

AXA Car Insurance /



Your policy booklet

April 2016 edition

redefining / standards



Contents

Choice of cover	4
Making a claim	5
Your policy	6
Meaning of defined terms	7
General conditions applicable to all parts of the policy	8
Claims conditions	11
General exclusions applicable to all parts of the policy	13
Part A - Loss and damage	14
Part B - Liability to others	19
Part C - Territorial limits and foreign use	21
Part D - Injury benefits	22
Part E - Personal belongings	23
Part F - Additional covers and benefits	24
Endorsements	26
How we use your data	28
Important notes	33
Making a complaint	34

This policy booklet contains details of what is covered and how claims are settled. **We** recommend that **you** check **your** cover meets **your** needs.

Choice of cover

Comprehensive

All parts of the policy apply except where amended by endorsement.

Third Party Fire and Theft

- Loss and damage under Part A is only covered where loss or damage to your car is caused by fire, lightning, explosion, theft or attempted theft.
- You are not covered under sections 2 and 5 of Part A - Loss and damage.
- You are not covered under Parts D - Injury benefits and E - Personal belongings and other parts amended by endorsement.

Third Party only

You are not covered under Parts A, D and E and other Parts amended by endorsement.

Your policy schedule will show what sections are in force.

We want you to understand your policy and everything we can do for you and have tried to design your policy booklet to help you do this. You will find the following headings on many pages:

✓ What is covered

This provides detailed information on the insurance provided and should be read with 'What is not covered'.

X What is not covered

This tells you what is not included in your policy.

To help you further...

We have included some explanatory notes in your policy. These are headed *Useful information* and are printed in *italics* at the bottom of the page. They are not part of the insurance contract but they are there to help you understand it.

Making a claim

If **you** need to make a claim or think **you** do please call **our** claims team on 0345 608 0230* who will immediately take action to help **you**. **We** will take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **recommended repairer** and inform **you** of any further action **you** may need to take.

To make the claims process quicker please have **your** policy number to hand and a full description of the incident. **We** will keep **you** informed about how **we** are progressing with the resolution of **your** claim. **We** are committed to dealing with each claim quickly and effectively.

*Telephone calls may be monitored and recorded.

Your policy

This policy is a contract between **you** and **us**.

This policy describes the insurance cover provided during the **period of cover** **you** have paid for, or have agreed to pay for, and for which **we** have accepted the premium.

The contract between **you** and **us** is formed of this policy, the **schedule** and any endorsements shown in the **schedule**.

You will be provided with a copy of **your** statement of fact or proposal form.

This document lists the answers to the questions **you** were asked when applying for this insurance.

The insurance cover applies anywhere in the **UK** except when **we** state otherwise in this policy – see Part C – Territorial limits and foreign use. **Your car** is also covered when it is being transported within the **UK** and between any **UK** ports.

Important

Please read the policy, the **certificate of insurance** and the **schedule** as one document to ensure that it meets with **your** requirements.

The law which applies to your 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.

Changes to your circumstances

It is important that **you** tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** proposal form, statement of fact, **schedule** or **certificate of insurance** changes during the **period of cover**. Please refer to the 'General conditions applicable to all parts of this policy' section of this policy wording.

Meaning of defined terms

Where **we** explain what a word means that word will have the same meaning wherever it is used in the policy, endorsements and **schedule**. These words are highlighted by the use of **bold blue** print.

Certificate of insurance

The certificate of motor insurance which is evidence of **your** motor insurance.

Excess/excesses

The amount **you** are required to pay as the first part of each and every claim made.

Market value

The cost of replacing **your car** in the **UK** with one of the same make, model, specification, mileage, age and condition.

Misfuelling

Accidental filling of the fuel tank with inappropriate fuel for **your car**.

Period of cover

A period of 12 months from the start date of **your** current policy.

Personal belongings

Clothes and items of a personal nature belonging to **you** and **your** passengers, including portable navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment.

Recommended repairer

A repairer that **we** recommend to **you**, who **we** will authorise to repair **your car** following a claim under Part A - Loss and damage.

Schedule

The schedule forms part of this policy. Please read the schedule carefully. It defines the cover **you** have under this policy.

Spouse

Your husband, wife or civil partner.

UK

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

We/us/our

AXA Insurance UK plc.

You/your

The policyholder named in the **schedule**.

Your car

The private motor car insured under this policy as identified by its registration mark in **your** current **certificate of insurance** or temporary cover note.

General conditions applicable to all parts of this policy

You must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- cancel the policy;
- declare **your** policy void (treating **your** policy as if it had never existed);
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Cancellation

Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the Cancellation period) by writing to **us** at the following address during the Cancellation period:

AXA Personal Lines Customer Service
PO Box 7072
Willenhall
WV1 9ZU

There is no refund of premium in the event of a total loss claim. However, in all other cases, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**.

If there is a total loss and if **you** are paying by instalments, **you** will either have to continue with the instalment payments until the premium is paid in full or **we** may, at **our** discretion, deduct the remaining instalments **you** owe from any claim payment made.

Cancellation outside the statutory period

You may cancel this policy at any time by giving prior written notice to the above address.

