



Octane
L O N D O N M A R K E T

MOTOR FLEET

INSURANCE POLICY DOCUMENT

WELCOME

THANK YOU FOR CHOOSING OCTANE LONDON MARKET FOR YOUR MOTOR INSURANCE.

Octane London Market is a trading name of Prestige Underwriting Services Limited who are authorised and regulated by the Financial Conduct Authority, FRN 307105.

Octane London Market Motor Insurance **Policy** is underwritten by AXA Insurance UK plc. AXA Insurance UK plc, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312.

Registered Address 20 Gracechurch Street, London EC3V 0BG
Registered in England and Wales no.78950

24 HOUR ACCIDENT REPORTING LINE

08000 327 327

You can call our Claim Line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help and advice and progress your claim as fast as possible. We will be able to arrange recovery of your vehicle and validate your claim to allow repairs to commence immediately via our Repairer Network.

THE CONTRACT OF INSURANCE

This is a contract between **you** and **us**. Please read this document in conjunction with **your certificate of motor insurance** and **schedule** very carefully. If they are incorrect in any way, please tell **us** immediately.

We will insure **you**, provided that **you** pay the premium and subject to the terms, conditions, provisions and exceptions of this insurance against loss, damage or legal liability which may occur during any **period of insurance**.

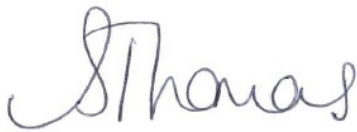
This contract is entered into on the basis that **you** have taken all reasonable care to answer all questions asked honestly, accurately and to the best of **your** knowledge and that any other information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance is also complete and has been given honestly and to the best of **your** knowledge and belief. The information that **you** have given to **us** is shown on **your** signed **proposal** form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance. **You** must therefore ensure that all information given to **us** is accurate. Failure to do so may invalidate **your** insurance.

If there are any changes to the facts presented in arranging this insurance **you** must inform **us** immediately. Amendments to this contract must be made and agreed in writing.

Nobody other than **you** (the **Insured**) and **us** (Octane London Market on behalf of AXA) has any rights that they can enforce under this contract except for those rights that they have under Road Traffic law in any country in which this insurance applies.

Unless **we** have agreed differently, this **policy** is subject to the law of England and Wales.

Kind Regards,



Santina Thomas, Head of Fleet, Octane London Market.

Registered office:
Alexander House
Honywood Road
Basildon, Essex
SS14 3DS

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GENERAL DEFINITIONS AND INTERPRETATION

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face.

Accessory/Accessories

This includes spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to **Your Insured Vehicle** and have no independent power source.

Articulated Vehicle

A goods carrying **vehicle** made up of a power unit and one semi-trailer.

Certificate of motor insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance

Commercial Vehicle

A **vehicle** which is manufactured and used for the carriage of goods.

Endorsement

An amendment to the terms of this insurance.

Excess

Excess means **your** contribution towards the payment of any claim in respect of each **Insured vehicle**.

Hazardous goods

Goods covered by the following regulations

1. The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
2. The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

Or any update or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

Insured/you/your

The person(s) or entity named in the **Schedule** as the **insured**. In addition, any other named person and any person permitted by the current **certificate of motor insurance** to drive or use the **vehicle**.

Insured section

Insured section means a section of this **Policy** that forms part of the insurance contract but only if made effective by the "Cover" stated in the **policy schedule**.

Insured vehicle

The **Insured vehicle**, the details of which and registration number of which have been notified to and accepted by **us** in writing. **Insured vehicle** includes accessories as defined above. The **Insured vehicle** is the subject matter of this contract of insurance.

Insurer/We/Us/Our

Octane London Market on behalf of AXA Insurance UK plc

GENERAL DEFINITIONS AND INTERPRETATION CONTINUED

Market value

The cost of replacing the **insured vehicle** as far as may be practical with a **vehicle** of similar make, model, age and condition (including similar mileage). In order to determine the **market value** we will use Industry Valuation Guides. If no such guide exists **we** will rely upon an independent valuation by an assessor or engineer of **our** choice. In the case of a Motor Trade **Policy**, **market value** means Trade **Market value**

Minibus

Any motor **vehicle** constructed or adopted to carry more than 8 (eight) but not more than 16 (sixteen) passengers in addition to the driver.

Period of insurance

Period of insurance means the length of time covered by this insurance as shown on the **schedule** and **Certificate of Insurance**.

Policy

Policy means this document, the **schedule** and any **endorsements** attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in **bold** type face on any of these documents will bear the specific meaning stated in these definitions.

Private Car

A private passenger **vehicle** with a maximum passenger carrying capacity of 9 persons including the driver, either owned by or registered to a private individual.

Private Hire

A car licensed by the local authority to be used for **private hire** for the carrying of passengers for hire or reward.

Public Hire

A car licensed by the local authority to be used under a taxi or hackney carriage licence for the carriage of passengers for hire or reward.

Property

Property means any tangible **Property** other than the **insured vehicle(s)**, including animals.

Proposal

Proposal means an application to purchase motor insurance and the provision of any information relevant to such application supplied by or on behalf of the **Insured**, in written form, prior to inception or renewal of the **policy**. Such information is deemed to include the completed **proposal** form or Statement of Fact and medical questionnaire, if applicable, and other relevant information that the **Insurer** may require when considering the application or renewal thereof.

