

For help after an accident please call
0844 874 0303 as soon as you can.

Call charges may vary depending on your service provider

AXA Car Insurance

Your policy wording



redefining / standards

Welcome

Thank you for choosing AXA car insurance.

We are part of the AXA Group one of the world's leading insurers and financial services providers so you're in safe hands.

Your policy wording

This booklet contains details of your cover. It should be read along with your schedule and certificate of motor insurance.

AXA's UK based claims team is ready to help. It's reassuring to know you have expert support when you need it most.

What's more, if you're contacted by anyone else regarding your claim, simply pass them on to us. We're here to look after everything for you, with the minimum of fuss.

! Remember to keep your details up to date

So that you always have the cover you need, please make sure all your information is correct at all times. It's easy to update your details in My AXA Account – your personal online account. You can log in any time using your email address and chosen password.

Making a claim



Call to claim

Claims in the UK:

Claims outside the UK:

Windscreen claims:

0844 874 0303*

0044 1732 376249*

0844 874 0333*



Claim online

Go to www.axainsurance.com and log into My AXA Account using your email address and password. Click 'Make a claim' and follow the easy steps to register your claim online.



Car accident claims guide

Go to <http://www.axainsurance.com/car/accident-guide/accident-guide.pdf> for useful advice and information. It's a good idea to print the guide and keep it in your car.

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Your contract of insurance

This **policy** document gives details of **your** cover and it should be read along with **your schedule** and **certificate of motor insurance**. Please take time to read through all these documents that contain important information about the details **you** have given and check that the information is correct. If anything is wrong or needs to be changed please advise **us** via **My AXA Account**.

You must also advise **us** of any changes to **your** information via **My AXA Account** during the **policy period of insurance**; details of the type of changes **we** need to know about are contained in General condition 2 on page 24 of this **policy**

If the information that **you** have given **us** is not true and complete to the best of **your** knowledge and belief **your policy** may not protect **you** in the event of a claim.

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

You and **we** can choose the law which applies to this **policy**. Unless **we** and **you** agree otherwise, English law will apply to this **policy**.

The parties to this contract are **you** and **us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

In return for **your** premium, **we** will provide the cover shown in **your policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.



Paul Evans

Group CEO, AXA UK and Ireland

Your cover

Type of cover

Comprehensive
Third party fire
and theft
Optional services

Sections that apply

Sections A to H apply.
Sections B, C, G,
and H apply.
Sections I, J, K, L, M and N only
apply if stated on **your schedule**

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

AXA are covered by the Financial Services Compensation Scheme (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, 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.

Managing your policy

We hope **you** will choose to be in total control of **your policy** by managing it online. **Your** username and password will give **you** access to **My AXA Account**, **your** secure area of **our** site. Please keep **your** security details safe. **You** can access **My AXA Account** at any time to review or update **your** information, or **you** can call **us**.

Who we will speak to about your policy

We recognise **you** may need to talk to **us**. However as **we** are an internet based company and **you** can manage **your policy** online, an administration fee may be charged for administration by telephone. See General condition 15 Fees.

We will deal only with **you** or people authorised by **you** to act on **your** behalf. However to prove that another person has **your** permission to discuss **your policy** **we** will require them to provide **your** security details

If the **policy** is to be cancelled this must be done by **you**. To protect **your** interests, **we** are unable to deal with anyone cancelling the **policy** on **your** behalf.

We may monitor or record telephone calls to improve **our** service and to prevent fraud.

Sensitive information

In order to provide **you** with insurance **we** will need to process sensitive information about **you** and the **named drivers** (such as information about health or criminal convictions). Please make sure **you** have the consent of the **named drivers** before sharing their sensitive information with **us**.

Renewal

Your policy will renew automatically. **You** will be contacted prior to the renewal date to check that **your** details are still correct and current. Please see general condition 14 on page 27 of this **policy**.

Definitions

These definitions apply throughout **your policy**.

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in the **policy**.

There are further definitions in Sections I to O of the **policy** and those definitions only apply to the section in which they are found.

Accessories

Parts or products specifically designed to be fitted to **your car**, including spare parts but excluding **car** audio, telephone, child **car** seats, in **car** entertainment and/or satellite navigation systems.

Audio equipment

Manufacturer permanently fitted **car** audio, telephone, in-**car** entertainment and/or satellite navigation systems up to the limits shown in the **schedule**.

Car

Any private motor vehicle insured under this **policy** and described in **your** current **certificate of motor insurance** and **schedule** including any **car** provided under Section J (Courtesy **car** option).

Certificate of motor insurance

The document which provides evidence that **you** have taken out insurance as required by law. **Your certificate of motor insurance** shows who is entitled to drive **your car** and the classes of use permitted.

Excess/excesses

The amount **you** must pay towards any claim even if the incident is not **your** fault. The **excess** is the first part of any payment of a claim.

Market value

The cost of replacing **your car** with another of the same make and model and of a similar age, mileage and condition at the time of the accident or loss. The **market value** may also be affected by other factors such as a valid MOT, how **you** purchased **your car** and whether it has been previously declared a total loss.

My AXA Account

Your own secure online area, hosted by **us**, where **you** can access **your policy** details.

Named driver

A person who is named on the **certificate of motor insurance** as entitled to drive.

Partner

Someone **you** have been living with (as if **you** are married or in a civil partnership with them) for at least six months.

Period of insurance

The period from the start date to the end date of **your** current **policy**. This is shown on **your schedule** and **certificate of motor insurance**.

Policy

This **policy** wording for **your** motor insurance together with **your schedule** and **certificate of motor insurance**.

Recommended repairer

A repairer from **our** approved network, whom **we** will authorise to repair **your car** following a claim under Section A (Accidental damage to **your car**) or Section B (Fire and theft) of this **policy**.

Recycled parts

Parts that are **recycled** from other cars including parts denoted by the motor trade industry as "green".

Schedule

The document which identifies the policyholder and sets out details of **your policy** cover.

AXA

AXA Insurance UK plc

Territorial limits

United Kingdom, the Channel Islands and the Isle of Man - refer to Section G (Territorial limits and foreign use) for full details.

Trailer

Any form of trailer, caravan or **car** which is towed by a **car** insured under this **policy**.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland

We/Us/Our

AXA Insurance UK plc who underwrite all sections of the **policy** except Section L Breakdown, which is underwritten by AXA Assistance (UK) Ltd and Inter Partner Assistance SA.

You/Your

The person named as the policyholder on the **schedule** and **certificate of motor insurance**.

We will pay:

For loss of or damage to:

1. **your car**.
2. **accessories** while in or on **your car**.
3. manufacturer fitted **audio equipment** while in **your car**.

We may choose to pay:

1. to replace **your car** and/or **accessories**; or
2. to repair **your car** and/or **accessories**; or
3. an amount equal to the loss or damage.

If **your car** cannot be repaired economically, **we** will arrange for it to be moved to a place of free and safe storage as soon as possible. The salvage of **your car** will become **our** property after **your** claim is settled.

We may choose to repair **your car** with **recycled parts**, where appropriate. Parts used may not have been made by **your car's** manufacturer but will be of a similar standard. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

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 repairers** would have charged and **we** may choose to settle the claim by a financial payment.

If **you** have bought **your car** under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to **you**.

New car cover

If **your car** is less than one year old and **you** have been the first and only registered keeper and legal owner, **we** will replace it with a new one of the same make and model if it has suffered damage covered by this section and the cost of repairing it will be more than 70% of the manufacturer's last **UK** list price (including taxes). If a replacement **car** of the same make and model is not available **we** reserve the right to settle **your** claim on the basis of the **market value** of **your car** at the time of the loss.

The most we will pay:

We will not pay more than the market value of **your car** at the time of the loss less any **excesses**. If **you** bought **your car** at a lower price than would normally be found in **UK** trade guides, **we** will reduce the **market value** accordingly.

We will not pay:

1. for the sum of all **policy excesses** shown in the **schedule**. Please note that an additional **excess** of £100 will apply to all claims where **you** do not use **our recommended repairer**.
2. for any amount over that shown in the **schedule** for loss or damage to **audio equipment**.
3. for loss or damage caused by wear and tear, any loss of value including following repair; rust or corrosion.
4. for loss or damage to the **car** if, at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
5. for loss of excise licence or fuel.
6. for any unnecessary repair or replacement which improves **your car** beyond its condition before the loss or damage took place.
7. for loss or damage caused by any mechanical, electrical, computer failure or breakdown or breakage.
8. for loss or damage resulting from incorrectly maintaining or fuelling **your car** or from the use of substandard fuel, lubricant or parts.
9. for damage to tyres caused by braking, punctures, cuts or bursts.
10. for loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your car**.
11. For loss of use or any other loss, damage or additional expense, (including the cost of any alternative transport under this section) following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
12. for loss or damage as a result of theft, attempted theft, fire, lightning, or explosion under this section of the **policy**.
13. for the additional cost of modifications (including any change to the fuel system) other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration.
14. for any costs due to loss or damage to keys (or keyless entry system).

Where **your car** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit, or **accessory** of **your car** becomes unobtainable

or obsolete in pattern and therefore out of stock in the **UK**, **we** will not pay for the following:

- increased repair and replacement part, unit, or **accessory** costs due to non-availability and/or waiting time delivery.
- storage costs awaiting commencement of the repair to **your car**.

In the event of a total loss, if **your car** has a cherished registration number plate, **we** will give **you** 30 days from the date it is declared a total loss to transfer that cherished registration number onto a DVLA Retention Certificate in **your** name. If **you** do not tell **us** that **you** wish to keep the cherished registration number plate, **we** will dispose of it with **your car**.

Section B - Fire and theft

We will pay:

For loss or damage as a result of theft, attempted theft, fire, lightning or explosion to:

1. **your car**.
2. **accessories** while in or on **your car**.
3. manufacturer fitted **audio equipment** while in **your car**.

We may choose to pay:

1. to replace **your car** and/or **accessories**; or
2. to repair **your car** and/or **accessories**; or
3. an amount equal to the loss or damage.