As long as **you** have not incurred any eligible claims, apart from a claim for Windscreen Repair or Windscreen Replacement, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If **you** are paying by instalments **your** instalment payments will cease and if **you** incur eligible claims **you** will either have to continue with the instalment payments until the premium is paid in full or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation by us

We reserve the right to cancel **your** policy when there is a valid reason to do so. Valid reasons include, but are not limited to:

- **You** provide **us** with inaccurate or incomplete information. Please see the 'General conditions applicable to all parts of this policy' section set out on pages 8-10 for further information.
- **You** make a change to **your** information which renders the risk no longer acceptable for **us** to insure. Please see the 'General conditions applicable to all parts of this policy' section set out on pages 8-10 for further information.

General conditions applicable to all parts of this policy *continued*

- **You** act in a fraudulent manner.
Please see the 'Claims conditions applicable to all parts of this policy' section set out on pages 11-12 for further information.
- **You** fail to supply requested validation documents (proof of no claims discount (NCD), driving licences, vehicle registration documents etc).

If **we** cancel **your** policy **we** shall provide **you** with 7 days prior written notice by recorded delivery to **your** last known address. Within this notice **we** will advise **you** of **our** reasons for cancelling **your** policy and any premium refund will be calculated in accordance with the above.

Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **you** are paying by instalments.

If **we** are unable to collect a payment by instalments **we** will contact **you** and use reasonable endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the policy.

Providing accurate and complete information

When taking out, renewing or making changes to this policy, **you** or **your** agent (acting on **your** behalf) must take reasonable care to provide accurate and complete answers to all questions.

It is a criminal offence under the Road Traffic Act 1988 to make a false statement for the purposes of obtaining a Certificate of Motor Insurance.

We may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete.

Changes to your circumstances

You must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** statement of fact, proposal form, **schedule** or **certificate of insurance** changes during the **period of cover**. Examples of the changes **we** must be made aware of are:

- A change to the people who need to be insured under this policy.
- If any person insured under this policy receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions.
- If any person insured under this policy receives a criminal conviction.
- If **you** change **your car**.
- If the owner of **your car** changes.
- If the main driver of **your car** changes.
- If **you** change the way in which **your car** is used. For example, **you** begin to use **your car** for business purposes.

General conditions applicable to all parts of this policy *continued*

- If **your car** is modified in any way including, but not limited to:
 - changes to the bodywork such as spoilers or body kits
 - changes to the suspension or brakes
 - cosmetic changes such as alloy wheels
 - changes affecting performance such as changes to the engine management system or exhaust system
 - changes to the audio/entertainment system.
- If **you** change **your** address or the address where **your car** is kept overnight.

You must ensure that **you** provide **us** with accurate and complete information when asked questions about the changes in **your** circumstances.

Taking care of your car

You must do all **you** can to protect **your car** and keep it in a roadworthy condition. If **you** do not do this **your** right to claim under **your** policy may be affected.

You must:

- ensure the **car** is locked, windows, including sunroofs are closed, and any required security devices are activated and all keys and keyless entry system devices are removed when the **car** is left unattended
- when leaving **your car** take **personal belongings** with **you**, lock them in

your boot or glove compartment. Do not leave them in open view in **your car**

- when leaving **your car** unattended remove if physically possible **your** radio and other audio equipment or activate any security features they may have
- maintain **your car** in roadworthy condition and ensure **you** have a valid MOT certificate where appropriate
- always keep the tyres within the legal requirements at all times.

Access to your car

You must let **us** examine **your car** at any reasonable time if **we** ask **you**.

Keeping to the terms and conditions

We will only provide the insurance described in this policy if anyone claiming protection has met all its terms and conditions.

Claims conditions

You must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- cancel the policy;
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

What you must do in making a claim

If bodily injury, loss, theft or damage happens to **you**, **your car** or anyone else **you** must immediately:

- call the claims telephone helpline **0345 608 0230**
- do whatever **you** can to protect the car and its accessories
- take all reasonable steps to recover missing property and to prevent a further incident
- provide **us** with full details of any other party involved in the incident
- send **us** any letters and documents **you** receive in connection with the incident before **you** reply to them
- if **you** know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident, **you** must tell **us** immediately in writing.

If **we** ask **you** must send **us** written details of **your** claim within 31 days.

Anyone making a claim under this policy must give **us** any information and help **we** need.

What you must not do

You, and anyone covered by this policy, must not:

- admit anything, or
- make any offer or promise about a claim, unless **you** have **our** written permission to do so.

What we will do

We will:

- take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **recommended repairer** and inform **you** of any further action **you** may need to take
- have the right to take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy
- only pay **our** share of the claim if **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy
- have the right to recover any payment **we** make from **you** or from the person responsible if, under the law of any country in which **you** are covered by this policy, **we** have to pay a claim which **we** would not normally have to pay.

If your car is a Total loss

In the event of a total loss, if **your car** is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your car** directly to the owner described in the agreement.

If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining balance of the agreed settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess**.

