

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:**

**0844 874 0303\***

**Claims outside the UK:**

**0044 1732 376249\***

**Windscreen claims:**

**0844 874 0333\***



### Claim online

Go to [www.axainsurance.com](http://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.

# Contents

<b>Section</b>	<b>Page no</b>
<b>Making a claim</b> .....	<b>2</b>
<b>Your cover</b> .....	<b>4</b>
<b>Managing your policy</b> .....	<b>4</b>
<b>Your contract of insurance</b> .....	<b>4</b>
<b>Definitions</b> .....	<b>5</b>
<b>Section A – Damage to your car</b> .....	<b>6</b>
<b>Section B – Fire and theft</b> .....	<b>7</b>
<b>Section C – Liability to other people and their property</b> .....	<b>8</b>
<b>Section D – Windscreen and window damage</b> .....	<b>9</b>
<b>Section E – Personal accident benefits</b> .....	<b>10</b>
<b>Section F – Additional benefits</b> .....	<b>10</b>
<b>Section G – Foreign use</b> .....	<b>11</b>
<b>Section H – No claims discount</b> .....	<b>11</b>
<b>Section I - Personal accident plus option</b> .....	<b>12</b>
<b>Section J - Courtesy car</b> .....	<b>12</b>
<b>Section K - Legal assistance option</b> .....	<b>13</b>
<b>Section L - Breakdown option</b> .....	<b>15</b>
<b>Section M - Lost car key cover option</b> .....	<b>22</b>
<b>Section N - Wrong fuel option</b> .....	<b>23</b>
<b>General exclusions</b> .....	<b>24</b>
<b>General conditions</b> .....	<b>25</b>
<b>Our promise – how to make a complaint</b> .....	<b>29</b>
<b>Privacy statements</b> .....	<b>29</b>
<b>Contact us</b> .....	<b>31</b>

## 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 25 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**.



**Yves Masson**  
CEO AXA Insurance

## Your cover

### Type of cover

Comprehensive  
Third party fire and theft  
Optional services

### Sections that apply

Sections A to H and J 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](http://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 28 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 Inter Partner Assistance SA who are fully owned by and are a part of the worldwide AXA Group.

## 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**.
2. for any amount over that shown in the **schedule** for loss or damage to **audio equipment**.
3. for loss or damage caused by rust, corrosion, wear and tear or any loss of value including following repair.
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 breakdown, failure 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:
  - a) those supplied and fitted by the manufacturer or their approved garage at the time of original registration,
  - a) any modification to accommodate a disability.
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**.
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 rust, corrosion, wear and tear or any loss of value including following repair.
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) other than:
  - a) those supplied and fitted by the manufacturer or their approved garage at the time of original registration,
  - b) any modification to accommodate a disability.
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 breakdown, failure 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 I** 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 (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including San Marino and the Vatican), 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 - 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
  - b) permanent and total loss of sight in one or both eyes; or
  - c) 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).

## 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.

### 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 28 if **Courtesy car** plus has been purchased) consecutive days and 21 (35 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** incepted 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 prospects of the claim succeeding.
- 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 of **your policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

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

### Important information

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

This section of **your policy** document sets out the terms and conditions of **your** breakdown cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying **policy schedule**. If changes are made, these will be confirmed to **you** separately in writing.

Each level of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all levels of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

### 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).

### We, us, our

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

### Your Home

The last address (in the **UK**) **you** gave to **us** as being where **you** permanently live or where **you** keep **your car**. **You** must have started out from **your** home on **your journey** for cover to apply.

### Breakdown/Break down

Not being able to use **your car** because of:

- a mechanical breakdown;
- an accident;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery; or
- it having no fuel

### Territorial Limits

**United Kingdom (UK)**, the Isle of Man and the Channel Islands.

For European breakdown cover (subsection D only) this also includes Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorus), the Vatican City and other islands that belong to these countries and that are in Europe

### Journey

A trip between **your home** in the **UK** and a place abroad, within the **territorial limits**. The trip must not be longer than 90 days in a row or 90 days in any one **period of insurance**.

**You** must have started out on **your journey** for cover to apply.

### Luggage

suitcases or other bags that contain personal belongings for **your journey**.

**The cover provided under each section is subject to the General Conditions and General Exclusions detailed at the end of this section.**

## How to claim

To get **UK** emergency help phone: **0800 107 7006\***  
If **you** need Breakdown Assistance in Europe, please call: **00 44 1737 815632**

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to 07624 808 266

**You** should have the following information available:

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

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

## Safety

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

## Help on motorways

If **you break down** on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

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

**Your car** must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for **your car**, caravan or trailer, if it is designed to carry one.

\*Calls are free from a BT landline. Calls from other networks or from outside the UK may vary.