If **your car** cannot be repaired economically, **we** will arrange for it to be moved to a place of free and safe storage as soon as possible. The salvage of **your car** will become **our** property after **your** claim is settled.

We may choose to repair **your car** with **recycled parts**, where appropriate. Parts used may not have been made by **your car's** manufacturer but will be of a similar standard. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

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 repairers** would have charged and **we** may choose to settle the claim by a financial payment.

If **you** have bought **your car** under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to **you**.

New car cover

If **your car** is less than one year old and **you** have been the first and only registered keeper and legal owner, **we** will replace it with a new one of the same make and model if it is stolen and not recovered or

suffers damage covered by this section and the cost of repairing it will be more than 70% of the manufacturer's last **UK** list price (including taxes). If a replacement **car** of the same make and model is not available **we** reserve the right to settle **your** claim on the basis of the **market value** of **your car** at the time of the loss.

The most we will pay:

We will not pay more than the **market value** of **your car** at the time of the loss less any **excesses**. If **you** bought **your car** at a lower price than would normally be found in **UK** trade guides, **we** will reduce the **market value** accordingly.

We will not pay:

1. the sum of **policy excesses** shown in the **schedule**; Please note that an additional **excess** of £100 will apply to all claims where **you** do not use **our recommended repairer**.
2. for loss or damage caused by theft or attempted theft if **your car** was not switched off, properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked.
3. for loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or unattended, or are left in or on the unattended **car**;
4. any amount over that shown in the **schedule** for loss of or damage to **audio equipment**.
5. for loss or damage to **your car** and its contents due to deception or fraud.
6. for loss or damage caused by theft or attempted theft if **your car** was taken by a member of **your** family or household, or taken by an employee or ex-employee.
7. for loss or damage if any security or tracking device, which either **we** have required **you** to fit or **you** have told **us** is fitted to **your car**, has not been set, is not in full working order or, the annual network subscription for the maintenance contract of any tracking device has not been renewed.
8. for any loss or damage due to theft unless it has been reported to the police and a crime reference number obtained.
9. for loss or damage if **we** have required **you** to fit

and maintain a tracking system to **your car** and the device fitted is not to TQA (Thatcham Quality Assurance) standard.

10. for loss or damage to the **car** if, at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
11. for loss or damage caused by wear and tear, any loss of value including following repair; rust or corrosion
12. for loss of road excise licence or fuel.
13. for the replacement of keys or locks due to theft of keys (or keyless entry system) unless **we** agree that **your** keys (or keyless entry system) were stolen by a person knowing the location of **your car** and **you** continue to be insured with **us** (the maximum **we** will pay in this instance is £500).
14. any unnecessary repair or replacement which improves **your car** beyond its condition before the loss or damage took place.
15. for any loss or costs from returning **your car** to its legal owner.
16. for loss of use or any other loss, damage or additional expense (including the cost of any alternative transport under this section) following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
17. for the additional cost of modifications (including any change to the fuel system or modifications for disability) other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration.

18. any costs due to loss or damage to keys (or keyless entry system) other than by theft.
19. for loss or damage caused by any mechanical, electrical, computer failure or breakdown or breakage.

Where **your car** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit, or **accessory** of **your car** becomes unobtainable or obsolete in pattern and therefore out of stock in the **UK we** will not pay for the following:

- increased repair and replacement part, unit, or **accessory** costs due to non-availability and/or waiting time delivery.
- storage costs awaiting commencement of the repair to **your car**.

In the event of a total loss, if **your car** has a cherished registration number plate, **we** will give **you** 30 days from the date it is declared a total loss to transfer that cherished registration number onto a DVLA Retention Certificate in **your** name. If **you** do not tell **us** that **you** wish to keep the cherished registration number plate, **we** will dispose of it with **your car**.

Section C - Liability to other people and their property

We will pay:

If **you** have an accident which results in **you** being legally liable for:

1. death or injury to any person.
2. damage to anyone's property.

Caused by or whilst using:

1. **your car**.
2. any trailer being properly towed (in accordance with both the law and manufacturer's design specifications) by **your car** (for which cover is provided under this section).
3. if Section 5 of **your certificate of motor insurance** provides cover for the policyholder to drive other **cars**, any other **car** driven by **you**, provided.
 - a) **you** do not own or have not hired the **car** under a hire purchase or lease hire agreement.
 - b) there is valid cover in force for the **car** under another insurance **policy**.
 - c) **you** have the owner's permission to drive the **car**.

- d) the **car** is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- e) **you** are 25 years of age or over.
- f) **you** still own **your car** and it has not been damaged beyond economic repair.
- g) **you** are not a company, firm or more than one person
- h) the **car** is being used within the limitations of use shown in **your current certificate of motor insurance**.

Note: Cover to drive other **cars** only applies if shown in Section 5 of **your certificate of motor insurance** and the cover provided is limited to that required by the UK Road Traffic Acts (Third Party) only. There is no cover provided in respect of damage to the car **you** are driving.

In respect of damage to property the most **we** will pay is a maximum of £20,000,000 (including all legal and

other expenses) for any one claim or number of claims arising from one cause.

On the same basis that **we** cover **you** under this section, **we** also cover:

1. any person driving **your car** with **your** permission provided that person is entitled to drive under Section 5 "persons or classes of persons entitled to drive" of **your certificate of motor insurance**.
2. any person using but not driving **your car** with **your** permission for social, domestic and pleasure purposes.
3. any passenger travelling in or getting into or out of **your car**.
4. the employer or business partner of anyone covered under this section of **your policy** as long as the **certificate of motor insurance** allows business use.
5. The legal personal representatives of anyone covered under this **policy** in the event of that person's death.

In the event of an accident involving a **car** insured under this section, **we** will also refund any payments that anyone using the **car** has made under the relevant road traffic legislation for emergency treatment. (Any payments solely for emergency treatment will not affect **your** no claims discount.)

In the event of an accident involving a **car** insured under this section, **we** will pay for the following legal costs if they relate to an incident which is covered by this section:

- the fees of solicitors **we** appoint to represent anyone who is covered under this **policy** at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a court of summary jurisdiction;
- fees for legal representation to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of

drink or drugs causing death, where there is a reasonable expectation of success.

We will not pay:

1. for any liability if any person insured under this section does not keep to the terms, exceptions and conditions of this **policy**.
2. for any liability for any person who either:
 - a) is aware that the **named driver** does not hold a valid licence to drive **your car** for the reason it is being used; or
 - b) fails to take all reasonable care that the **named driver** observes their licence conditions.
3. legal costs and expenses incurred without **our** written consent.
4. for anyone killed or injured while they are working with or for the **named driver** or policyholder of the **car** unless **we** must provide cover under the relevant road traffic legislation.
5. more than **our** liability under the relevant road traffic legislation if at the time of the accident the **car you** were insured to drive is not specified in Section 1 - Registration mark of vehicle of the **certificate of motor insurance**.
6. anyone **we** insure under this section, if the claim relates to loss or damage to property that belongs to them (either as owner or as joint owner) or is in their care.
7. any claim for loss or damage unless cover applies under section A-N of this **policy**.
8. any claim for loss or damage to a **car** being driven under the driving other **cars** extension of this **policy**.
9. for any liability, loss or damage for any claim, if **your car** was towing a load over the legal limit at the time of the accident.
10. for any liability, loss or damage to any caravan, **trailer** or other vehicle, or to any contents of caravans, **trailers** or other vehicles whilst being towed by **your car**.

Section D - Windscreen and window damage (This section is only included if you have comprehensive cover.)

We will pay:

To repair or replace broken glass in **your car's** windscreen (including panoramic windscreens) or windows, and any scratching to the bodywork caused solely and directly by broken glass from a broken windscreen or window. **We** may choose to repair **your car** with parts that may not have been made by the **car's** manufacturer but are of a similar standard. Any payment for replacement of glass under this section will not reduce **your** No claims discount, (although at **your** next renewal **you** will no longer be eligible for

any increase in **your** No claims discount according to **our** declared scale). However, in order to obtain the full benefit under this section the work must only be undertaken by **our** approved windscreen repairer contactable via AXA Glass Claims on 0844 874 0333*.

The most we will pay:

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

We will not pay:

1. any **excess** shown in **your schedule** for glass replacement or repair.
2. to repair or replace any other glass forming part of **your car** including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass.
3. to repair or replace any glass that is part of a removable or folding convertible roof.
4. to repair or replace any windscreens or windows not made of glass.
5. for loss of use or any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
6. the cost of any alternative transport.

Where **your car** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit, or **accessory** of **your car** becomes unobtainable or obsolete in pattern and therefore out of stock in the **UK**, **we** will not pay for the following:

1. increased repair and replacement part, unit, or **accessory** costs due to non-availability and/or waiting time delivery.
2. storage costs awaiting commencement of the repair to **your car**.

Glass excluded under this section may be covered under Section A (Damage to **your car**) or Section B (Fire and theft) of **your policy**, subject to the appropriate **policy excesses** and with an effect on **your** No claims discount.

*Call costs may vary depending on your service provider

Section E - Personal accident (This section is only included if you have comprehensive cover.)

We will pay:

You or any other adult in **your car** who is accidentally injured while travelling in or getting into or out of **your car**, whilst in the **United Kingdom**, and this injury alone results within three calendar months in:

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

The most we will pay:

The most **we** will pay the injured person or their legal representatives is the benefit shown in the **schedule**. This is the maximum benefit **we** will pay

to any one person under this section in the **policy period of insurance**.

If the injured person is insured by **us** against personal accident under any other motor insurance **policy**, benefit shall be recoverable under only one **policy**.

We will not pay:

1. for any injury or death resulting from suicide, attempted suicide or any deliberate self-inflicted injury;
2. for any deliberate attempt to put lives in danger (unless to save a human life);
3. for death or injury to **you** if **you** have paid for additional personal accident cover (see **Section O** Personal accident plus option of this **policy**).

Section F - Additional benefits (This section is only included if you have comprehensive cover.)

Medical expenses

We will pay:

Medical expenses up to the amount shown in the **schedule** for each person injured as a result of an accident involving **your car**, unless these costs are paid under any other motor insurance **policy**.