Fraud

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

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way or
- Make a statement in support of a claim knowing the statement to be false in any way or
- Submit a document in support of a claim knowing the document to be forged or false in any way or
- Make a claim for any loss or damage caused by **your** wilful act or with **your** connivance.

Then

- **We** will not pay the claim.
- **We** will not pay any other claim which has been or will be made under the policy.
- **We** may make the policy void from the date of the fraudulent act.
- **We** will be entitled to recover from **you** the amount of any claim already paid under the policy.
- **We** will not refund any premium.
- **We** may inform the police of the circumstances.

General exclusions applicable to all parts of this policy

- 1 This policy does not apply when **your car**:
 - a is being used for purposes that are not specified in **your certificate of insurance**
 - b is being driven by or in the charge of any person who is not covered by **your certificate of insurance**
 - c is being driven by **you** or with **your** permission by any person who **you** know has not got a driving licence or who **you** know to be disqualified from driving or getting a licence or is prevented by law from holding one
 - d is being driven or in the charge of a person, including **you**, who fails to meet the conditions of the licence they hold
 - e is towing a caravan, trailer, or other vehicle for payment
 - f is being used on a track or roadway designed or designated for track use or vehicle performance activities
 - g is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons, or anywhere aircraft have access to).
- 2 This policy does not cover any liability which **you** have as a result of an agreement or contract, unless **you** would have had that liability anyway.
- 3 This policy does not provide cover for any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by, or arising from the following:
 - a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this policy covers **you** so far as is necessary to meet with any law on Compulsory Insurance.
- 5 This policy does not provide cover except under Part B – Liability to others for any accident, injury, loss or damage caused by:
 - a earthquake
 - b riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- 6 This policy does not cover any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to drive **your car** is:
 - a found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred
 - b is driving whilst unfit through drink or drugs, whether prescribed or otherwise
 - c fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Part A: Loss and damage

✓ What is covered

1 Loss of or damage to your car or spare parts

If **your car**, accessories or spare parts are lost, stolen or damaged, **we** will:

- repair the damage;
- replace what is lost or damaged and is too expensive to repair; or
- pay **you** the cost of the loss or damage.

We can choose which of these actions **we** will take for any claim **we** agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

If **your car** is damaged, **we** will use one of **our recommended repairers** to repair it. If **you** choose not to use them, **we** may not pay more than **our recommended repairer** would have charged and **we** may choose to settle the claim by a financial payment. Following damage to **your car**, **we** may move **your car** to a place of safe and free storage pending settlement of any claim.

If **you** cannot use **your car** because of loss or damage that is insured under this policy, **we** will also pay the reasonable cost of protecting **your car** and taking it to **our** nearest **recommended repairer**. After the repair, **we** will pay the reasonable cost of delivering **your car** to **your** address in the **UK**.

Where **your car** is not recovered following a theft or is beyond economical repair **we** will pay **you** the **market value** of **your car**, including accessories and spare parts at the time they are lost, stolen or damaged.

If **we** settle a claim as a total loss, **we** will then take ownership of **your car**.

Accessories and spare parts of **your car**, which are in **your** private garage at the time of their loss or damage, will also be covered.

New car replacement

If during the period of one year after the first registration as new **your car** is:

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

and provided **your car** is owned by **you** then **we** will replace **your car** with a new one of the same make, model and specification.

Provided that:

- one is available
- **you** and anyone else **we** know who has a financial interest in **your car** agree.

Courtesy car

Following a claim under Part A - Loss and damage, **you** will be provided with the use of a courtesy car whilst **your car** is undergoing repair, subject to the repairer's terms and conditions. A courtesy car is not available in respect of:

- claims where **your car** is identified as being beyond economical repair
- claims where **your car** has been stolen and has not been recovered
- claims where a **recommended repairer** has not been used
- losses which occur outside of the **UK**.

Part A: Loss and damage *continued*

2 Windscreen damage

We will pay for the repair or replacement of glass in windows or windscreens (including panoramic windscreens) in **your car** and scratching of the bodywork caused by the glass breaking.

If this is the only damage **you** claim for, **your** no claim discount will not be affected.

Our windscreen supplier can use parts that have not been produced by the vehicle manufacturer.

3 Audio – visual equipment and in-car entertainment systems

We will pay for loss or damage to **your car's** permanently fitted in-car navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment. Removable equipment is covered if it can only be used whilst it is attached to **your car** and is designed to be totally or partially removed.

- If the equipment was fitted by the manufacturer of **your car** and was part of the standard specification of **your car** when it was first registered then **we** will provide unlimited cover for the loss or damage of the equipment.
- If the equipment was not fitted by the manufacturer of **your car** or the equipment was not part of the standard specification of **your car** when it was first registered then the maximum **we** will pay for the loss or damage of the equipment is £500.

4 Replacement locks

If the keys, lock transmitter or entry card for the keyless entry system of **your car** are lost or stolen, **we** will pay up to £1000 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

providing **you** report the loss to the police within 24 hours of discovering the loss.