Road

Road means any place that would be held to be a **Road** for the purposes of any compulsory motor insurance legislation operative within the **Territorial limits** defined in this **policy**.

Road Traffic Acts

Road Traffic Acts means all acts, laws or Regulations which govern the driving or use of any motor **vehicle** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

GENERAL DEFINITIONS AND INTERPRETATION CONTINUED

Schedule

The document which gives details of the **Insured, period of insurance, endorsements** applicable, **excess(es)** and the cover provided by this insurance.

Special Type

Any motor **vehicle** constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

Taxi cab

A purpose built **vehicle** having a separate compartment for the driver and passengers and not licensed to carry more than 7 (seven) passengers.

Territorial limits

Territorial limits means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.

Terrorism

An Act including but not limited to the use of violence and/or threat thereof 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, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Trailer

A **trailer**, semi-**Trailer** or container used for goods carrying and constructed to be towed by a motor **vehicle**.

Vehicle

The car(s), motorcycle(s) or **commercial vehicle(s)** described in the **Schedule** and current **certificate of motor insurance**.

SUMMARY OF COVER

The cover provided is shown in the current **schedule** that determines which **insured sections** of this **policy** apply. Clauses 5 – 8 apply to all **insured sections**.

| COVER | INSURED SECTIONS |
|----------------------------|---|
| Comprehensive | All insured sections and clauses. |
| Third Party Fire and Theft | Insured sections 1, 2 (but loss or damage solely in respect of Fire or Theft) and 3. |
| Third Party Only | Insured sections 1 and 3. |
| Fire and Theft Only | Insured section 2 (but loss or damage solely in respect of Fire or Theft). |

SECTION 1 – LEGAL LIABILITY TO OTHERS

1.1 LIABILITY COVER

We will insure **you** for all amounts which **you** may be legally liable to pay to any third party for damages and claimant's costs in respect of death or bodily injury to any person; and for damage to any **Property** resulting from an accident involving the **Insured vehicle**, including loading or unloading. **We** will also indemnify:

- o at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **Insured vehicle**;
- o the owner of the **Insured vehicle** as though they were the **Insured**;
- o following the death of anyone covered under this insurance, that person's legal representative for any liability incurred by that person.

1.2 LIABILITY COSTS AND EXPENSES

If **We** think it is necessary **We** will pay:

1.2.1 Defence expenses

legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this insurance.

1.2.2 Fatal inquiry expenses

solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident.

1.2.3 Manslaughter defence expenses

legal expenses in respect of any proceedings taken against a person covered under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

1.2.4 Other costs

any other costs and expenses which **We** agree in writing.

1.3 EMERGENCY MEDICAL TREATMENT COSTS

We will indemnify **you** for liability under the **Road** Traffic Acts or any other legislation applicable to motor insurance for emergency treatment fees arising out of an accident.

1.4 EXTENSIONS TO LIABILITY COVER

1.4.1 Principals

In the same terms in which **We** insure **you** under this section, **We** will extend cover to include any liability assumed by **you** in connection with the **Insured vehicle** under any contract with a principal, provided that:

- o we shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the Principal or his servants or agents;
- o such Principal is not entitled to indemnity under any other Insurance; and
- o we shall have the sole conduct of any claim arising under the terms of this Section.

SECTION 1 – LEGAL LIABILITY TO OTHERS CONTINUED

1.4.2 Third party contingent liability

In the same way as **We** insure the **Insured vehicle** under this section **We** will also insure **you** when, without **your** knowledge or consent, **your** employee is using a **vehicle** other than **your vehicle** for **your** business, but **We** will not insure **you** if there is any other insurance covering the same liability.

1.4.3 Towing

We will indemnify the **Insured** for liability arising from an accident caused by the towing of a **Trailer** or disabled mechanically propelled **vehicle** by the **Insured vehicle** except that **We** shall not be liable:

- o for damage to the **Trailer** or disabled mechanically propelled **vehicle** being towed nor for any load carried in or on it;
- o if the disabled mechanically propelled **vehicle** is being towed for hire or reward.

1.4.4 Trailers

We will indemnify the **Insured** for liability arising from an accident involving a **Trailer** owned by or in the custody or control of the **Insured** when detached from the **Insured vehicle** and out of use but remaining on the **Insured**'s premises or while temporarily detached from the **Insured vehicle** during the course of a Journey.

1.4.5 Unauthorised movement

We will extend the cover provided by this section to include any legal liability for death, bodily injury or damage to **Property** arising out of the moving aside, with or without the authority of the owner, of an obstructing **vehicle** if the position of this **vehicle** prevents the legitimate passage or the loading or unloading of the **Insured vehicle(s)**. This cover only applies while the obstructing **vehicle** is being driven by **you** or **your** partner, director or employee.

1.4.6 Cross Liabilities

We will cover **you** in the terms of the Section 1- Legal Liability to others, for each **Policyholder** described in the **Schedule** in respect of any claim made by any of them against each other, as if the other was not **Insured** under this **Policy**.

1.5 LIABILITY LIMITATIONS AND EXCLUSIONS

1.5.1 Cumulative limit of indemnity – property damage private car.

The most **We** will pay in costs for any one **Property** damage claim or series of claims arising out of one event is £20,000,000.