Personal belongings

We will pay:

For loss of or damage to clothing, child car seats and personal belongings caused by fire, theft, attempted theft or accident, while they are in **your car**.

The most we will pay:

For any one incident is the amount shown in the **schedule**.

We will not pay:

For loss or damage to keys (or keyless entry system), any form of credit or debit card, money, stamps, tickets, securities, documents, audio systems, telephones, in car entertainment, satellite navigation systems or for goods or samples carried in connection with a business. **We** will also not pay for theft or attempted theft unless the items were locked in the glove-box or boot and were not visible to people outside the **car**.

Section G - Foreign use

Territorial limits and using your car abroad

This **policy** provides cover described in **your schedule** in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

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

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Policy cover abroad

We will automatically extend the **territorial limits** under Sections A to H of this **policy** to provide the cover shown in the **schedule** in the countries listed above for 72 hours (3 days). Cover is also provided for customs duty payable on **your car** resulting from loss or damage that is covered by this **policy** and during transit by a recognised carrier between or within these countries.

No cover will be provided if the visit is originally planned to be more than 72 hours unless **you** have purchased extended **policy** cover abroad.

Extended policy cover abroad

The following only applies if **you** have:

1. notified **us** prior to travelling that cover abroad is required and;
2. agreed to pay an additional premium.

We will extend the **territorial limits** for the agreed length of time abroad for all sections from A to H that are operative on **your policy**, this will include the countries listed above in Section G. **Your car** will also be covered while being carried by a recognised carrier between or within those countries. If requested, **we** will also give **you** an international motor insurance card (Green Card).

We will limit the number of times **you** can purchase this cover to 6 times up to an overall maximum of 90 days (including the 72 hours automatic cover above) in any one **period of insurance**.

Section H - No claims discount

We will increase **your** No claims discount (NCD) for every claim free **period of insurance** **you** have with **us**. In the event of a claim being made or arising under this **policy**, **your** NCD at renewal will be reduced in accordance with the table below:

NCD at the start of your current period of insurance	Your NCD at renewal if you make		
	0 claims	1 claim	2 claims
0 year	1 year	0 years	0 years
1 year	2 years	0 years	0 years
2 years	3 years	0 years	0 years
3 years	4 years	1 year	0 years
4 years	5 years	2 years	0 years
5 years	6 years	3 years	1 year
6+ years	6+ years	4 years	2 years

After 3 claims **your** NCD will be reduced to zero years, irrespective of how many years **you** previously held.

The following will not reduce **your** NCD:

1. any payment made under Section D (Windscreen and window damage).
2. any payment made under Sections L - N (Breakdown option, Lost car key and Wrong fuel cover).
3. any payment for emergency treatment fees under Section C (Liability to other people and their property).
4. claims where **you** are not at fault, provided **we** have got back all that **we** have paid from those who are responsible.

Note: **Your** premium can be affected by factors other than **your** NCD. **You** should note any change in the level of NCD is no guarantee that **your** premium will not rise.

Your NCD is not transferable to another person except in exceptional circumstances and with **our** written agreement. Details are available via **My AXA Account**.

If **you** have chosen to protect **your** NCD (PNCD) then, in the event of one claim on **your policy** in any **period**

of insurance (up to a maximum of two claims in any consecutive three year **period of insurance**), **your** NCD will not be changed at **your** next **policy** renewal, after which **your** NCD will be reduced for each further claim in accordance with **our** declared scale.

If **we** become aware of a claim or accident after **we** issue **you** with a renewal invitation **we** will revise the renewal quote. If **you** have protected NCD and the claim is **your** third in any consecutive three year **period of insurance** **we** reserve the right to remove the NCD protection and invite renewal without it.

Section I - Driver injury cover option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

Definitions

For the purposes of this section the following definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document):

Accident

A road traffic **accident** involving **you** as the **named driver** on **your certificate of motor insurance** that occurs whilst **you** are driving the **car** during the **period of insurance** within the **territorial limits**.

Compensation

The **compensation** that we will pay under this **policy** section. This will be assessed by **us** and calculated on the same basis as if **you** were an injured or deceased third party claimant and **your** level of damages was assessed as a civil claim by the courts of England, Wales or Scotland but subject to the terms conditions, limitations and exclusions of this **policy**.

Dependant(s)

Your financial **dependant(s)** as defined by the Fatal **Accidents** Act 1976 (as amended) including, but not limited to, **your** children; spouse; civil partner or co-habitee of at least 2 years.

Full payment basis

The full value of the **compensation**, as if calculated on a full basis ignoring any reduction to reflect **your** degree of fault.

Injury or injuries

Physical bodily **injury**, including psychological or psychiatric illness resulting from an **accident**.

Limit of indemnity

The maximum **compensation** payable per **accident** and in the aggregate for all **accidents** occurring during the **period of insurance**. This is the overall maximum amount **we** will pay to **you** and/or **your**

estate and/or the personal representatives of **your** estate on behalf of **your dependant(s)** in respect of any claims arising from **your injury** or death during the **period of insurance**.

Policy section

Your Driver **injury** cover **policy** section issued by **us**.

Qualified medical practitioner

A doctor or a specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a relative of the **named driver**.

State benefits

Any statutory benefit, sick pay or income support which **you** (or **your** estate or **your** personal representative on **your** behalf) are entitled to receive from the State by reason of **your injuries** or death resulting from the **accident**.

You, your

The **named driver** as declared to **us** and specified in the **certificate of motor insurance**.

We will pay:

You (or, in the event of **your** death, **your** estate or personal representatives of **your** estate on behalf of **your dependant(s)**) for **your** losses resulting from **your accident** on the same basis as if **you** were an innocent third party. **We** will pay for **your** general damages, loss of earnings, medical treatment, care costs and any other eligible legally recognised financial losses arising from **your injury** or death due to an **accident** for which **you** were at fault or partly at fault, subject to the terms and conditions of this **policy** section.

The most we will pay:

1. is the **compensation** on a **full payment basis** reduced to reflect **your** proportionate degree of responsibility for the **accident** (for example, if **you** are two-thirds to blame for the **accident**, **you** will receive two-thirds of the **compensation** calculated on a **full payment basis**). **Your** degree

of responsibility for the **accident** being decided by **us** or, if applicable, as agreed between **us** and the insurer of any third party who may have suffered loss or **injury** in the **accident**, or failing such agreement as may be determined by a court or other tribunal and subject to the law of the jurisdiction in which the **accident** occurred.

2. in respect of all **accidents** during the **period of insurance** is £1,000,000 including all costs.
3. in the event of **your** death if **your** estate or **dependant(s)** are eligible to claim any death in service benefit arising from **your** employment at the time of death, the amount **we** will pay will be limited to the difference between the amount received or entitled to be received by way of such death in service benefit and the amount that would otherwise have been payable as a result of **your** death.

We will not pay:

1. **your excess** as shown in the **schedule**.
2. for any injury, liability, loss, damage, cost or expenses if one or more of the following apply:
 - a) the **accident** did not occur during the **period of insurance**.
 - b) **you** were not at least in part responsible for the **accident**.
 - c) **your** injury or death did not result directly from the **accident**.
 - d) the **accident** did not arise from a collision between the **car** whilst being driven by **you** and another motor vehicle, person or object and which results directly in damage to **your car**.
 - e) **you** failed to wear a seat belt (which shall include a disabled person's seat belt where applicable), without lawful excuse.
 - f) **we** have not agreed to provide **you** with an indemnity under Section A (Accidental Damage to **your car**) (although this may be subject to an **excess** for which no payment is ultimately made) in respect of the **accident**.
 - g) **you** are convicted of a criminal offence arising from the **accident**, for which the court have the power to impose a sentence of imprisonment of 2 years or more.
3. for any liability, loss, damage, cost or expenses if **you** were getting into or out of **your car** or while loading or unloading **your car** at the time of the **accident**.
4. **your** legal costs in pursuing or defending any claim or prosecution arising out of the **accident** or **your** legal or other costs incurred in presenting a claim to **us** under this **policy**.
5. for suicide, attempted suicide or any self inflicted injury.

You must:

1. notify **us** as soon as possible of any **accident** which could lead to a claim under this **policy**.
2. provide **us** with any information or documentation **we** reasonably request, detailing the full circumstances of the **accident** including any witnesses.
3. inform **us** of any other insurance **policies** that **you** hold which may provide cover for **injury to you** as a result of the **accident**.
4. not admit liability for the **accident** without prior express agreement from **us** or in any way impede or prejudice **our** investigations into the circumstances of **your accident** and **you** (and in the case of **your** death, **your** estate and/or **your dependant(s)**) must fully co-operate with **us** and **our** legal and medical representatives.
5. give **us** a valid written receipt or discharge form for any **compensation we** pay to you under this **policy** section. However, in the event of **your** death only the personal representatives of **your** estate can provide **us** with a valid written receipt or discharge form (either on behalf of **your** estate or **your dependant(s)** as the case may be).
6. in the event that medical treatment is required:
 - a) obtain appropriate medical treatment as soon as reasonably practicable after **your accident**. **Your** entitlement to payment for such medical treatment will be subject to the provisions set out under the heading "Medical Treatment and Care Costs" below.
 - b) supply all medical reports and any other relevant documents that **we** request for the purposes of **our** assessing **your** claim. **We** will be responsible for the cost of any report that **we** commission for the purposes of considering **your** claim.
 - c) co-operate with the **Qualified Medical Practitioners** and experts **we** nominate to conduct medical examinations or other enquiries or tests **we** consider relevant for the purposes of assessing or considering **your** claim.

We will:

If **you** (and/or **your** estate and/or any of **your dependant(s)**) are eligible to claim **compensation** or benefits under any other **policy** as a result of **your accident**, reduce the amount of **compensation we** will pay to **you** by the amount to which **you** are entitled under the other **policy** covering **you** (including death in service benefit arising from **your** employment at the time of death).