5 Medical expenses

If **you**, **your** driver or any of **your** passengers are injured in an accident involving **your car**, **we** will pay medical expenses, which can include physiotherapy if **you** ask **us** to and **we** agree to provide the treatment, of up to £250 for each injured person.

6 Hotel expenses and alternative transport

In the event that **your car** is not road worthy following an accident and **you** have reported a claim under Part A - Loss and damage (subsection 1), **we** will pay up to a maximum of £250 in the event that **you** can not complete **your** planned journey to cover:

- overnight accommodation, including the cost of meals and drinks, for the driver and passengers of **your car**; or
- public transport for the driver and the passengers of **your car** to return to **your** home or **your** original planned destination.

Part A: Loss and damage *continued*

7 Child car seats

If **your car** is fitted with any child car seats, **we** will pay up to £300 for their replacement with the same or similar model following an accident covered by this policy. **We** will pay for the replacement whether or not visible damage has been caused to the child car seat.

You should purchase the replacement seat and **we** will reimburse you on presentation of the receipt.

8 Misfuelling

If **you** or any named driver accidentally fill **your car** with the wrong fuel please do not start the engine. Please call **us** on our claims line as soon as possible. If **your car** is subject to **misfuelling** during the **period of insurance we** will pay up to a maximum of £250 per claim for:

- Drainage and flushing of the fuel tank on site using a specialist roadside vehicle. Or
- Recovery of **your car**, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.

- Damage to **your car** engine caused solely and directly by **misfuelling**.

For damage to the engine, the **excess** shown in **your schedule** under accidental damage will apply.

A £75 **excess** applies in respect of claims for draining and flushing the fuel tank.

Claims for **misfuelling** should be supported by original receipts and a written report from the specialist who drained or recovered **your car**.

Driver excesses

If **your car** or any of its accessories or spare parts are damaged while **your car** is being driven by a driver as shown in the table below, **you** will have to pay this additional amount, on top of any other **excess** shown in **your schedule**, towards any claim.

An inexperienced driver is someone who holds a provisional driving licence, or has held a full driving licence for less than 12 months.

If **we** pay the inexperienced driver **excess**, **you** will have to repay that amount to **us** as soon as possible.

You will not have to pay the driver **excess** shown in **your policy schedule** if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

Age of driver	Level of experience	Excess
25 years and over	Inexperienced	£100
21 years to 24 years inclusive	Experienced	£150
21 years to 24 years inclusive	Inexperienced	£200
17 years to 20 years inclusive	All drivers	£500

X What is not covered

Loss of or damage to your car or spare parts exclusion

You are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.†
- Loss of value after a repair.
- The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage occurred.
- Loss of or damage to **your car** arising from or as a result of water freezing in the cooling circulation system of **your car**.
- Damage to tyres from braking, punctures, cuts or bursts unless as a result of an accident.
- Loss or theft of **your car** by deception. This includes, but is not limited to:
 - Loss or theft as a result of handing the keys of **your car** over to someone who claims to be a buyer or agent without taking precautions to ensure **your car** is returned to **you**. An example of an acceptable precaution is to attend the test drive with the prospective buyer.
 - Loss or theft as a result of someone purchasing **your car** using a payment method which does not result in **you** receiving the payment for **your car**.
- Loss from taking **your car** and returning it to its legal owner.

- Loss or damage to **your car** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in **your car**, or on it.
- Confiscation or requisition or destruction by, or under the order of, any government or public or land authority.
- Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming.*
- Any **excess** that applies to this insurance.**

Windscreen damage exclusion

- The **excess** shown in **your** policy **schedule** or in Endorsement 29 – Windscreen breakage if it is applicable. **You** will not have to pay this amount if the glass is repaired and not replaced. ^
- To repair or replace any other glass forming part of **your car** including sunroofs and panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass. Please note, **you** may be entitled to make a claim for other glass under Part A - Loss and damage (Subsection 1), this will however be subject to a different **excess** and may impact **your** no claims discount.

Audio - visual equipment and in-car entertainment systems exclusion

Any removable or portable equipment that is able to be used whilst not attached to **your car**. This equipment may be covered under Part E - Personal belongings.

Part A: Loss and damage *continued*

The **excess** shown in **your schedule** applies.

Replacement locks exclusion

- the theft **excess** shown in **your schedule**
- any amount in excess of £1000.

Misfuelling exclusion

- any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- claims for **misfuelling** outside the **UK**
- fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.
- for damage to the engine, the **excess** shown in **your schedule** under accidental damage will apply.
- a £75 **excess** applies in respect of claims for draining and flushing the fuel tank.

Useful information:

† This policy does not cover mechanical breakdown, or computer failure. But, if for example your engine management system fails and causes the engine to shut down, any accident that happens as a result would be covered (although the cost to repair the fault of the engine management system would not be covered). The same applies if your vehicle catches fire – the faulty item would not be covered, but you would be covered for the other fire damage.

**Examples of such loss, damage or additional expense are the costs incurred in preparing a claim or loss of earnings following your bodily injury or illness.*

**** Excesses**

The excess is the amount you have to pay for every claim for loss of or damage to your vehicle (for example, if your repairs cost £1,000 and you have a £100 excess, you pay £100 and the insurer pays £900). Excesses apply whoever was to blame.