1.5.2 Cumulative limit of indemnity – property damage any other vehicle

The most **We** will pay in costs for any one claim or series of claims arising out of one event is £10,000,000

1.5.3 Costs – property damage claims

The most **We** will pay in costs for any one **Property** damage claim or series of **Property** damage claims arising out of any one event is £5,000,000.

1.5.4 Cumulative limit of indemnity – hazardous goods

In the event that an endorsement to this **Policy** has granted any cover for the carriage of hazardous goods, the most we will pay in costs for any one **Property** damage claim or series of claims arising out of one event is £2,000,000.

1.5.5 Fines, penalties

This insurance does not cover liability for fines, penalties, punitive or exemplary damages.

1.5.6 Injury from employment

This insurance does not cover liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **Insured** section 1, except in so far as may be required by the **Road** Traffic Acts or any applicable UK or EU law or directive.

1.5.7 Injury to the driver

This insurance does not cover liability for the death of or bodily injury to any person driving the **Insured vehicle** or in charge of it for the purpose of driving it.

1.5.8 Loading and unloading an insured vehicle

This insurance does not cover liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- o bringing of the load to the **Insured vehicle** for loading thereon by anyone other than the driver or attendant; or
- o taking away of the load from the **Insured vehicle** after unloading by anyone other than the driver or attendant.

1.5.9 Property owned or in custody

This insurance does not cover liability for loss of or damage to:

- o any premises belonging to or occupied by the **Insured** or any other person entitled to or claiming indemnity under this **Insured** section 1 or any fixtures and fittings therein;
- o any other **Property** owned by or in the custody or control of the **Insured** or any other person entitled to or claiming indemnity under this **Insured** section 1;
- o any **Property** or load being conveyed by the **Insured vehicle** or any **Trailer** owned by or in the care of the **Insured** or any other person entitled to or claiming indemnity under this **Insured** section 1;

except in so far as may be required by the **Road** Traffic Acts but in any event not for any amount more than the minimum requirements thereunder.

1.5.10 Unlicensed drivers

We will not be liable under this section of the **Policy** unless the driver has a valid licence and is not disqualified from holding such licence unless the **Insured vehicle** is being driven under circumstances where a licence is not required by law.

1.5.11 Process of manufacture

This insurance does not cover liability for death, injury or damage caused by or in connection with **Property** on which **you** have carried out any process of manufacture, construction, alteration, repair or treatment.

1.5.12 Explosion of pressurised container

This insurance does not cover liability for death, injury or damage resulting from the explosion of any pressurised container which is part of plant attached to **your vehicle** except in so far as may be required by the **Road** Traffic Acts.

1.5.13 Terms of the policy

This insurance does not cover liability for death, injury or damage caused by any person who does not keep to the terms of this **Policy** as far as they apply.

SECTION 2 – LOSS OR DAMAGE TO THE INSURED VEHICLE

2.1 LOSS OR DAMAGE COVER

If the **Insured vehicle** is lost, stolen or damaged by:

- o accidental damage including malicious damage or
- o fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or
- o theft or attempted theft excluding obtaining **Property** by deception; or
- o frost;

then **We** will pay at **Our** option:

- o the reasonable cost of repairing any damage to the **Insured vehicle** within its **Market value**; or
- o the **Market value** if the **Insured vehicle** is damaged beyond economical repair; or
- o the cost of replacing the **Insured vehicle**, or any part of it which has been lost or damaged, with one of a similar type and in similar condition; and
- o the reasonable costs of protection and removal of the **Insured vehicle** to the nearest suitable repairers if it is disabled as a result of the damage; and
- o the reasonable cost of delivery to the **Insured** in the United Kingdom, the Channel Islands or the Isle of Man after repair.
- o the cost of storage of the **Insured vehicle** incurred with **Our** written consent.

A maximum indemnity limit applies for the **Insured vehicle** of £300,000 less the **Policy excess**.

We will only pay up to £1,000 after deducting the **excess** shown on **your schedule** for any one claim for loss of or damage to permanently fitted audio visual communication and guidance equipment that was not fitted as a standard accessory to **your vehicle** at the time of the **vehicle** manufacture.

2.2 LOCK REPLACEMENT

If the **Insured vehicle** is covered for comprehensive benefits, then in the event of the keys or lock transmitter being lost or stolen and provided that the loss has been reported to the police, **We** will pay up to £500 (after deduction of any **excess**) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter, central locking interface and the reasonable cost of storage of the **Insured vehicle** (incurred with **Our** written consent).

2.3 LOSS OR DAMAGE LIMITATIONS AND EXCLUSIONS

2.3.1 Cumulative limit of indemnity

This **Insured** section 2 does not cover any amount in **excess** of £2,000,000 in connection with any occurrence or series of occurrences arising out of any one event.

2.3.2 Damage to tyres

This **Insured** section 2 does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the **Insured vehicle**.

2.3.3 Deception

This **Insured** section 2 does not cover any loss suffered through the obtaining of **Property** by the offence of fraud by false representation or by use of counterfeit or irredeemable form of payment.

SECTION 2 – LOSS OR DAMAGE TO THE INSURED VEHICLE CONTINUED

2.3.4 Diminution in value

This **Insured** section 2 does not cover any reduction in value following repair of the **Insured vehicle**, or following theft.

2.3.5 Excess

This **Insured** section 2 does not cover the first part of each claim (the **excess**) as shown under **endorsements** added to the **Schedule**.