If **we** make an overpayment due to any misrepresentation of the circumstances of the **accident** or **your injuries** or losses, recover the overpayment from **you** or **your** personal representatives or estate

and **you** will be obliged to repay **us** as soon as possible. **We** reserve the right also to recover from **you** interest on such overpayment at the rate of 2% above Bank of England bank lending rate applicable over the period from initial overpayment to point where **we** recover on the amount(s) outstanding.

If **you** subsequently die as a result of the **accident** after **we** have already paid **compensation** in relation to **your injuries** then any amount **we** have paid that exceeds the sum now properly payable as **compensation** shall be deducted from any **compensation** owed to **your** estate and/or the personal representatives of **your** estate in respect of **your dependant(s)** to avoid overpayment, but **we** will not seek to recover any overpayment arising solely due to revaluation of **your** claim due to **your** subsequent death as a result of the **accident**.

Dispute resolution

If there is a dispute between **us** and **you** regarding the amount of **policy compensation** to be paid under this **policy** section, **we** and **you** agree to the matter being submitted to an independent arbitrator, being a suitably qualified solicitor or barrister who is an Associate, Member or Fellow of the Chartered Institute of Arbitrators with expertise in personal injury claims, for determination and whose decision will be binding upon both **us** and **you**.

Loss of earnings

In the event of **you** claiming under this section for Loss of Earnings the most **we** will pay for **your** loss of earnings is:

1. 65% of **your** pre-**accident** earnings calculated

after deduction of tax and National Insurance (or equivalent), any state benefit, sick pay and any individual or group income protection insurance payments received by **you** as a result of the **accident**.

2. £5,000 per calendar month (commencing on the third month after your **accident**).

We will not pay for **your** loss of earnings:

- for the first two calendar months loss of earnings due to the **accident**. **Your excess** will be deducted from any payment to **you** for any later month(s).

Medical treatment and care costs

In the event of **you** claiming under this section for medical treatment & care costs **we** will pay expenses incurred with **our** prior agreement where such treatment and care is reasonably recommended by an appropriately qualified medical practitioner and has been approved by **us** in advance (**our** prior approval will not be required where such treatment and care is of an emergency nature reasonably provided to **you** as a result of the accident).

We will not pay for any private medical treatment, medical and care expenses where reasonably equivalent treatment and/or care are available through the **UK** National Health Service or other statutory providers (or through any reciprocal healthcare arrangement with the **UK** provided within the European Union or elsewhere).

Section J - Courtesy car option (This section is automatically provided for AXA Insurance customers.)

Definitions

For the purposes of this section the following definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document):

Courtesy car

The optional temporary **car** **we** will provide **you** with in the event of a claim as described in the **schedule**. The **car** provided will be a 1 litre three door petrol manual transmission **car**.

Courtesy car company

The company **we** instruct to provide **you** with a temporary **courtesy car**.

If **your car** is damaged and immobile or stolen and not recovered in England, Wales or Scotland and if the event is covered by **your policy** under Section A (Accidental damage to **your car**) or Section B (Fire and theft) then at **our** option, **we** will either:

- arrange for **you** to be collected and taken from **your** home address, or any other address within ten miles, and returned there after the period of hire, to the nearest **courtesy car company** location to take delivery of a **courtesy car**; or
- deliver to and collect from **your** home address, or any other address within ten miles, a **courtesy car**; or
- if **your car** is driveable at **our** option **we** may instruct **you** to collect **your courtesy car** from one

of **our** recommended suppliers as described in **your schedule**.

We will pay:

1. following loss or damage to **your car**, **we** will pay for the supply of a **courtesy car** during the period **your car** is not roadworthy or while **your car** is with a motor repairer. In the event that **we** regard **your car** as a write-off or **your car** is not recovered, the most **we** will pay is limited up to the time an offer is made in settlement of the claim;
2. if **we** cannot arrange a **courtesy car**, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day;
3. if **your car** has been specially adapted for **you** or for a **named driver** with disabilities and **we** cannot arrange a suitable **car**, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day.

The most we will pay:

1. for a **courtesy car** or for alternative travelling costs is up to 14 (up to 21 if **courtesy car** plus has been purchased) consecutive days and 21 (28 days if **courtesy car** Plus has been purchased) days in any **period of insurance**.
2. If **you** have chosen Third party fire & theft cover there is no cover for **your car** under Section A (Accidental damage to **your car**). **We** will not provide a **courtesy car** unless **you** make a claim under Section B (Fire and theft) of this **policy**.

This section only provides a **courtesy car**. The **courtesy car** provided by **us** will be insured under **your**

policy under sections A to H and K but only if **your schedule** shows that these sections apply to **your policy**. The terms and conditions of this **policy** will normally apply to the use of **your courtesy car** as if it was **your own car**. However:

3. if **your car** is insured for Third party fire & theft cover only:
 - a) the **courtesy car** will also be insured under Section A (Accidental damage to your car) whilst **you** are using it.
 - b) **we** may amend **your excess**; refer to **your schedule** for details.
4. The **courtesy car** may only be used in England, Wales or Scotland.

Any claims occurring on the **courtesy car** will be made on **your policy** and may affect **your** No claims discount.

In addition to the above, the terms and conditions of the **courtesy car company** are incorporated into and will apply as part of this section of this **policy**. **You** will receive a copy of these terms and conditions when a **courtesy car** is supplied to **you**, in particular **you** will be required to show a driving licence for each **named driver** to the **courtesy car company** and **you** may be required to pay a deposit (refundable on return of the **courtesy car** undamaged and without any unpaid charges or fines against it e.g. for parking or driving in a congestion zone). However if there is any conflict between the terms and conditions provided by the **courtesy car company** and those applicable to this **policy**, those applicable to this **policy** will prevail.

Section K - Legal assistance service option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

Definitions

For the purposes of this section only the following definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document):

Costs

Standard professional fees and **costs** reasonably and necessarily charged by the **lawyer**. It also covers **your** opponent's **costs** which **you** are ordered to pay by a court and other costs **we** agree, in writing, to pay.

Lawyer

The legal representative or other appropriately qualified person acting for **you**.

You have the right to choose the **lawyer** acting for

you in the following circumstances:

- Where the commencement of court proceedings to pursue **your** claim is required
- Should any conflict of interest or dispute over settlement arise.

Should **you** choose to instruct **your own lawyer** **we** will discuss the fees with them, and unless **we** agree otherwise the fees will not exceed the fees normally charged under arrangements with **our** own solicitor panel.

Uninsured losses

Losses that **you** cannot recover from any insurance **policy**.

We will pay:

The **costs** for recovering **uninsured losses** which arise directly from a road traffic accident involving **your**

car in the **territorial limits** and during the **period of insurance** which causes:

- **your** or a **named driver's** death or injury.
- damage to **your car**.
- damage to any property in **your car** which **you** or a **named driver** own or are legally responsible for; or
- any other **uninsured losses** **you** or a **named driver** suffer.

Please note - Cover under this section does not apply if **you** or the **named driver** have been involved in an accident which is caused by **you** or the **named driver** whether deliberately or accidentally.

We or the **lawyer** will seek to settle the claim without going to court. However at any time **we** can carry out the claim in **your** name or that of the **named driver**. **We** reserve the right to settle a claim by paying the full amount in dispute.

Prospects of success

We will only provide cover where **your** claim or any appeal **you** are pursuing or defending is more likely than not to be successful. If **you** are seeking damages or compensation, it must also be more likely than not that any judgement obtained will be enforced.

If **we** consider **your** claim is unlikely to be successful or any judgement will not be enforced **we** or **you** may request a second opinion from an independent **lawyer**. If the independent **lawyer** agrees **your** claim is unlikely to be successful or any judgement is unenforceable then **you** cannot make a claim under this section.

The most we will pay:

The most **we** will pay will be £100,000 for any claim or claims arising from any one incident. This total includes all **your costs** and all **your** opponent's **costs**.

We will not pay:

1. charges or payments **you** or the **named driver** receive or make before **we** accept the claim.
2. costs **you** or the **named driver** incur, or payments **you** make without **our** agreement.
3. costs due to an agreement or contract between **you** or the **named driver** and anyone else (including the lawyer) without **our** permission.
4. any claim for an accident which is caused by **you** or a **named driver** whether deliberately or accidentally.
5. costs if **you** or the **named driver** withdraw instructions from the lawyer, dismiss the lawyer or withdraw from legal proceedings without **our** permission.
6. costs if **you** or the **named driver** follow up the claim other than in accordance with **our** advice or that of the lawyer.
7. costs involved in disputes between **you** or the **named driver** and us or **our** agents or in connection with this **policy**.

8. costs that can be recovered from any other source or insurance **policy**.
9. costs for any legal proceedings or claim outside England, Scotland or Wales unless **we** agree otherwise in writing.
10. costs if, in **our** reasonable opinion, the person(s) from whom **you** or the **named driver** are claiming are unlikely to be able to pay the damages.
11. further costs if during a claim **you** or the **named driver** do not accept a reasonable offer to settle or if it is no longer likely that **you** will be successful with **your** claim.
12. claims:
 - a) brought about by **you** or the **named driver** deliberately doing or not doing something.
 - b) if **you** or the **named driver** make a false declaration that affects the handling of this claim.
 - c) if **you** made a false declaration when **you** inceptioned this **policy** or made any subsequent amendment to the **policy**.
 - d) if at the time of the event this **policy** section was not in force.
 - e) if at the time of the accident, **your** car is being driven or used for a purpose that is not allowed by this **policy**.
 - f) if **you** or the **named driver** are responsible for unreasonable delay which affects the claim.
13. claims due to faults in **your** car whether or not this is due to a faulty or incomplete service or repair.
14. claims arising from any computer program, microchip integrated circuit or similar device failing to function correctly.
15. legal costs, fines, compensation and penalties that **you** or the **named driver** are ordered to pay by a court or other authority.

You or the named driver must:

- tell **us** about the claim as soon as possible.
- fully co-operate with the **lawyer** and **us**. **We** will only ask for information that is relevant to **your** claim and **we** will pay any reasonable expenses **you** incur in providing **us** with this information as part of **your** claim.
- not do anything which might damage the claim.
- tell **us** about any developments affecting the claim.
- tell **us** if anyone makes a payment into court or offers to settle the claim

If **you** or the **named driver** do not keep to these conditions **we** may refuse any claim or withdraw from any current claim.

