consequential or indirect loss which exceeds the carriage charge made by You to carry the Consignment, except as provided in the Consequential or Indirect Loss cover
- (c)** natural deterioration
- (d)** the deterioration of Property conveyed in frozen, chilled or insulated conditions due to:-
  - (i)** faulty stowage
  - (ii)** incorrect setting or operation of the equipment
  - (iii)** variations in temperature

unless directly caused by fire, accident (but not breakdown) to the conveying Vehicle, theft or attempted theft.

**3** Under the C.M.R. Convention We will not be responsible for claims arising from:-

- (a)** Article 7(3) – omission from the Consignment note of reference to the convention
- (b)** Article 21 – collection of cash on delivery payments
- (c)** surrender of right of recourse under Article 37 by virtue of the liberty granted under Article 40
- (d)** undertakings given under Article 24 (values in excess of 8.33 SDRs per kilogram) or Article 26 (special interest)
- (e)** delay except as provided under Article 23(5)
- (f)** confiscation, requisition, destruction or damage ordered by any government or other officials or authorities, or the consequences of inadequate or inaccurate documentation.

**4** This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing, irrespective of ownership possession or use and whether occurring before, during or after the Year 2000

- (i)** correctly to recognise any date as its true calendar date
- (ii)** to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii)** to capture, save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

# General Conditions

It is a condition of the Policy that You comply with the following procedures –

## 1 Observance of Terms

It is a condition precedent to any liability on Our part under this Policy that the terms of the Policy so far as they relate to anything to be done or complied with by You shall be duly and faithfully observed.

## 2 Material Facts

You shall give immediate notice to Us of any facts which materially alter the risk insured in this Policy.

## 3 Your Duty Of Care

You must take all reasonable care to prevent/ minimise loss or damage including the maintenance of security precautions. You must also take reasonable care when employing drivers or selecting Sub-Contractors and ensure that all rights against Sub-Contractors, bailees or other third parties are properly preserved and exercised.

## 4 Premium Adjustment

If Your premium is adjustable, We collect a deposit premium from You based on estimates You supply, as shown in the Schedule. Annually You then have to provide a declaration of the actual figures for the last period of insurance as soon as possible after renewal date. The premium for such period is then adjusted subject to the minimum premium shown in the Schedule.

If You fail to supply the figures We shall be entitled to charge reasonable additional premium in respect of that period of insurance.

You agree to keep accurate records of all figures which are subject to adjustment and, if We ask, You must provide an auditor's certificate to support the figures provided.

## 5 Cancellation

### Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address. Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported Us during the current Period of Insurance

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

### Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on your Policy schedule.

**This right does not apply at the first or any subsequent renewal of the Policy.**

Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

## 6 Policy Administration Fees Condition

We may charge You an administration fee if We

- make any changes to the Policy on Your behalf
- agree to cancel the Policy, or
- are requested to print and re-send the Policy documents to You.

We will not make a charge without informing You.

## 7 Other Insurances

If at the time of a claim there is any other insurance arranged by You or on Your behalf, covering anything insured under this Policy, We shall be liable only for a proportionate share.

If the other insurance is more specific, then this Policy will only apply after the other insurance has been exhausted.

## 8 Fraud

If You or anyone acting for You:

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

We will:

- a) refuse to pay the claim;
- b) declare the Policy void, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

## 9 Law and Jurisdiction

This insurance shall be subject to the exclusive jurisdiction of the English Courts and to English law.

## 10 Instalments Clause

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice.

If the premium on this Policy is payable by the Company's Budget Plan and during the current period of insurance:

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full. In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount.

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on your behalf.

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation.

# Claims Conditions and Procedures

It is a condition of the Policy that You comply with the following procedures –

## 1 Notification of Claims

In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately

- (a) either contact AXA by telephone with full particulars of the loss or damage or give written notice with full particulars to Us including supporting documents and proofs
- (b) forward to Us upon receipt every letter, claim, writ, summons or process
- (c) tell the police if there has been a theft, attempted theft or criminal damage.

## 2 Claims Control

- (a) No admission, offer, promise, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.
- (b) We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at Our own expense and for Our benefit any claim for indemnity or damages or otherwise.
- (c) We shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- (d) You shall give all information and assistance that We may require.
- (e) We have the right to take possession of Property insured under this Policy which is affected by a claim. You or Your Sub-Contractors cannot abandon Property to Us.

# Special Clauses

These only apply if shown in the Schedule.

## **A Overnight Theft Restriction**

This Policy does not cover theft or attempted theft from any unattended Vehicle between 9 pm and 6 am unless it is secured at all points of access and is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance. It will be up to You to prove that any theft or attempted theft occurred before 9 pm or after 6 am.

## **B Forcible Entry to Vehicle Restriction**

This Policy does not cover theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle.

## **C Immobiliser Requirement**

You must ensure that all Your Vehicles are fitted with a key operated immobiliser approved by Us, and that whenever the Vehicles are left unattended the immobiliser is put into operation.

## **D Alarm Requirement**

You must have Your Vehicles fitted with an alarm approved by Us. The alarm system must always be switched on and operational when the Vehicles are left unattended. You must have the alarm system regularly serviced and maintained by a qualified person approved by Us. You must not make any alterations to the alarm system without Our agreement.

## **E Never Left Unattended and Guarded Requirement**

When Vehicles are carrying Property You must ensure that they will not be left unattended and will always be guarded by You or a responsible able-bodied adult.

## **F Exclusion of Overnight Theft Cover**

This Policy does not cover theft or attempted theft from any unattended Vehicle between 9 pm and 6 am. It will be up to You to prove that any theft or attempted theft occurred before 9 pm or after 6 am.

## **G Exclusion of Theft Cover in London**

This Policy does not cover theft or attempted theft which occurs within the perimeter of the M25.

## **H Sub-Contractors**

If You pass Property on to a Sub-Contractor and there is then a claim for loss or damage to Property, You should direct the claim against the Sub-Contractor.

# Precautions

You have been wise to insure, but if a claim occurs You and Your customers might still suffer some inconvenience. Below are some points to remember in protecting Your Vehicle and load:-

- Drivers should be instructed to put any alarm/ immobiliser into operation and to lock all doors and take the keys with them if they leave the Vehicle unattended – even for a minute.
- Detached trailers should be protected by king-pin locks to prevent unauthorised hitching.
- Drivers should be instructed to deliver only to designated delivery points. If at delivery point someone suggests a different delivery point, this should be confirmed with You or the customer. Theft by deception in such circumstances is common.
- If You operate under Conditions of Carriage You must notify Your customer by providing them with a copy prior to doing any work for them. You cannot limit Your liability in the event of a loss unless You do so.
- Before You employ Sub-Contractors You should check that they are reliable, and You should obtain their written confirmation that they accept full responsibility for the Property You pass on to them and have adequate insurance cover in force in line with Your own.



# Making a Complaint

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

If Our service does not meet Your expectations We want to hear about it so We can try to put things right.

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response.

## How to make Your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively You can write to Us at

### AXA Insurance complaints:



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

### All claims complaints:



Telephone: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When You make contact please tell Us the following information:

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

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

## Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision.

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action.

### The Financial Ombudsman Service



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



Telephone: **0800 023 4567\***  
or **0300 123 9123\*\***  
Fax: **0207 964 1001**



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

Website: **www.financial-ombudsman.org.uk**

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

## **Our promise to You**

We will

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

Telephone calls may be monitored or recorded.

## **Financial Services Compensation Scheme (FSCS)**

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

**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact your insurance adviser.

**[www.axa.co.uk](http://www.axa.co.uk)**