^ You can save money by having the glass repaired instead of replaced. Ask the glass supplier to check the damage to see whether it can be repaired. Have your certificate of insurance ready when you have the glass repaired or replaced. The glass repairer needs this for your claim.

Part B: Liability to others

✓ What is covered

1 Cover provided for you

This policy covers **you** for the amounts shown below:

- a Death of or injury to any person unlimited.
- b Damage to any other person's property up to £20,000,000, plus all legal costs and expenses provided the total does not exceed £25,000,000

which **you** become legally responsible for paying due to the death of or injury to any person and damage to any person's property in respect of any claim or series of claims arising out of one event involving **your car**, or caused by a trailer, caravan or other vehicle that is attached to **your car**.

The same cover will apply if **you** are driving any other car which **your certificate of insurance** allows **you** to drive. This cover ceases if **you** dispose of **your car** shown in the **certificate of insurance** or it becomes a total loss.*

2 Cover provided for other people

If **you** ask **us** to, **we** will give the following people the same level of cover as provided in 1 above

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

used for a purpose that is allowed in **your certificate of insurance**.

3 Your legally-appointed representatives

After the death of anyone insured under this policy, **we** will protect that person's estate against any liability the deceased person had if that liability is insured under this policy.

4 Legal fees and expenses

If **we** give **our** written permission, **we** will pay for solicitors fees to:

- represent anyone insured under this policy at any Coroner's Inquest or Fatal Accident Inquiry; or
- defend anyone insured under this policy in a court of summary jurisdiction;

for any incident which might give rise to a claim under Part B – Liability to others of this policy.

5 Proceedings for manslaughter or causing death by dangerous driving

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

- **You** must ask **us** to provide it.
- The death or deaths giving rise to the proceedings must have been caused by an incident covered by this policy.

6 Emergency medical treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment **we** make, it will not affect **your** no claim discount.

X What is not covered

You are not covered for the following:

- 1** Anyone driving **your car** who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one.
- 2** Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving **your car**.
- 3** Any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism. However this policy covers **you** so far as is necessary to meet any law on compulsory insurance.

For the purposes of this exclusion terrorism means an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political, religious or similar purposes.

Useful information:

** If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says you must stop. You must give your name, address and car registration number to anyone reasonably asking.*

Part C: Territorial limits and foreign use

✓ What is covered

This policy provides the cover described in the **schedule** within the **UK**.

Your policy also provides the minimum cover **you** need by law to use **your car** in:

- 1** any country which is a member of the European Community; or
- 2** any other country which has agreed to follow the European Community Directive on Insurance Civil liberties (Article 7(2) of EC Directive 72/166/EEC) and is approved by the commission of the European Communities. **We** will also provide this cover while **your car** is being transported between any of those countries and the **UK**.

Where the level of cover in any European Community Member State is less than that provided by the legal minimum requirements of **UK**, the level of cover that applies in **UK** will apply in that Member State.

Your policy automatically extends the cover shown in the **schedule** to the countries described in **1** and **2** above for up to 93 days in any one **period of cover**.

If **you** want to extend **your** cover for more than 93 days **you** must contact **us** before **you** travel.

It is no longer necessary to have an International Motor Insurance Certificate (Green card) when travelling to countries covered by **1** or **2** above. In the absence of a Green card **you** must carry **your** current **certificate of insurance** when travelling.

If **you** plan to travel to any other country, please notify **us** at least three weeks before **you** leave as **you** may require a Green card, which may be supplied if **we** agree to extend cover. An additional premium may be charged for this additional cover.

When contacting **us** please supply the following information:

- **your** policy number
- the period for which cover is required
- the registration number, make and model of **your car**
- details of any trailer or caravan being towed
- countries to be visited.

✗ What is not covered

You are not covered for any legal action taken against **you** outside the **UK**, unless it is a result of using **your car** in a country for which **we** have agreed to extend this insurance cover.

Part D: Injury benefits

✓ What is covered

If:

- **you, your** spouse or **your** civil partner are injured solely as a result of an accident involving **your car**; or while travelling in or getting into or out of **your car**; or
- any other person is injured while travelling in or getting into or out of **your car**;

we will pay **you** or **your** legal representatives or if **you** ask **us** to, the person injured or their legal representative the compensation specified below:

Provided that death or loss occurs within three calendar months and solely and directly as a result of the accident.

✗ What is not covered

You are not covered for the following:

- any person who, at the time of the injury, has not reached their sixteenth birthday;
- in respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury.

	You and members of your household normally living with you	Other passengers
Death	£15,000	£15,000
Total and irrecoverable loss of sight in one or both eye	£10,000	Nil
Total and irrecoverable loss of one or more limbs	£10,000	Nil

Part E: Personal belongings

✓ What is covered

We will pay up to a maximum of £300 for **personal belongings** carried in or on **your car** if lost or damaged by:

- accident to **your car**;
- fire, lightning, explosion;
- theft or attempted theft.