Arbitration

If there is a dispute between **you** or the **named driver** and us about the handling of any claim under this section the matter may be referred to arbitration. The arbitrator will be a solicitor, barrister or other suitably

qualified person and will be chosen jointly between **you** or the **named driver** and **us**. If **we** cannot agree on a choice of arbitrator they will be appointed by the president of the Law Society (or other similar organisation) for that part of the **United Kingdom** whose law governs this part of the **policy**.

The appointment of the arbitrator and their subsequent decision will be final and the losing party will be responsible for paying the cost of referral. Using arbitration does not affect **your** legal right to use the Financial Ombudsman Service or to refer to a court of law.

Section L - Breakdown option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

Definitions

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

Breakdown

An electrical or mechanical failure to **your car**, which immediately immobilises **your car**.

Claim

Any insured incident within the scope of the cover provided by this section of **your policy**.

Duration

The period that begins with the date of **your** departure from the **United Kingdom** and ceases upon **your** return to the **United Kingdom** for a period not exceeding 90 days.

Period of insurance

The period from 24 hours after the first start date of the cover provided under this section to the end date of **your** current **policy** (or the end date of this section if earlier).

Rescue operator

Person(s) that **we** will send to attend a reported **breakdown**.

Rescue team

The control team that **you** ring to report a **breakdown**.

Trailer

A single caravan or trailer that is attached to **your car** at the time of **breakdown** and does not exceed 7.0104 metres (23 feet) in length.

We/Us/Our

AXA Assistance (UK) Ltd and Inter Partner Assistance SA.

This option is underwritten by Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. AXA Assistance operates the 24-hour motoring assistance helpline. This insurance is effected in England and is subject to the Laws of England and Wales.

There are four levels of **breakdown** cover available under this section:

- AXA Roadside
- AXA Rescue
- AXA Rescue & HomeAssist
- AXA European

AXA Roadside

If **your car** breaks down more than one mile from **your** home, **we** will provide roadside assistance.

We will pay:

1. for a **rescue operator** to attend **your car** **breakdown** including all call out fees and mileage charges needed to repair or assist with **your car** at the roadside in accordance with the **policy**.
2. if, in the opinion of **our rescue operator**, they are unable to repair **your car** at the roadside **we** will:
 - a) pay for **you** and up to 6 passengers, **your car** and an attached **trailer** to be recovered to whichever one of the following locations is closest and within 10 miles of the:
 - i) original destination.
 - ii) original departure point.
 - iii) nearest garage.
3. pay any necessary ferry and toll fees as part of the recovery within the **United Kingdom** only.
4. in the event that **you** lose or break **your** keys, **we**

will pay for the call out and mileage back to **our rescue operator's** base. All other costs incurred will be at **your** expense.

5. for two messages to be forwarded to either **your** home or place of work to advise of **your** situation.

We will not pay:

1. for travel outside the **United Kingdom**;
2. for **breakdown** within one mile of **your** home;
3. for **car** recovery greater than 10 miles from **your** location at the time of **breakdown**.

AXA Rescue

If **you** have opted and paid for AXA Rescue, it includes all the same benefits as AXA Roadside, plus if in the opinion of **our rescue operator**, they are unable to repair **your car** at the roadside then:

We will pay:

1. and arrange in the first instance for **your car**, an attached **trailer, you** and up to 6 passengers to be taken to the nearest garage able to undertake the repair.
2. and arrange, if the above is not possible at the time or the repair cannot be made within the same working day, for **your car**, an attached **trailer, you** and up to 6 passengers to be taken to **your** home or original destination.
3. for the following services which are offered on a pay and **claim** basis, which means that **you** must pay initially and **we** will send **you** a **claim** form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue team** who will only reimburse **claims** when **we** are in receipt of a valid invoice/receipt. The **policy** will only pay for a group 1 **car** hire rate:

- a) if **our rescue team** decide to provide overnight accommodation, **we** will pay a maximum of £60 for a lone traveller or £40 per person for one night for **you** and up to 6 passengers. The maximum per incident is £240; or
- b) if **our** repairing **recovery operator** is unable to repair **your car** within the same working day or a period agreed between **you** and **our rescue team**, **we** will pay up to £100 (maximum) towards the cost of alternative transport or **car** hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect **your car**. The **policy** will only pay for a group 1 hire **car** rate and this service can only be used to complete a journey whilst **your car** is being repaired a minimum of 20 miles away from **your** home address.

We will not pay:

1. for travel outside the **United Kingdom**;
2. for **breakdown** within one mile of **your** home.

AXA Rescue & HomeAssist

If **you** have opted and paid for AXA Rescue & HomeAssist, it includes all the same benefits as AXA Roadside and AXA Rescue plus if **your car** breaks down at **your** home address or within a one mile radius, **we** will pay for a rescue operator to attend the **breakdown** and arrange to pay call out fees and

mileage charges needed to repair or recover **your car** to a local garage.

We will not pay:

for travel outside the **United Kingdom**

AXA European

If **you** have opted and paid for AXA European, it includes all the same benefits as AXA Roadside, AXA Rescue and AXA Rescue & HomeAssist, plus the following:

We will provide a **breakdown** service in a number of European countries where the maximum duration of any single trip does not exceed 90 days. Please ensure **you** carry **your** V5 registration document with

you during **your** journey. **We** will require detailed information from **you** regarding the location of **your car**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** European network. **You** will be kept updated and therefore, **you** will be asked to remain at the telephone number **you** called

from. Countries covered for **breakdown** under this cover are:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

For assistance in Europe call 00 44 1737815632.

We will send help to the scene of the **breakdown** and arrange to pay call out fees and mileage charges needed to repair or assist with **your car**.

If during **your** journey **your car** breaks down and it is not safe to drive, and it will take at least 48 hours to repair, or if it is stolen and not recovered within 48 hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

1. to move **you**, **your** passengers and luggage to where **you** were originally travelling to, and then, once **your car** has been repaired, take **you** back to **your car** or bring **your car** to **you**; or
2. the cost of hiring another **car** while **your car** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire-car company; or
3. **we** will pay for bed and breakfast costs of up to £30 for each person each day (£500 in total for everyone in **your** group) while **your car** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** cannot get **your** money back.

If you can't use your own car to get home

What is covered

If after a **breakdown** **your car** is still not repaired or safe to drive when it is time for **you** to go home, **we** will pay for suitable transport to get **you**, **your** passengers and **your** luggage home, and up to £150 towards other travel costs in the **United Kingdom** while **you** wait for **your** own **car**. **We** will select the most appropriate solution from one of the following options:

1. **your car** to **your** home or **your** chosen repairer in the **United Kingdom**; or
2. pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your car** once it has been repaired or found; or
3. pay any storage charges (up to £100) while **your car** is waiting to be repaired, collected or taken home.

We will not pay:

1. ferry and toll fees in the countries stated for the European extension of cover.

2. service where repatriation costs exceed the **market value** of **your car**.
3. repatriation to the **United Kingdom** within 48 hours of the original **breakdown** regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments **you** have made within the **United Kingdom**.
4. repatriation if **your car** can be repaired but **you** do not have adequate funds for the repair.

General notes relating to Europe

If **you break down** on a European motorway or major public road, **we** are generally unable to assist and **you** will need to obtain assistance via the SOS phones. The local services will tow **you** to a place of safety and **you** will be required to pay for the service as soon as possible. **You** can then contact **us** for further assistance. **We** will pay a maximum of £60.00 towards reimbursement of the costs, but **we** will only reimburse **claims** when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the **claim**.

If **you** have broken down in a European country during a public holiday, many services will be closed during the holiday period. In these circumstances, **you** must allow **us** time to assist **you** and effect a repair to **your car**. **We** will not be held liable for any delays in reaching **your** destination.

Uninsured service

- **We** can provide assistance for faults that are not covered under this insurance **policy** or where **you** would like **us** to assist additional passengers who exceed the maximum of 6, stated within this **policy**. All costs (including an administration fee) must be paid for as soon as possible by credit or debit card. If **you** wish to use this service please call 0845 604 1635 and request the "pay on use service".

Exclusions applying to all levels of breakdown cover

With regard to any **claim** under this section:

We will not pay for:

1. any repairs undertaken at the **rescue operator's** premises or any garage. (This forms a separate contract between **you** and the garage).
2. any **trailer breakdown** or the recovery of the **trailer** if **your car** does not **break down**.
3. any **car** not registered with **us** and not described on **your policy**.
4. minibuses, vans, commercial vehicles or limousines.
5. any **breakdown** or recovery outside the **period of insurance**.
6. cars over 10 years old for cover in Europe unless the appropriate additional annual premium has been paid.
7. **breakdowns** caused by failure to maintain **your car** in a roadworthy condition including maintenance or proper levels of oil and water. If, in the opinion of **our rescue operator**, **your car** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your policy** immediately notifying **you**, by letter, what action **we** have taken.
8. failure to comply with requests by **us**, the **rescue team** or **our rescue operators** concerning the assistance being provided.
9. **your car** running out of fuel.
10. services that cannot be effected because **your car** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.
11. any costs where **your car** cannot be reached or is immobilised due to snow, mud, sand or flood or where **your car** is not accessible or cannot be transported safely and legally using a standard transporter.
12. costs arising out of **your** overloading of **your car** or carrying more passengers than it is designed to carry.
13. the cost of any parts, components or materials used to repair **your car**.
14. repair and labour costs other than half an hour roadside labour at the scene.
15. any costs or expenses not authorised by **our rescue team**.
16. the cost of food, drinks, telephone calls or other incidentals.
17. the cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **car**.
18. the cost of fuel, oil or a hire **car** or insurance for a hire **car**.
19. service if **you** already owe **us** money.
20. any costs incurred if **you** are unable to make a connection to the contact telephone number provided.
21. the recovery of **your car** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect **we** will only recover to one address in respect of any one **breakdown**.
22. overnight accommodation or **car** hire charges if repairs can be carried out at or near the scene of the **breakdown** within an agreed time.
23. **claims** not notified and authorised prior to expenses being incurred.
24. The charges of any other company (including police recovery) other than **our rescue operator** or of car hire or accommodation charges except those authorised by **us**.
25. any damage to **your car** or **trailer**, or their contents whilst being recovered, stored or repaired and any liability or any loss arising from any act performed in the execution of the assistance services provided.
26. any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
27. the recovery of any **trailer** where the total length exceeds 7 metres (23 feet) and where it is not attached to **your car** with a standard towing hitch.
28. any request for service where remedial action has not been taken within 2 working days following a previous **breakdown** or temporary repair being made, unless in transit between a temporary repair and repairing garage.
29. more than six callouts per **policy** per year.
30. claims totalling more than £15,000 in any one year.
31. any cost recoverable under any other insurance **policy** that **you** may have.
32. storage charges; except those specifically stated under AXA European benefit.
33. **cars** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised.
34. assistance if **your car** is deemed to be illegal, untaxed, uninsured, unroadworthy, or dangerous to transport.
35. recovery of **your car** or **your** transport costs to return **your car** to **your** home once it has been inspected or repaired.
36. any cost that would have been incurred if no **claim** had arisen.
37. the cost of draining or removing contaminated fuel.
38. a request for service following any intentional or wilful damage caused by **you** to **your car**.
39. service where glass or windscreens have been damaged or broken as a result of an accident,

theft, or act of vandalism.