2.3.6 Loss of use

This **Insured** section 2 does not cover loss of use of the **Insured vehicle**, or any other loss or damage other than expressly and specifically **Insured** under **Insured** section 2.

2.3.7 Mechanical or electrical breakdowns

This **Insured** section 2 does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

2.3.8 Obsolete Spare Parts Clause

This **Insured** section 2 does not cover any amount more than the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.

2.3.9 Electronic, communications and sound reproducing equipment

This **Insured** section 2 does not cover loss of or damage to electronic, communications and sound reproducing equipment unless they were permanently fitted to **Your Insured Vehicle** and have no independent power source.

2.3.10 Security / immobiliser / keys

This **Insured** section 2 does not cover loss of or damage to the **Insured vehicle** arising from theft or attempted theft unless all of the following applies:

- o the **Insured vehicle** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when the **Insured vehicle** is parked and unattended;
- o the immobiliser fitted by the **vehicle** manufacturer or fitted, at **Our** insistence, post manufacture has not been maintained in working order at all times and has not been activated when the **Insured vehicle** is parked and unattended;
- o the keys or other device which unlocks the **Insured vehicle** have been left in or on the **Insured vehicle** or not removed to a safe and secure place.

2.3.11 Wear and tear

This **Insured** section 2 does not cover wear and tear or depreciation or that part of the cost of repair which improves the **Insured vehicle** beyond its condition at the time of the loss or damage.

2.3.12 Repossession

This **Insured** section 2 does not cover loss resulting from repossession or restitution of **your vehicle** to its rightful owner.

SECTION 2 – LOSS OR DAMAGE TO THE INSURED VEHICLE CONTINUED

2.3.13 Broken glass

If **you** have Comprehensive cover and **you** claim for broken glass in **your** windscreen or windows **We** will not pay more than the sum **Insured** shown in the **Schedule** and an **excess** will apply as shown in the **Schedule**. However, the **excess** will not be applied if the damage is repaired, instead of the glass being replaced.

2.3.14 Unauthorised taking

This **Insured** section 2 does not cover loss of or damage to the **Insured vehicle** arising from the **vehicle** being taken by a person:

- o who is not permitted to drive under the **certificate of motor insurance** or is excluded by **endorsement**; or
- o a member of **your** family or household or in a close personal relationship with **you** or a member of **your** family or household.

2.3.15 Misfuelling

This **Insured** section 2 does not cover loss or damage caused by an inappropriate type of fluid type or grade of fuel being used.

2.3.16 Remote Control Devices

No cover is given under this section for loss or damage to any remote Control Device associated with the **Insured Vehicle** unless forming part of loss or damage incurred by the **Insured Vehicle** in the same incident.

2.3.17 Electric vehicles

If **your vehicle** is lost or damaged and uses a battery or batteries for electric or hybrid power **We** may be required to make **Our** payment to the owner of the battery or batteries if the battery is leased or hired.

In addition, **We** will pay for the loss of or damage to:

1. your detachable electric **vehicle** charging cables, adapters and connectors
2. your electric **vehicle** charger
3. the electric **vehicle** home charger the **Property** of **your** employee at **your** request
4. the battery of an electric **vehicle**, including as a result of a power surge whilst charging, irrespective of any loss or damage to **your vehicle** itself.

You will not be responsible for the **excess** stated under **your Schedule** for each and every claim under 1, 2 and 3 above.

We will not pay for loss of or damage to an electric **vehicle** charger:

- a) at **your** employee's permanent domestic residential address unless **you** have provided that employee with an electric **vehicle**
- b) unless it has been installed, inspected or modified by an officially approved installer
- c) if it is not appropriate for **your vehicle** and is not used in accordance with the manufacturers' recommendations
- d) if any other insurance is in place elsewhere.

2.3.18 Take reasonable precautions

You must take all reasonable precautions to maintain the **Insured vehicle** and/ or **Trailer** in a **Roadworthy** condition and protect it from damage and/or loss.

SECTION 2 – LOSS OR DAMAGE TO THE INSURED VEHICLE CONTINUED

2.3.19 Having a valid MOT Certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **Insured vehicle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) all cover under this **Insured** section 2 is cancelled and of no effect.

2.3.20 Standard accessories or spare parts

For the purposes of this **Insured** section 2 any standard accessory, spare part, component, or non standard part which has been agreed by **us** and which is fitted to the **Insured vehicle** shall be treated as part of it.

2.3.21 Replacement parts

We may at **Our** option fit replacement parts which have not been made by the **vehicle's** manufacturer but which are of a similar standard.

2.3.22 Hire purchase/Lease agreement

If to **Our** knowledge, the **Insured vehicle** is the subject of a hire purchase or other credit purchase agreement or any funding facility notified to **Us** by the intermediary, payment in respect of the total loss of the **Insured vehicle** under this **Insured** section 2 shall be made to the legal owner whose receipt shall be a full and final discharge of **Our** liability in respect of such loss or damage.

2.3.23 VAT

We will not pay VAT if **you** are VAT registered.

2.3.24 Fixtures, Fittings and Contents

We shall not be liable for

- a) any loss or damage caused by fire or explosion or otherwise, attributable to any lighting, heating or cooking apparatus
- b) any liability arising out of the use of any fixtures, fittings or contents
- c) loss of or damage to contents other than the fixtures and fittings supplied by the makers and permanently fixed to the **Insured vehicle**. **We** shall only be liable for such fixtures and fittings if the **Insured vehicle** is damaged as a result of an accident, fire or theft at the same time.