X What is not covered

You are not covered for the following:

- money, stamps, tickets, documents or securities;
- tools, equipment, goods or samples carried in connection with any trade or business;
- property insured by another policy;
- theft of **personal belongings** if carried in an open-top or convertible car, unless contained in the locked boot.

Part F: Additional covers and benefits

1 No claims discount

As long as a claim has not been made on **your** policy during the current **period of cover, we** will include a discount in **your** renewal premium. **We** will give **you** a discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee **your** premium will not rise.

2 Protected no claims discount

Once **you** have five years no claims discount and a claim has not been made on

your policy for at least three years, if **you** are aged at least 25 years and all drivers are aged at least 21 years, then **you** can protect the discount if **you** pay an extra premium at each renewal.

No claims bonus protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

No claims bonus protection allows **you** to make one or more claims before **your** number of no claims bonus years falls. Please see the step-back procedures for details.

The table below shows what would happen to **your** NCD years if **you** were to make one or more claims with and without this protection.

No Claims Discount at Next Renewal Date <u>without</u> NCD Protection					No Claims Discount at Next Renewal Date <u>with</u> NCD Protection			
Number of years No Claims Discount	1 claim during the period of cover	2 claims during the period of cover	3 claims during the period of cover	4 or more claims during the period of cover	1 claim during 3 consecutive periods of cover	2 claims during 3 consecutive periods of cover	3 claims during 3 consecutive periods of cover	4 or more claims during 3 consecutive periods of cover
1 year	Nil	Nil	Nil	Nil	1	1	Nil	Nil
2 years	Nil	Nil	Nil	Nil	2	2	Nil	Nil
3 years	1	Nil	Nil	Nil	3	3	Nil	Nil
4 years	2	Nil	Nil	Nil	4	4	Nil	Nil
5 or more years	3	1	Nil	Nil	5 or more	5 or more	Nil	Nil

Your no claims discount will not be affected by payments for emergency treatment which the Road Traffic Act says **we** must pay or payments made under Part A (2) – Windscreen Damage for windscreen replacement/repair.

3 Uninsured driver promise

If **you** have comprehensive cover and **you** make a claim where the driver of the other car involved in the accident is found to be uninsured, **you** will not have to pay **your excess** or lose any part of **your** no claims discount (NCD) as long as:

- **You** are able to provide the make, model and registration number of the other car involved, and
- **We** can establish that **you** were not at fault in any way.

It will also help if **you** are able to provide the details of the other driver involved and details of any independent witnesses if possible.

When **you** first claim **you** may have to pay **your excess** and **your** NCD may be affected. However, once **we** have established that **you** were not at fault in any way and the driver of the other car was uninsured, **your excess** will be refunded to **you** and **your** NCD restored.

4 Car sharing

Your policy also covers **your car** when **you** are being paid for carrying passengers for social or similar purposes as long as:

- **your car** cannot carry more than 8 people including the driver;
- **you** are not carrying the passengers as part of a business of carrying passengers; and
- the total payment **you** receive for the journey does not provide a profit for **you**.

5 Car service cover

Car servicing and car parking

Subject to the terms and conditions of this policy other than limitations to use and driving **we** will provide an indemnity to **you** whilst **your car** is in the custody or control of:

- A motor garage or other similar business, which **you** do not own, which has **your car** for the purpose of: maintenance; repair; testing; or servicing.
- A hotel, restaurant or similar business, which **you** do not own, where **your car** has been parked for **you**.

6 Driving other cars extension

Please refer to **your certificate of insurance** to see if **you** are covered to drive other cars which are not owned by **you** or under a hire purchase agreement, rental/short term hire agreement or annual leasing agreement to **you**. If **your** cover is extended to drive other private motor cars, subject to the criteria listed on **your certificate of insurance**, the cover when driving that vehicle will be limited to Third Party Cover. This means that the car that **you** are driving will not be covered itself.

Please note that if **your certificate of insurance** lists this cover then cover is restricted to **you**, the policyholder only, and not any other drivers named on this policy. This extension does not provide cover to drive vans, other commercial vehicles or motorbikes of any description.

You are not covered under this section whilst driving outside of the **UK**.

Endorsements

You insurance under this policy may be extended or restricted by endorsements. Endorsements only apply if their numbers appear in the **schedule**.

All the terms, conditions and exceptions of the policy continue to apply along with the endorsements.

Endorsement 9 – Exclusion of personal belongings

You are not covered under Part E – Personal belongings of this policy.

Endorsement 11 – Exclusion of injury benefits

You are not covered under Part D – Injury benefits of this policy.

Endorsement 12 – Own loss or damage (voluntary)

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim for loss or damage to **your car**. This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft; or
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This endorsement applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this endorsement.

Endorsement 13 – Own loss or damage (compulsory)

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim for loss or damage to **your car**.

This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft; or
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This endorsement applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this endorsement.

Endorsement 15 – Company deletions

You are not covered under Parts D – Injury benefits and E – Personal belongings of this policy.

Endorsements *continued*

Endorsement 16 – Fire and theft excess (compulsory)

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim for loss or damage to **your car** caused by fire, lightning, explosion, theft or attempted theft.