40. any cover which is not specifically detailed within this **policy**.
41. any **claim** where the **duration** of a single trip is planned to or subsequently exceeds 90 days.

Conditions under this section

With regard to any **claim** under this section:

1. **we** will provide cover if:
 - a) **you** have met all the terms and conditions within this insurance.
 - b) the information provided to **us**, as far as **you** are aware, is correct.
2. **you** must not transfer the **policy** to anyone else.
3. the driver of **your car** must remain with or nearby **your car** until help arrives.
4. **we** can request proof of outbound and inbound travel dates.
5. **we** must be advised, as soon as possible at the time of contacting **us** for assistance, if **your car** is fitted with alloy wheels. If **we** are not advised and **we** are unable to provide the service promptly or efficiently through the **rescue operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
6. **cars** unable to carry a serviceable spare wheel or an aerosol repair kit will be recovered to an appropriate local garage only. An **excess** of £40.00 must be paid as soon as possible by credit/debit card before assistance can be provided.
7. if **we** are able to repair **your car** roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted, by credit card.
8. if a call out is cancelled by **you** and a **rescue operator** has already been dispatched, **you** will lose a call out from **your policy**. **We** recommend **you** to wait for assistance to ensure **your car** is functioning correctly. If **you** do not wait for assistance and **your car** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call outs.
9. **we** have the right to refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue team** or **our rescue operators**.
10. if, in **our** opinion, **your car** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your policy** immediately notifying **you**, by letter to **your** registered address, of the action **we** have taken.
11. the repair must be carried out if **your car** is recovered to a dealership and the dealership can repair **your car** within the terms stated. **You** must have adequate funds to pay for the repair. If **you** do not have funds available, any further service related to the **claim** will be denied.
12. **you** must have adequate funds to pay for alternative transport or overnight accommodation costs. If **you** do not have funds available, any further service related to the **claim** will be denied.
13. if **your car** is beyond economical repair **we** have the option to offer the **market value** of **your car** to **you** and pay for alternative transport home.
14. the transportation of livestock (including dogs) will be at the discretion of the rescue operator. Alternative transport can be arranged but **you** will need to pay for this service by credit or debit card.
15. if **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance **policy** for any costs incurred by **us**, **you** will need to **claim** these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
16. **we** will not be liable for any delays or losses **you** incur if **you** are unable to make a telephone connection to **us**.

We reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.

We may cancel the **policy** by sending 7 days notice to **your** last registered address.

Should **you** wish to contact **us**, call **our** AXA Help Team on 0871 230 9999* or contact **us** via **email**. Please send **your** correspondence to **our** head office: AXA Rescue, c/o AXA Assistance (UK) Limited, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey, RH1 1PR.

*Call costs may vary depending on your service provider

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (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, 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.

Service provider and insurer

This service is provided on behalf of AXA Insurance by AXA Assistance (UK) Ltd, Registered Company Number 2638890 and is underwritten by Inter Partner Assistance SA, Registered Company Number FC008998

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the **UK**, an independent non-governmental body,

given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: www.fsa.gov.uk. This document sets out the terms and conditions of **your breakdown** cover and it is important that **you** read it carefully.

*Call costs may vary depending on your service provider.

Section M - Lost car key cover option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

Definitions

For the purposes of this section only the following definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document):

Car key(s)

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

Lock(s)

The mechanism within **your car** operated by the **car key**.

Loss/lost

The **car key** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Network

A garage or vehicle dealer that **we** appoint.

We will pay:

1. in the event of the **loss** or theft of **your car key** the cost of replacing the **car key** (up to £300). If the **car key** cannot be replaced **we** will pay for replacing the locks of **your car** (up to £1,500). If the **lost car keys** or **locks** are parts which are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.
2. For the cost of transporting **your car** to **our network** or to **your** home in the event of the **loss** or theft of **your car key** (United Kingdom only).

If **your car key** is lost or stolen **we** may, at **our** option use **our network** to replace the **car key** or replace the **locks** of **your car**. If **you** choose not to use them **we** may not pay more than **our network** would have charged and **we** may choose to settle the claim by a financial payment equivalent to the cost **our network** would have charged **us**.

We may also, at **our** option pay reasonable costs to obtain a spare **key** from **your** home if the main **car key** was **lost** or stolen when **you** and **your car** are a long distance from **your** home and **you** do not have another **car key** with **you**.

We will not pay more than the lesser of the **market value** of the **car** if the cost of replacing **your car key**

and/or replacing the **locks** of **your car** exceeds the **market value** of **your car**, subject always to the overall maximum amounts specified above (£300 for the **car keys** or £1,500 for replacement **locks**).

If the **car** is provided under Section J (Courtesy car option) **you** may not choose the method of repair or replacement of the **car keys** or **locks**.

We will not pay:

1. the first £50 of each claim.
2. for any expense incurred as a result of not being able to use **your car key**, or any loss other than the replacement of the **car key** or costs of the replacement **locks**.
3. for costs relating to a damaged **car key** or **lock**.
4. for the cost of any alternative transport under this section.
5. for any expense caused by theft or attempted theft if the **car key** was taken by a member of **your** family or household, or taken by an employee or ex-employee.
6. for any claim if, at the time of the incident, **your car** or **car keys** were under the custody or control of anyone with **your** permission who is not covered under this **policy**.
7. for any claim if the **car** is not legally owned by **you** or **your** spouse, civil partner, **partner**, child or parent unless the **car** is provided under Section J (Courtesy car option).
8. for loss of use or any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
9. for loss or damage caused by wear and tear or loss of value.
10. for any theft claims which have not been reported to the Police and a crime reference number obtained.
11. for any claim if the costs or payments are recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
12. for transporting the driver, passengers, pets and or goods.

Where **your car** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit, or accessory of **your car** becomes unobtainable or obsolete in pattern and therefore out of stock in the **UK**, **we** will not pay for the following:

- increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time delivery.
- storage costs awaiting commencement of the repair to **your car**.

You must:

Comply with the following conditions and the general conditions to have the full protection under this section. If **you** do not comply with them **we** may, at **our** option, refuse to deal with **your** claim or reduce the amount of any claim payment. **You**, all **named drivers** and anyone else seeking to make a claim under this **policy** must:

1. not unreasonably withhold **your** consent for **us** to proceed with the repair to **your car** after **we** have obtained an estimate from **our network**.

2. upon **our** request and as soon as possible, provide **us** or the **network** with any formal documentation for proof of vehicle and personal identity in order for **us** to fulfil **your** claim for replacement of **car keys** or **locks**.

Section N - Wrong fuel cover option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

Definition

For the purposes of this section only the following definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document):

Misfuelling

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

We will pay:

If **your car** is subject to **misfuelling** during the **period of insurance we** will cover:

1. draining and flushing the fuel tank on site using a specialist roadside vehicle.
2. recovery of **your car**, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
3. replenishing the fuel tank with 10 litres of the correct fuel up to a maximum value of £250 per claim. **You** will be responsible for paying any costs that exceed of £250 per claim.
4. any claim up to a maximum of £250 in any **period of insurance**.

We will not pay:

1. for mechanical or component damage to **your car** whether or not caused as a result of **misfuelling** or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
2. any claim where the **misfuelling** occurs outside of the **United Kingdom**.
3. any claim for **misfuelling** if it occurs within 14 days of the start date of the **policy** (except where **your policy** has renewed with **us**).
4. for fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
5. for any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
6. any expenses that are not supported by original receipts and a written report from the specialist who drained or recovered **your car**.
7. for loss of use of **your car**.

Section 0 - Personal accident plus option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

We will pay:

1. If **you** are accidentally injured while travelling in or getting into or out of **your car**, whilst in the **United Kingdom** and this injury alone results within three calendar months in:
 - a) death; or
 - a) permanent and total loss of sight in one or both eyes; or
 - b) loss of, or permanent and total loss of use of, one or more limbs at or above the elbow or knee.

The most we will pay:

The most **we** will pay **you** or **your** legal representatives is the benefit shown in the **schedule**. This is the maximum benefit **we** will pay to **you** under this section in the **policy period of insurance**.

If **you** are insured by **us** against personal accident under any other motor insurance **policy**, benefit shall be recoverable under only one **policy**.

We will not pay:

1. for any injury or death resulting from suicide, attempted suicide or deliberate self-inflicted injury.
2. for any deliberate attempt to put lives in danger (unless to save a human life).