SECTION 3 – GEOGRAPHICAL LIMITS AND FOREIGN USE

3.1 GEOGRAPHICAL LIMITS AND FOREIGN USE COMPULSORY COVER

We will provide insurance as set out in the **Policy, Schedule** and the Certificate of Motor Insurance in or travelling between Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

In accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while the **Insured vehicle** is in:

- o any country which is a member of the European Union; or
- o any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

There is no automatic full **Schedule** cover. If before departure **you** notify us, obtain **Our** agreement and pay any additional premium **We** require, **We** may extend this **Policy** to provide the same cover shown in **your Policy Schedule** while the **Insured vehicle** is in:

- o any country which is a member of the European Union; or
- o any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives, or
- o any country for which **We** agree to extend full **Schedule** cover but limited to those countries covered by the International green card system.

We will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **Insured vehicle** preventing its return to the United Kingdom.

SECTION 4 – LIMITATIONS AND EXCLUSIONS

4.1 ALL INSURED SECTIONS

We shall not be liable for:

4.1.2 Use and Driving

any loss or liability whilst the **Insured vehicle** is:

- o being used for any purpose not permitted by the **certificate of motor insurance**
- o being driven by any person not permitted by the **certificate of motor insurance** or any **endorsement**

4.1.3 Aircraft and aircraft sites

any loss or liability caused by, attributable to, or arising from the presence of the **Insured vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

4.1.4 Aircraft travelling at supersonic speeds

loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4.1.5 Carriage of hazardous goods

any liability, injury, loss or damage while the **Insured vehicle** is being driven or used for the carriage of **hazardous goods**.

4.1.6 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to **Property** or of the **Insured vehicle(s)** by order of any Government or Public or Local Authority.

4.1.7 Contractual liability

any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

4.1.8 Earthquake

any liability, injury, loss or damage caused by earthquake.

4.1.9 Nuclear hazards

any loss or liability caused by, attributable to, or arising from;

- o ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or
- o the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4.1.10 Pollution

any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to **Property** directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of insurance**.

SECTION 4 – LIMITATIONS AND EXCLUSIONS CONTINUED

all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

4.1.11 Racing

any accident, injury, loss or damage occurring while the **Insured vehicle** is being used on the Nurburgring Nordschleife or for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

4.1.12 Riot or civil commotion

any liability, injury, loss or damage caused by riot occurring outside England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

4.1.13 Unlicensed use

any liability, injury, loss or damage while the **Insured vehicle** is being driven or used by anyone who:

- o does not hold a licence to drive the **Insured vehicle**; or
- o has held but is currently disqualified from holding or obtaining such a licence; or
- o does not fully comply with the conditions of their driving licence; or
- o does not hold a Hackney Carriage or **Private Hire** licence where required.

4.1.14 Drink and drugs

any liability, injury, loss, damage or consequential loss arising out of the **Insured vehicle** being driven by any person who, **We** are satisfied, was at the time under the influence of any substance that would be considered an offence under the relevant law applicable to the driving of **vehicles** except as is required to meet the minimum requirements of such law.

4.1.15 Unsafe load

any accident, injury, loss, damage or liability caused or incurred whilst:

- o the load in or on the **Insured vehicle** is being conveyed in an unsafe manner;
- o the **Insured vehicle** is conveying a load greater than that for which it was constructed or more than the maximum carrying capacity as advised to us.

4.1.16 Terrorism or war

any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

4.1.17 Deliberate acts

any loss, damage or liability caused deliberately by **you** or by any person who is driving the **Insured vehicle** with your permission.

4.1.18 Foreign Use

any liability, loss or damage that occurs outside of the **Territorial limits** of this **Policy** (apart from the minimum cover required by law) unless extended under the terms of **Insured** section 3 of this **Policy**.

SECTION 5 – IN THE EVENT OF A CLAIM OR POTENTIAL CLAIM

5.1 CLAIM NOTIFICATION

After any accident, bodily injury, loss, theft or damage happens to you, **your vehicle** or anyone else **you** must immediately contact **Our** 24 hour claims helpline. This is regardless of whether **you** wish to make a claim under the **Policy**. Delay in notifying **Us** of an incident may increase claim costs, which **you** will become liable to pay. It may also invalidate **your** right to claim.

You will need to provide **Us** with the following information:

- o your **Policy**/certificate number;
- o your personal details and those of the driver;
- o the date, time, location and full circumstances of the incident;
- o details of any other persons, **vehicles** or **Property** involved in the incident;
- o details of any injuries sustained in the incident;
- o if **you** are reporting the theft of **your vehicle** any crime reference given to **you** by the police when **you** reported the theft to them.

You or any other person claiming under this insurance must immediately:

- o give **Us** full details of any incident;
- o inform the police immediately if **your** car or its contents are stolen and provide **Us** with the crime reference number;
- o send to **Us** immediately all communications from other people involved which must not have been replied to;
- o give **Us** all the information and help **We** need.

You must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to **Us** immediately upon receipt.

You must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.

The police must be notified immediately of loss or damage caused by theft or attempted theft or criminal damage.

5.2 CLAIM PROCEDURE

You must give all information and assistance **We** or the police may require in connection with any claim within.

No admission of liability or offer or promise of payment shall be made without **Our** written consent.

We will handle, oversee and have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.