If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this endorsement.

Endorsement 29 – Windscreen breakage

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim made under Part A – Loss and damage (2) – Windscreen damage.

Endorsement 30 – Protected no claim discount

If **you** pay an extra premium, **your** no claim discount is protected.

This protection will apply unless more than two claims are made on **your** policy in three consecutive **periods of cover**, then protection will end and **your** no claim discount will be reduced to nil at **your** next renewal.

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim for loss or damage to **your car**.

If **we** agree to transfer someone's interest under this policy, this endorsement will be cancelled unless the person the policy is transferred to can meet **our** conditions for having a protected no claim discount.

Endorsement 39 – Car security

You are not covered under Part A – Loss or damage of this policy for any loss or damage caused by theft and attempted theft unless:

- **your car** is fitted with a security device conforming to Thatcham Category 1 or 2 standards; and
- the security device is operational at the time of any loss or damage to **your car**.

How we use your data

Privacy policy

AXA Insurance UK plc is part of the AXA Group of companies, which takes **your** privacy very seriously. This Privacy policy tells **you**, in broad terms, how **we** use personal information that **we** collect from **you**. **You** acknowledge that by providing **your** personal information to **us**, **you** consent to its processing in accordance with this Privacy policy. This document should be shown to anyone else who is covered by, or a party to, any services or policies **you** obtain from **us**.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** registered number is 202312.

Our registered address is 5 Old Broad Street, London EC2N 1AD. Registered in England and Wales number 78950.

Any personal information **you** supply to AXA Insurance UK plc will be treated in accordance with the Data Protection Act 1998 and other legislation intended to protect **your** personal information and privacy.

We may amend this Privacy policy at any time by amending the wording shown in **your** policy documentation. For this reason, **we** recommend that **you** read this statement regularly.

What information do we collect, and how?

The personal information AXA Insurance collects through **your** interaction with **us** or third parties in connection with a service or product offered may include details such as **your** name, email address, postal address, telephone number, date of birth, bank/credit card details, health information and IP address.

Personal information is collected by AXA Insurance:

- via enquiry, registration, claim forms, feedback forms and forums;
- when **you** purchase any of **our** products or services;
- when **you** fill out a survey, or vote in a poll on **our** website or communications;
- through quotes and applications;
- through feedback forms and web analytics tags;
- when **you** provide **your** details to **us** either online or offline; and
- via third parties.

We will do **our** best to ensure that information is kept up to date and accurate. Please assist **us** in this by advising **us** of any changes as soon as possible.

We may also use cookies or similar technologies to collect website usage information.

What will the information be used for?

The personal information AXA Insurance collects will be used for analytical purposes, managing and administering products and services that **we** supply, claims handling, No Claim Discount entitlement, making credit-related decisions about **you** and to assist **us** in improving **our** website, processes, products and services.

We will also use information collected to safe-guard against fraud and money laundering. **We** are required to report details of some suspicious activities to the National Crime Agency (NCA).

The information **you** supply may be used by **us**, other members of the AXA Group and carefully selected third parties for research purposes or to inform **you** of other products or services that may be of interest to **you**, unless **you** have advised **us** otherwise. On each occasion that **we** contact **you** for these purposes, **you** will always be given the option to opt out of any further communication.

Who will we share it with?

We do not disclose **your** information to anyone outside the AXA Group except:

- where **we** have **your** permission; or
- where **we** are required or permitted to do so by law or by regulatory bodies; or
- to other companies who provide a service to **us** or **you** (which includes proof of No Claims Discount (NCD) entitlement), including when **you** take out additional products with **us** or make a claim; or
- where it is necessary for the performance of an agreement **we** have with **you**; or
- for credit reference or fraud prevention purposes; or
- for reinsurance purposes; or
- where **we** may transfer rights and obligations under this agreement.

Disclosure of **your** information to a third party outside of the AXA Group will only be made where the third party has agreed to keep **your** information strictly confidential and use it only for the specific purpose for which **we** provide it to them.

We may transfer **your** information to other countries including those located outside the European Economic Area. If **we** do this **we** will seek to ensure that anyone to whom **we** pass it provides an adequate level of protection.

AXA Insurance does not sell customer data to third parties.

Preventing and detecting fraud

To help keep premiums low **we** do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime **we** may at any time:

- approach the DVLA to check all or any relevant driving licence details of anyone named on the policy;
- share information about **you** with other organisations and public bodies including the police;
- share information about **you** and any other named persons on the policy within the AXA Group and with other insurers;
- pass the details **you** have supplied to recognised centralised insurance industry applications, policy and claims checking systems (for example, the Motor Insurance Anti-Fraud and Theft Register, CUE, CIFAS and all DVLA databases) where those details will be checked and updated;
- load **your** details and any information or documents **you** provide **us** to the Insurance Fraud Register. This may affect future applications for insurance products;
- check the details **you** have supplied with fraud prevention agencies and databases including publicly available data (for example on County Court Judgements, bankruptcy information and electoral role data). If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;

- periodically search records held by fraud prevention and credit reference agencies to:
 - help make decisions about credit services for **you** and **your** financial associates;
 - help make decisions on insurance policies and claims for **you** and **your** financial associates;
 - trace people who owe money, recover debt, prevent fraud and to manage **your** insurance policies;
 - check **your** identity to prevent money laundering;
 - carry out credit searches, electoral roll searches and further fraud searches.