General exceptions which apply to all sections of this policy

We will not pay:

1. for any liability, loss, damage, cost or expenses which takes place while any **car** insured under this **policy** is:
 - a) being used for a purpose other than that shown in the limitations as to use in Section 6 of **your certificate of motor insurance** or;
 - b) driven by someone who:
 - i) does not have a valid driving licence; or
 - ii) is breaking the conditions of their driving licence; or
 - iii) is not specifically named in Section 5 of **your certificate of motor insurance** as being entitled to drive **your car**.However this exception does not apply if **your car** is:
 - a) with a member of the motor trade who is not named in the **certificate of motor insurance** for the purpose of maintenance or repair.
 - b) being parked by an employee of a hotel, restaurant or car-parking service who is not named in the **certificate of motor insurance**.
 - c) stolen or taken away without **your** permission.
2. any costs as a result of an agreement or contract unless **we** would have had to pay the costs anyway.
3. for deliberate or intentional loss or damage caused by anyone insured under this **policy**.
4. any liability, loss, damage, cost or expense caused if **your car**:
 - a) is not taxed and is not registered in the **United Kingdom** with the DVLA unless **your car** is in the process of being registered with the DVLA.
 - a) is normally kept outside England, Scotland or Wales.
5. any loss or damage to property or any direct or indirect loss, cost, expense or liability caused by, contributed to or arising from:
 - a) ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
 - b) the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts.
6. any liability, loss, damage, cost or expense caused by riot, strike or civil commotion outside England, Scotland, Wales, Isle of Man or Channel Islands.
7. any liability, loss, damage, cost or expense caused by, resulting from or in connection with or in controlling or suppressing:
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not).
 - b) civil war, military rising, insurrections, rebellion, revolution, uprising, military or usurped power, martial law or connected looting or pillaging; confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above except to the extent that **we** are required to provide cover under any relevant road traffic legislation.
8. any liability, loss, damage, cost or expense while any **car** is being used on any part of an airport;
 - a) to which aircraft have access including areas used for take off, landing, moving or parking of aircraft.

- b) used for ground equipment parking areas and service roads.
- c) used for customs examination.
- 9. more than **our** legal liability under the relevant road traffic legislation for any claim, if the **named driver** of **your car** insured by **us** was found to have been driving whilst under the influence of drink or drugs at the time of the accident.
- 10. any liability, loss, damage, cost or expense caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- 11. any liability, loss, damage, cost or expense caused by earthquakes and the results of earthquakes.
- 12. any liability, loss, damage, cost or expense arising which directly or indirectly relates to terrorism, except as is strictly required under the relevant road traffic legislation; terrorism being defined as any act or the use or threat of force (whether or not in the **territorial limits**) including but not limited to:
 - a) threat of and/or actual endangerment of the life of a person(s).
 - b) threat of and/or actual serious violence against person(s).
 - c) involving the threat of and/or actual damage to any form of property.
- d) creating a serious risk to the health and safety of the public.
- e) involving the use of firearms, explosives, biological, chemical, nuclear or other means, which is committed by any person(s) for political, religious or ideological purposes to influence any government or to coerce or to put any member of the public in fear.
- 13. any liability, loss, damage, cost or expense caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.
- 14. for any costs involved in contacting **us** regarding **your** claim (including telephone calls).
- 15. for costs resulting out of **your** criminal or illegal act, in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment.
- 16. loss or damage arising from confiscation, requisition or destruction of **your car** by or under order of any government, public or local authority.

General conditions applying to all sections of your policy

You must:

Comply with the following conditions to have the full protection of **your policy**. **You** should also ensure any other **named driver** complies with them. If **you** or any other **named driver** do not comply with them **we** may cancel the **policy** as detailed below, refuse to deal with any relevant claims, or reduce the amount of any relevant claim payments.

1. Your policy information

You must have answered truthfully all questions relating to **your** details; those of **your car** and of all **named drivers** on **your policy** that **we** asked when **your policy** started. **You** must also have truthfully agreed to all statements that **we** listed in the terms and conditions relating to **your policy** when it started. If **you** fail to do so **we** may;

- a) declare **your policy** void from inception (which means treating it as invalid), **we** may not make any return of premium and also recover any unpaid premium.
- b) cancel this **policy** by giving **you** 21 days notice in writing to either the email or the postal address last known to **us** and return any premium less **our** cancellation charge of £52.50 or recover any unpaid premium.
- c) remove one or more **named drivers** from **your policy** and adjust **your** premium accordingly.

- d) recover any shortfall in premium.
- e) not pay any claim that has been or will be made under the **policy**.
- f) be entitled to recover from **you** the total amount of any claim already paid under the **policy** or any claim **we** have to pay under any relevant road traffic legislation, plus any recovery costs.

2. Changes to your policy

Please advise **us** of the following changes (via **your AXA Account** if possible) either before the change or as soon as **you** possibly can.

- a) If **you** sell or change **your car**.
- b) If **you** change **your** address or where **you** keep **your car**.
- c) If **you** want to add or remove a **named driver**.
- d) If **you** scrap **your car** or it becomes the subject of a Statutory Off Road Notification (SORN).
- e) If **you** are moving abroad permanently.
- f) If **you** or any **named driver** receive a non motoring conviction
- g) If **you** modify or alter **your car** from standard **UK** specification.
- h) If **you** want to use **your car** for a purpose not shown on **your certificate of motor insurance**.
- i) If **you** or anyone else covered to drive is told by the DVLA they cannot continue driving.

Please tell **us** at renewal about the following changes:

- a) If **you** or any **named driver** receive a motoring conviction, fixed penalty notice or licence endorsement, are banned from driving or change licence entitlement.
- b) If **you** or any **named driver** change **your** occupation or business in which **you** work.
- c) If any of the information provided by **you** to **us** when **you** took out or last renewed **your policy** has changed or is incorrect. **You** can check this information in **your AXA Account**.

If **you** are unsure whether a change will affect **your policy** cover please ask **us**.

When **you** tell **us** about a change **we** will assess how it affects **your policy** and **you** may need to pay an additional premium. In some cases **we** may not be able to continue with **your policy**, where this happens **you** will be advised and **you** will be given 21 days notice to arrange cover with an alternative insurer.

If **your car** is declared a total loss **we** will advise **you** and give **you** 30 days from the date **we** pay **your** claim to replace **your car**. If **you** do not advise that **your car** has been replaced within this time **we** will assume that **your policy** is not needed and cancel it. As a claim has occurred no refund of premium will be provided.

3. Protecting your car

You must take all reasonable steps to protect **your car** and its contents from loss or damage.

4. Maintaining your car

You must make sure **your car** is roadworthy including that it has, if required, a valid MOT and complies with the relevant legislation in any country where it is being driven. **We** reserve the right to examine **your car** at any reasonable time.

5. Claims

If **you** have a claim or any incident that may lead to a claim under **your policy** **you** must;

- a) tell **us** as soon as possible. If **your car** has been stolen **you** must advise the police and co-operate fully with their investigations;
- b) give **us** full control of the claim including the uplift storage and repair of **your car**. **We** may take over, defend or settle the claim, or take up any claim in **your** name; **you** must not negotiate regarding any claim, settle any claim without **our** written permission or admit liability for any claim unless **we** ask **you** to do so;
- c) co-operate with **us** fully including;
 - i) giving **us** consent to proceed with the

repair to **your car** as soon as possible after **we** have obtained an estimate from **our recommended repairer**

- ii) providing **us** with any formal documentation including the V5 registration certificate for **your car**, personal identity requests or driving licence for any **named driver** of **your car**;
- iii) upon **our** request, send to **us**, unanswered, as soon as possible any documents **you** receive such as notice of prosecution, coroner's inquest, fatal accident inquiry, court summons, claim or letter;
- iv) if the damaged **car** is provided by **us** under Section J (Courtesy car option) the **car** will be referred to **our recommended repairer**.

6. Other policies

We will not pay more than **our** share of **your** claim, if **you** or anyone else has any other insurance which covers all or part of the same loss, damage or liability.

7. Fraudulent claims

Throughout **your** dealings with **us** **we** expect **you** to act honestly. If **you** or anyone acting for **you**:

- a) knowingly provides information to **us** as part of **your** application for **your policy** that is not true and complete to the best of **your** knowledge and belief; or
 - b) knowingly makes a fraudulent or exaggerated claim under **your policy**; or knowingly makes a false statement in support of a claim; or
 - c) submits a knowingly false or forged document in support of a claim; or
 - d) makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion
- then

- a) **we** may prosecute fraudulent claimants.
- b) **we** may make the **policy** void from the date of the fraudulent act.
- c) **we** will not pay any fraudulent claims.
- d) **we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your policy** since the start date.
- e) **we** will not return any premium paid by **you** for the **policy**.

8. Car sharing

This **policy** covers **you** while carrying passengers for social reasons or similar as long as:

- a) **you** do not carry passengers as customers of a passenger-carrying business, **car** sharing scheme or for hire and reward.
- b) **you** do not make a profit from passengers' payments or from allowing someone to drive.
- c) **your car** is not made or adapted to carry more

than eight passengers (excluding the driver) and **you** do not exceed the maximum seating capacity of **your car**.

If **you** are in any doubt as to whether any **car** sharing arrangements **you** have are covered under this **policy** please contact **us** via **My AXA Account**

9. **Proof of NCD**

You will be required to provide proof of **your** no claims discount (NCD). **Your** NCD must be earned in England, Scotland or Wales, have been earned in **your** name as the policyholder, be issued by an insurer in the **United Kingdom** for a private motor **car** or motor bike insurance and be less than 24 months old. Commercial car, classic car, motor home or motor trade proof of No claims discount or bonus is not acceptable.

If **you** do not provide proof of NCD **we** will reassess **your policy** and may charge an additional premium or, if **we** are unable to continue cover, **we** will cancel this **policy** by giving **you** 21 days notice in writing to either the email or the postal address last known to **us**

10. **Compulsory motor legislation**

If, under the law of any country this **policy** covers **you** in, **we** have to make a payment which **we** would not otherwise have paid under this **policy**, **we** may recover any claim payment from **you** or from the person who the claim was made against.

11. **Payment of premium**

You must pay the premium or any instalment on demand.

If **you** have chosen to pay for **your policy** by lump sum, **your** payment will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days. This includes any additional premium or related administration fees that may arise from changes made to **your policy**.