We will be permitted to take proceedings at **Our** own cost to recover the amount of any payment made under this insurance in the name of the **Insured** or other person to whom payment has been made.

If **We** ask to examine driving licences and **vehicle** documentation before agreeing to settle a claim under this **Policy** **you** must supply this documentation before **We** can proceed with the settlement

SECTION 6 – GENERAL TERMS AND CONDITIONS

6.1 ADMINISTRATION FEES

Please note that for;

- o **Policy** arrangement at Inception & Renewal a £100 plus Insurance Premium Tax administration fee will apply.
- o mid-term adjustments where there is a change in premium a £25 plus Insurance Premium Tax administration fee will apply. For Quarterly debited policies the combined fee for each quarter will be capped at £125 plus insurance premium tax.

6.2 TERMINATION OR CANCELLATION OF COVER

If **you** are an individual or sole trader (including a partnership in England or Wales) **you** have a right to cancel within a 14 day reflection period and receive a return of any premiums less the cancellation admin fee (refer to point 6.3).

Other than when **Our** fraud condition applies **We** may cancel this **Policy** by giving seven days notice by recorded delivery to **your** last known address or another durable medium. If there have been no claims or incidents likely to give rise to a claim in the current **Period of insurance you** would normally be entitled to a pro-rata return of premium. If there have been claims or incidents likely to give rise to a claim **We** reserve the right to withhold any return premium.

If **you** cancel the **Policy you** may be entitled, upon cancellation, to a return premium which will be calculated against the current **vehicle Schedule** at cancellation less the short period charge noted in the below table (Short Period Cancellation table). However, in the event that any claim or incident has been reported or is in the process of being reported to the **Insurer** during the **Period of insurance** there will be no return of Premium.

| PERIOD OF COVER ELAPSED (UP TO) | REFUND |
|---------------------------------|-----------|
| 1 Month | 75% |
| 2 Month | 60% |
| 3 Month | 50% |
| 4 Month | 40% |
| 5 Month | 30% |
| 6 Month | 25% |
| 7 Month | 20% |
| 8 Month | 10% |
| Over 8 Months | No Refund |

SECTION 6 – GENERAL TERMS AND CONDITIONS CONTINUED

6.3 CANCELLATION ADMIN FEE

If **you** cancel the **Policy** **We** reserve the right to retain an admin fee. The fee will be calculated at 1/12th of the annual premium which will then be deducted from **your** overall short period return premium as calculated in the above Short Period Cancellation Table.

6.4 DELETION OF VEHICLE FROM FLEET POLICY

No refund will be allowed in respect of the deletion from cover of any **Insured vehicle** which has been the subject of a claim or involved in any incidents likely to give rise to a claim.

6.5 CONTRIBUTION

If at the time of any claim there is any other insurance covering the same risk or any part of it **We** will not be liable for more than **Our** rateable share.

6.6 RIGHT OF RECOVERY

Nothing in this **Policy** shall affect the right of any person indemnified by this **Policy** or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to the insurance of third party liability.

However, the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

6.7 FRAUD

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

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

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

We will:

- o refuse to pay the **claim**
- o declare **your policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police and fraud prevention agencies of the circumstances.

SECTION 6 – GENERAL TERMS AND CONDITIONS CONTINUED

6.8 MOTOR INSURANCE DATABASE

You must ensure that all **vehicle** and **Policy** details are notified to **Us** on the effective date, for entry on the Motor Insurance Database as required by law in Great Britain and Northern Ireland. Since the introduction of the Continuous Insurance Enforcement legislation in 2011, this requirement applies to Motor Trade policies in the same way as to any other type of Motor Insurance.

6.9 PAYMENT OF PREMIUM, KEEPING TO THE POLICY TERMS & AVOIDING MISREPRESENTATION

We will only provide the cover described in this insurance **Policy** if:

- o you have paid or agreed to pay the premium for the current **Period of insurance**; and
- o you or any person claiming protection has kept to all of the terms and conditions of this **Policy** (including those applied by **Endorsement**) as far as they can apply; and
- o in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

Your premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **you** must tell **Us** immediately via **your** insurance intermediary of any change to that information. Some examples are any changes to the **Insured vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of **vehicle**, change of occupation (including part-time), change of address (including where **vehicle** is kept), change of drivers, if **you** or any drivers pass **your** driving test, sustain a motoring or non-motoring conviction or licence **endorsement** or fixed penalty **endorsement** or there is a change of main driver.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your Policy** being cancelled or **your** claim being rejected or not fully paid.

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for or varying this insurance.

6.10 SANCTIONS EXCLUSION

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your Policy** that **We** will not provide cover, or pay any **claim** or provide any benefit under **your Policy** to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose us, AXA's parent company or 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.

SECTION 7 – COMPLAINTS

Making a complaint

We aim 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.

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

The Managing Director, Octane London Market
Alexander House, Honywood **Road**,
Basildon, Essex SS14 3DS
Email: complaints@octanelondonmarket.co.uk

Or

AXA Insurance, Commercial complaints,
AXA House, Parklands
Lostock Bolton BL6 4SD
Tel: 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.

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
Exchange Tower, Harbour Exchange Square
London E14 9SR
Telephone: 0800 023 4567* or 0300 123 9123**
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financialombudsman.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)

DATA PROTECTION AND SHARING INFORMATION WITH OTHER ORGANISATIONS

Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the **Insurer** and its agent, by re-**Insurers** and **your** intermediary. In assessing any claims made, **Insurers** may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other **Insurers** either directly or via those acting for the **Insurer** such as loss adjusters or investigators.