For more information about the agencies with which **we** share **your** data, including further details explaining how the information held by fraud prevention agencies may be used, please email **us** at informationsharing@axa.com

Credit and other searches

We make searches about **you** at credit reference agencies who will supply **us** with information, including information from the Electoral Register and credit information. The agencies may record details of the search whether or not this application proceeds.

We may use scoring methods to assess this application, to verify **your** identity and determine finance charges. Searches and other information which is provided to **us** and/or the credit reference agencies, about **you** and those with whom **you** are linked financially may be used by

How we use your data *continued*

us if **you**, or other members of **your** household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of **your** account.

We may share the personal data of any persons named on the policy with third parties to obtain information which may be used by AXA to inform its risk selection, pricing and underwriting decisions.

Motor Insurance Database

When **you** take out a car insurance policy, **your** policy details will be added to the Motor Insurance Database ("MID"), run by the Motor Insurers' Information Centre ("MIIC"). MID data may be used by the Driver and Vehicle Licensing Agency and the Driver and Vehicle Licensing Northern Ireland for the purpose of electronic vehicle licensing and by the police for the purposes of establishing whether a driver's use of a vehicle is likely to be covered by a motor insurance policy and for preventing and detecting crime. If **you** are involved in an accident, whether in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other EU countries) may be entitled to access relevant information held about **you** on the MID. **You** can find out more about this from **us**, or from the Motor Insurance Bureau.

Consent

You must have the consent of any named person on the policy to pass on their information (including any sensitive personal information such as criminal convictions or medical information) to **us**.

We do not intentionally collect any information from children under 16 years of age, and unless the information was collected in connection with a policy claim, shall delete the details when a parent or guardian notifies **us** that details have been obtained from their child.

Dealing with other people

Data protection rules mean that **we** are only allowed to talk to the policyholder about anything to do with their insurance – unless they have named an alternative contact (such as a relative) to speak with **us** on their behalf.

Once **you** have told **us your** alternative contact, this person will be able to discuss all aspects of **your** policy (including claims) with **us** and make changes on **your** behalf, except to cancel **your** policy or decline a renewal.

In some exceptional circumstances **we** may also deal with other people who contact **us** on behalf of the policyholder.

We will not reveal any credit or debit card numbers to anyone other than the policyholder.

Errors and omissions

If **you** believe that there may be an error in any of the information that **you** have submitted, please contact **us** and **we** will review and correct any inaccurate information in **your** records as soon as possible.

Further information

You should be aware that any telephone calls made to **us** may be recorded for monitoring and training purposes and to assist **us** in preventing and detecting fraud. Therefore, **your** use of this means of communication means that **you** accept and consent to this.

Under the terms of the Data Protection Act 1998, **you** are entitled to request a copy of the personal data AXA Insurance holds about **you**. To do this, please contact **us** with full details of what **you** require by email at dataprotection.ins@axa-insurance.co.uk or in writing to the Data Protection Manager, Civic Drive, Ipswich IP1 2AN. A cheque or postal order for £10 payable to AXA Insurance will be required.

Important notes

Motor Insurance law

DVLA will compare its records with details of vehicles on the MID (Motor Insurance Database) – the UK's central record of vehicle insurance.

If a vehicle does not have insurance and a Statutory Off Road Notification (SORN) has not been made, the registered keeper could face;

- a fixed penalty fine of £100
- their vehicle being clamped, seized and disposed of, and
- a court prosecution with a maximum fine of £1000.

These measures are in addition to the powers the police already have to seize an uninsured vehicle and fine the driver.

If you want to check your vehicle is recorded as 'insured' on the MID record, visit the free service at www.askMID.com

Do not contact DVLA as only your insurance provider can update your insurance details on the MID. If your vehicle registration number is not on the MID, contact your insurance provider immediately to get the MID updated.

What this means for you

If you are keeping your vehicle for use on the road and it is not insured, insure it now. If you are keeping your vehicle off the road and it is not insured you must make a Statutory Off Road Notification (SORN). If it is taxed you need to return the disc (including nil discs) on a V14 form to DVLA.

For more information and to get a V14 form, visit www.direct.gov.uk/stayinsured

Making a complaint

AXA Insurance UK plc 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. The following will help **us** understand **your** concerns and give **you** a fair response.

Making your complaint

If **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim.

If **your** complaint relates to **your** policy, please contact the agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact details

Head of Customer Relations
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

When **you** make contact please provide the following information:

- **Your** 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. **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.

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0300 123 9123

Fax: 020 7964 1001

E mail:
complaint.info@financial-ombudsman.org.uk

Web:
www.financial-ombudsman.org.uk
The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to www.ec.europa.eu/consumers/odr

Making a complaint *continued*

Our promise to you

We will

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

We may record or monitor telephone calls.

Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS.

You may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

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