If **you** have chosen to pay for **your policy** by instalments, **you** will be provided with a Fixed Sum Loan Agreement in accordance with the Consumer Credit Act 1974. This contains important information relating to **your** credit agreement. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days.

Should **you** make any change to **your policy** that affects **your** premium, **you** will receive an amended Fixed Sum Loan Agreement to outline **your** new credit agreement and any related administration fees that may arise from these changes will be debited from **your** payment card immediately and

will show on **your** statement within 3 working days.

You may change **your** payment method from instalment to lump sum at any point during the current **period of insurance**.

Should **you** fail to make **your** payment(s) in full and by the due date, **we** will seek to recover **your** payment(s) and may:

- a) charge **you** an administration fee of up to £15.00 if a payment is unsuccessful due to a cancelled instruction or insufficient funds.
- b) terminate **your** Consumer Credit Agreement.
- c) cancel this **policy** by giving **you** 21 days notice in writing to either the email or the postal address last known to **us**.
- d) in the event of a claim, refuse to pay any claims pending on **your policy** or take any unpaid premiums from any claim payment **we** make to **you** or recover any unpaid premium directly from **you**.
- e) refer details of **your policy** to **our** debt collection agencies that will seek to recover **your** payment(s) on **our** behalf and may record the outstanding debt. Should this action be taken, **we** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

12. **Cancelling your policy**

- a) In the reflection or cooling off period
If **you** are not satisfied with the terms and conditions of **your AXA** contract, **you** have the right to cancel **your policy** back to the original start date. If **you** decide to cancel **your policy** in this way, it must be done within the 14 day cooling off period which commences when the **policy** is purchased or received by **you**. If **your policy** is cancelled back to the start date, **you** will not have been covered by **us**. **We** will return the premium paid minus an administration fee of £25, provided that no claims or accidents giving rise to a claim have occurred. If any claim or accident giving rise to a claim has occurred there will be no return premium.
- b) Outside the cooling off period
If **you** choose to cancel outside the 14 day cooling off period and provided no claims or accidents have occurred, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover. There will also be a cancellation fee of £52.50.

If **you** exercise **your** right to cancel outside the 14 day cooling off period and a claim has occurred, **you** will not be entitled to a refund of the

premium paid and **we** reserve the right to apply **our** cancellation fee of £52.50.

If **you** have not paid **us** sufficient money for **us** to retain premium, or if **you** have not paid the full annual premium but have had an accident or claim or committed a fraud or made a false declaration, then **we** reserve the right to recover the money that **you** owe and apply **our** £52.50 cancellation fee. **We** can only deal with **you** in respect of cancellation – **we** are unable to cancel the **policy** on the authority of anyone else even if **you** have given authority for them to act for **you**.

We may cancel **your policy**:

- a) in the event of deliberate or reckless misrepresentation (see General condition 1).
- b) if **we** are unable to continue cover due to changes to **your policy** (see General condition 2).
- c) in the event of fraudulent claims (see General condition 7).
- d) if **you** are unable to provide the appropriate proof of NCD (see General condition 9).
- e) if **you** do not pay **your** premium (see General condition 11).

Cancelling **your policy** means **you** will not be covered from the date and time of cancellation. The **certificate of motor insurance** remains **our** property and in accordance with the Road Traffic Acts and the Motor Vehicles (Electronic Communications of Certificates of Insurance) Order 2010 **you** must send **us** a formal electronic notice to confirm that **your** insurance cover has ceased. Upon cancellation **we** will send **you** the appropriate form which **you** must return to **us**. Alternatively **you** may print and post a copy of **your certificate of motor insurance** to **us** at AXA Court, Fudan Way, Stockton-on-Tees, TS17 6EN on which **you** state that cover has ceased and which **you** sign to that effect.

If **you** do not return a confirmatory cancellation notice to **us** or a signed copy of **your certificate of motor insurance** **you** will be required to complete a statutory declaration that all copies have been returned to **us**, lost or destroyed.

13. Cancelling optional covers (Sections I, K, L, M, N or O)

You have the right to cancel optional Sections I, K, L, M, N or O of **your policy** back to the original start date. If **you** decide to cancel any optional section of

your policy in this way, it must be done within the 14 day cooling off period. The 14 day cooling off period commences when the **policy** is purchased or received by **you**. Cancelling **your policy** in this way will mean that **you** will not have been covered by **us**. If **your policy** is cancelled back to the start date, **we** will return the premium paid, provided that no claims or accidents have occurred.

If **you** cancel sections I, K, L, M, N or O after 14 days of the start date **we** will not refund the premium for this cover.

14. Renewing your policy

To ensure **you** continue to be covered after renewal, **we** will seek to automatically renew **your policy** by using the details provided to **us** when **you** took it out. **We** will retain **your** payment details securely on **our** files so that **we** can take **your** premium at **your** next renewal and **we** will email and send **you** a SMS in advance to remind **you** that this is happening. **You** will also be provided with a renewal invitation which **you** should check to ensure all **your** details are still correct and relevant.

If any changes are required or **you** do not wish to renew **your policy** **you** should let **us** know via **My AXA Account** before **your** renewal date

Please note that if **you** pay annually by Switch or Maestro **we** will not be able to automatically renew **your policy**. In all cases **we** will contact **you** prior to **your** renewal date to advise **you** what to do next.

15. Fees

We are an online company and all **your** documentation will be available via **My AXA Account**. **We** reserve the right to charge an administration fee of up to £30 if **you** request **us** to send **you** insurance documentation by post or for any change or correction to **your policy** that **we** make on **your** behalf.

If **you** choose to cancel **your policy**, **we** reserve the right to charge a £25.00 administration fee if **you** cancel **your policy** within the first 14 days (cooling off period).

If **you** cancel outside the 14 day cooling off period the cancellation fee will be £52.50.

If **we** cancel **your policy** the cancellation fee will be £52.50.

Making a complaint

AXA Insurance Services Limited 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:

AXA Help Team on: 0844 209 6666*

Write to:

Customer Relations Manager

AXA Insurance

9 Fudan Way

Stockton on Tees

TS17 6EN

Email: complaints@axainsurance.com

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

- **your** name, address and postcode, telephone number and e-mail address.
- **your policy** and/or claim number, and the type of **policy** **you** hold.
- 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

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

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

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.

*Call costs may vary depending on your service provider.

Sharing of information

How we use your information and who we share it with

Your privacy is important to **us** and **we** promise **we** will respect **your** personal information. **We** will use **your** information to manage **your** insurance with **us**, including underwriting, claims handling, No claims discount entitlement and statistical analysis. This may include disclosing **your** information within the AXA Group and to agents, suppliers, other insurers, or reinsurers who provide services on **our** behalf.

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
- to other companies who provide a service to **us** or **you** which includes proof of No claims discount (NCD) entitlement; or
- where **we** may transfer rights and obligations under this agreement.

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.

Fraud prevention and credit reference agencies

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

1. approach the DVLA to check all or any relevant driving licence details of anyone named on the **policy**.
2. share information about **you** with other organisations and public bodies including the police.
3. Share information about **you** and any other **named drivers** on the **policy** within the AXA Group and with other insurers.
4. 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.
5. 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 roll 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.
6. periodically search records held by fraud prevention and credit reference agencies to:
 - a) help make decisions about credit services for **you** and **your** financial associates .
 - b) help make decisions on insurance policies and claims for **you** and **your** financial associates.
 - c) trace debtors, recover debt, prevent fraud and to manage **your** insurance policies.
 - d) check **your** identity to prevent money laundering.

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

If **you** would like a copy of the information **we** hold about **you**, please write to: The Data Protection Officer, AXA Insurance, Civic Drive, Ipswich, Suffolk IP1 2AN quoting **your policy** number.

A cheque for £10 made payable to AXA Insurance should accompany **your** request.

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 and to verify **your** identity. Searches and other information provided to **us** and/or the credit reference agencies, about **you** and those with whom **you** are linked financially may be used by **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.

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 (DVLA) and Driver and Vehicle Licensing Northern Ireland (DVLNI) 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 **United Kingdom** or abroad, other **United Kingdom** 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.

Additional products

When **you** take out other policies with **us**, **your** details will be passed to the appropriate provider as shown below:

- Breakdown claims - AXA Assistance (UK) Limited
- Glass claims – Autoglass®
- Car and home claims - Supply & Incident Management Solutions Ltd
- Travel claims - Inter Group Insurance Services Ltd
- Courtesy cars - Enterprise Rent A Car Ltd

If **you** have given **us** permission, **we** and other companies may use **your** details to send **you** information about other products and services that may interest **you** or to carry out research.

Contact us

You can contact us by email or phone

AXA Help Team (for help with your insurance)

Monday to Friday 8am - 9pm, Saturday 8am – 6pm, Sun 9am – 5pm (excludes bank holidays)

Phone 0844 209 6666*

Email help@axainsurance.com

AXA Claims Team

Monday to Friday 8am - 8pm, Saturday 9am – 12noon (excludes Sundays and bank holidays)

Phone 0844 874 0303* (whilst in the United Kingdom)

00 44 1732 376 249* whilst in Europe)

Online Log on to My AXA Account and 'Make a claim' (new and existing claims)

Email claims@axainsurance.com (enquiries about existing claims only)

Emergency support is available 24 hours a day, every day.

AXA Glass Team

24 hours, 7 days a week

Phone 0844 874 0333*

AXA Breakdown Team

24 hours, 7 days a week

Phone 0800 197 1121*

00 44 1737 815 375* (whilst in Europe)

AXA Legal Help Team

Monday to Friday 8am - 6pm (excludes bank holidays), Saturday 9am – 12 noon

Phone 0844 874 0303*

Email legal@axainsurance.com

*Call costs may vary depending on your service provider

AXA insurance policies are underwritten by AXA Insurance UK plc which is registered in England and Wales registered number 078950 and authorised and regulated by the Financial Services Authority, FSA number 202312. Registered address is 5 Old Broad Street, London EC2N 1AD.

Details can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.UK/register or contacting them on 0845 606 1234.