Motor Insurance Database

Your **Policy** details will be added to the Motor Insurance Database (MID), run by the Motor **Insurers'** Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of **unInsured** driving

If **you** are involved in an accident (in the UK or ab**Road**), **Insurers** and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a **Road** traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **you** can check that **your** correct registration details are shown on the MID at www.askmid.com

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British **Insurers** (ABI). The aim is to help **Us** to check information provided and also to prevent fraudulent claims. Under the conditions of **your Policy** **you** must tell **Us** about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **Us** about an incident **We** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or **Property** likely to be involved in the **Policy** or claim.

Other Insurers

We may pass information about **you** and this **Policy** to other insurance companies with which **We** either reinsure **Our** business or who are dealing with a claim made under this **Policy**. In addition, information may be passed to other insurance related organisations in common with industry practice. **We** may also share data with other group companies who may be located outside of the EEA. Personal data shall not be transferred to a country or territory outside the EEA unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

DATA PROTECTION NOTICE

This notice explains how Octane London Market ("**Insuer/We/Us/Our**") will use **your** personal data.

Our Details

We are a wholly owned subsidiary of Prestige Insurance Holdings Limited. **We** are the Data Controller for any personal data **you** supply to **Us** in accordance with the General Data Protection Regulations, the Data Protection Act 2018 and any other relevant national law.

You can find this notice on **Our** website or a copy can be provided in writing on request. If **you** have any queries about the use of **your** information **you** can put any queries in writing to, Data Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN.

The data we receive

We may obtain personal data from **you** directly or from someone **you** have authorised to supply personal data on **your** behalf, such as **your** Broker. **We** only will obtain data that is necessary for the performance and arrangement of **your** contract, for **Our** legitimate interests as an insurance intermediary and for compliance with any legal obligation. This data may consist of the following:

- Your name, date of birth and contact details (including home address, telephone number and e-mail address);
- Details of the risk to be covered by the **Policy** (for example **vehicle** make and registration)
- All other personal information that is necessary to provide a quote and to maintain any **Policy**;
- Details of all previous quotes requested from **Us** even if a **Policy** was not arranged;
- Details of lapsed policies held with us;
- Details of claims on policies held with us;
- Your payment details, **your** payment history, details of any credit agreements and any debt management processes.

When it is necessary for the performance of the contract **We** may require **you** to supply sensitive information related to **your** health, motoring offences, unspent criminal convictions and union membership.

If **you** are unable to provide the required information **We** may not be able to offer **you** insurance or continue with cover.

It is important that **you** take reasonable care when providing **Us** with information and answer any questions honestly and to the best of **your** knowledge. Providing fraudulent or incorrect information could affect the price of **your Policy**, result in **your Policy** being cancelled and claims being rejected or not fully paid.

If **you** provide **Us** information relating to other individuals (for example named drivers) **you** should ensure that those individuals are aware that **We** will use their details for the purposes outlined in this notice and direct them to this notice for full information.

In order to prevent and detect fraud **We** may (at any time) obtain information about **you** from other organisations and public bodies (including the police) and check and/or file **your** details with fraud prevention agencies and databases.

Any information shared with **Us** from other bodies can be used in **Our** decision making process.

How we will use your data

Your personal information may be used by **Us** for the following lawful purposes:

1. Processing that is necessary for the performance and arrangement of **your** contract of Insurance and with us including:
 - to make a decision whether **We** choose to accept or decline the proposed risk;
 - to calculate **your** premium and **Policy** terms;
 - to service **your Policy**;

- to maintain **Our** records;
 - to confirm **your** identity and to prevent fraud;
 - to investigate and resolve any complaints;
 - to deal with any claims **you** should submit under **your Policy**;
 - to verify the information **you** provide;
 - to undertake internal quality monitoring and external audits;
2. Our legitimate interests as an underwriting agency:
- To determine **Our** underwriting and pricing strategies
 - To inform **you** of related insurance products, services and offers from **Us** and the Prestige Insurance Holdings Group while **you** have existing products with us;
 - To carry out market research, statistical analysis including customer profiling to enable **Us** to enhance our service and to develop new products;
 - To provide information to **your** Broker, Loss Adjustors, Underwriter, Finance Provider or other 3rd party with an interest in the **Policy** for the purposes including but not limited to quality control, audit, complaint investigation, fraud prevention and claims handling;
 - To seek feedback issue, issue surveys and contact **you** regarding the service **We** have provided to allow **Us** to review and improve **Our** customer care;
 - To undertake training of **Our** staff.
3. Where required by law:
- To supply information to law enforcement agencies, **Our** regulators, other statutory bodies, **your Insurer** and Finance Provider when **We** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law;
 - To carry out sanction, anti-money laundering, and anti-fraud controls.
4. With **your** consent:
- To inform **you** of related products and services supplied by carefully chosen 3rd parties.

Data Retention

We will only hold **your** personal data for as long as **We** are required in law and by **Our** regulators.

Transfer to 3rd parties and outside the UK/EU

In order to deliver **Our** services to you, **We** may transfer data to the following 3rd parties:

- **Insurers** and Intermediaries for the purposes of arranging and underwriting cover, auditing and quality monitoring, complaint handling, investigating fraud.
- **Insurers** and Intermediaries to verify No Claims Bonus and claims history.
- Suppliers who provided necessary services required to handle any claim by or against **you** (For example Surveyors, Loss Adjustors, Engineers, **Vehicle** Repairers).
- To **Insurers**, Intermediaries, Claim Handling firms and Solicitors appointed to deal with a claim made by **you** or against you.
- IT and system providers to facilitate electronic data transfers, the provision of technical support and system development.
- Service providers who supply telephony, SMS, email or other messaging systems to contact about an existing **Policy** or quotes as well as for the purpose of marketing under **Our** legitimate interests as an Underwriting Agency.
- To the Financial Ombudsman Service as part of the complaint resolution process.
- To law enforcement agencies, **Our** regulators and other statutory bodies when **We** believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law.

- Credit Reference Agencies to verify **your** identity, prevent fraud or to determine the most appropriate payment option.
- Companies and agencies that carry-out sanction, anti-money laundering and anti-fraud controls*
- Finance Providers if **you** agree to pay by Direct Debit
- Debt Recovery firms, Solicitors and Civil Courts if required to recover unpaid funds still contractually due or funds obtained by fraud or deception.

In circumstances where **We** may need to process some of **your** information using third parties located in countries outside of the European Union, **We** will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the UK.

*We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for **you** and members of **your** household), trace debtors or beneficiaries, recover debt, prevent fraud, manage **your** insurance policies, check **your** identity for the purposes of preventing money laundering (unless **you** furnish **Us** with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, **We** can supply further details of the databases **We** access or contribute to.

Credit Searches

If **you** consent to a credit search it will be a soft search which is only visible to **you** (if **you** request a copy of **your** credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect **your** credit file. The search will be visible on **your** credit report but it won't affect **your** credit rating as it's not an application for credit. The CRAs may add the details of **Our** searches and information that hold about **you** to their records relating to you.

Marketing

We will not share or sell **your** details with any 3rd party for marketing purposes without **your** express permission.

We will collect personal data from **Our** website, social media accounts and if **you** sign up to features including document portals. This will be used to manage any existing agreement **you** may have with **Us** and under **Our** legitimate interest to inform **you** of the products and services **We** offer. **We** will also use the data when necessary to answer a query **you** have made or if required to as part of a competition or activity that **you** have entered.

Information supplied via social media may also be held or processed by the social media company in line with their own privacy policies.

We may contact **you** by post, telephone, email and SMS to inform **you** of related insurance products, services and offers from **Us** and the Prestige Insurance Holdings Group while **you** have existing products with us.

Should **you** wish to withdraw from marketing or amend the methods **We** use to contact **you** please contact **Us** on 08000 327 327 or writing to Customer Services, 10 Governors Place, Carrickfergus, BT38 7BN.

When required **We** will also include an unsubscribe option on marketing SMS messages and emails that **We** will send that will stop any future contact. There may be a one off charge by **your** network provider for sending an unsubscribe SMS message to us.

Call Recording

Telephone calls to **Us** and received from **Us** will be recorded for training and quality purposes. Call recordings may also be supplied to the **Insurer**, intermediary or appropriate 3rd parties if required to investigate a claim or complaint and for the detection and prevention of criminal activity or fraud.

DATA PROTECTION NOTICE CONTINUED

Privacy & Cookies

A cookie is a small information file that is sent to **your** computer and is stored on **your** hard drive. Cookies are what are often used so that sites can remember who **you** are to save **you** time when **you** re-visit a site. **Our** site statistics software currently also uses cookies to allow **Us** to measure the level of activity occurring on the site. We may also use remarketing to market to users of **Our** website. **We** use cookies to identify **your** past behaviour on **Our** website and serve ads to **you** based on this behaviour. This may mean that **you** might see **Our** ads on 3rd Party websites that **you** visit after visiting **Our** website. For more information and for details on how to opt out please click to view **Our** full Cookie **Policy**.

Your Rights

You have the right to access or obtain copies of the personal information held about **you** by us. A response to **your** request will be provided to **you** within a month of **Us** receiving a valid request. If **you** wish to obtain information held by the **Insurer you** must contact them directly.

You have the right to restrict processing of inaccurate information and request that **We** correct any inaccuracies in the information held about you. **you** may also have the right to erasure of data in certain circumstances.

Where **We** hold or process data on the basis of **your** consent **you** have the right to withdraw that consent.

If **you** wish avail of these rights please write to the Data Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN or call **Us** on 08000 66 55 44 for more information.

The Information Commissioner

You can find more details about data protection from the Information commissioner's Office at www.ico.org.uk. **you** can also contact the Information Commissioner if **you** believe **We** have not complied with **Our** obligations.

AXA's Privacy Policy

Please follow the AXA link to view the AXA UK Privacy **Policy**: <https://www.axa.co.uk/privacy-Policy/>



24 HOUR ACCIDENT REPORTING LINE

08000 327 327

You can call our Claim Line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help and advice and progress your claim as fast as possible. We will be able to arrange recovery of your vehicle and validate your claim to allow repairs to commence immediately via our Repairer Network.

Octane London Market is a trading name of Prestige Underwriting Services Limited who are authorised and regulated by the Financial Conduct Authority, FRN 307105.

Registered Address 20 Gracechurch Street, London EC3V 0BG. Registered in England and Wales no. 78950

THANK YOU