## Section A – AXA Roadside

### What is covered

1. If **your car breaks down** more than 1 mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to **your car** (for up to one hour) to try to get it working again.
2. If **your car** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for **your car**, the **driver** and up to six passengers to be recovered to one of the following locations, taking **your** circumstances into account within 15 miles of
  - a) **your** original destination;
  - b) **your** original departure point; or
  - c) a suitable local garage for it to be repaired.**You** must pay the cost of any repairs.  
**We** will pay any necessary ferry and toll fees as part of the recovery within the **UK** only

3. If **you** lose or break **your car** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs.
4. **We** will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

### What is not covered

1. A **breakdown** at or within 1 mile from **your home**.
2. Travel outside the **UK**
3. **Car** recovery greater than 15 miles from **your** location at the time of **breakdown**
4. Anything mentioned in the general exclusions. (Please see section E.)

## Section B – AXA Rescue

The cover in this section applies in addition to the cover shown in Section A.

### What is covered

If **your car** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from the following options, taking **your** circumstances into account.

**Option 1: nationwide recovery:** **we** will take the **driver** and up to six passengers, together with **your car**, at your request, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for **your car** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one journey.



**Option 2: overnight accommodation:** we will pay the costs for bed and breakfast for one night only in a 4\* or equivalent hotel.

**Option 3: 24-hour UK hire car:** we will pay up to £100 for alternative travel or a hire car (with an engine of up to 1600cc, for up to 24 hours.) **You** will be responsible for returning the hire car and collecting **your** repaired **car**. **You** must meet the conditions of the hire-car company to be able to hire a car.

#### **Emergency Driver:**

In addition to the benefits above, if the **driver** cannot drive because of an injury or illness acquired during a

journey, and there is no one else able or qualified to drive **your car**, we will provide, and pay for, a driver to finish the **journey** or return **your car** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before we provide this benefit.

#### **What is not covered**

1. A **breakdown** at or within 1 mile from **your home**.
2. Travel outside the **UK**
3. Anything mentioned in the general exclusions. (Please see section E.)

## **Section C – AXA Rescue and Homestart**

The cover in this section applies in addition to the cover shown in Sections A and B.

#### **What is covered**

1. If **your car** breaks down anywhere at or within 1 mile from **your home**, we will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get **your car** working again.
2. If **your car** cannot be made safe to drive at the place **you** have broken down, we will arrange and

pay for **your car**, the **driver** and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

#### **What is not covered**

1. Travel outside the **UK**
2. Anything mentioned in the general exclusions. (Please see section E.)

## **Section D – AXA European**

The cover in this section applies in addition to the cover shown in Sections A, B and C. It will only apply if it is shown on **your** current policy schedule and if the premium has been paid.

Please ensure **you** carry **your** V5 registration document with **you** during **your journey**. Regulations are different when **you break down** in Europe and help may take longer to arrive.

#### **General notes relating to Europe**

If **you break down** on a European motorway or major road, generally we cannot help **you** and **you** will need to get help using the SOS phones. The local services will tow **you** to a place of safety and **you** will have to pay for the service as soon as possible. **You** can then contact **us** if **you** need more help. We will pay up to €100 towards the costs, but we will only refund claims when we have received a valid invoice or receipt. We will pay **you** in line 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. In these circumstances **you** must allow **us** time to help **you** and

repair **your car**. We will not be held legally responsible for any delays in **you** reaching **your** destination.

#### **D1 - Before travel abroad starts**

The benefits shown under section D4 below also apply in the **UK**, as long as **you break down** during **your journey**.

#### **D2 - Help at the roadside and towing in Europe**

##### **What is covered**

1. If **your car** breaks down, we will arrange and pay for a **breakdown** vehicle to come to where **your car** is (for up to one hour) to try to get **your car** working again.
2. If **your car** cannot be made safe to drive at the place **you** have broken down, we will arrange and pay for **your car**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs by credit or debit card.
3. After the theft or attempted theft of **your car** or

its contents, **we** will pay the costs of repairing the damage to **your car** or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your car** secure.

### What is not covered

1. Any amounts for making **your car** secure once **you** have returned to the **UK**.
2. Sending **you home** if **your car** can be repaired but **you** do not have enough money to cover the repair.
3. Anything mentioned in the general exclusions. (Please see section E.)

Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit.

Before **you** travel, **you** should make sure that **you** check the documents **you** need to carry by law.

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** might **break down**.

- Photocard driving licence and supporting documents
- Insurance documents
- MOT certificate
- Logbook (V5 registration document)

The above is not a full list and is for guidance only.

### D3 - Delivering replacement parts

#### What is covered

1. If replacement parts are not available locally to repair **your car** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place as quickly as reasonably possible.

#### What is not covered

1. The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
2. Any amount for getting parts, if the replacement parts can be bought locally.
3. Anything mentioned in the general exclusions. (Please see section E.)

### D4 - Not being able to use your car

#### What is covered

If during **your journey your car** breaks down and it is not safe to drive, and it will take at least twenty four hours to repair, or if it is stolen and not recovered within twenty four 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 £60 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** can't get **your** money back.

#### What is not covered

1. The cost of fuel or lubricants **you** use in the hire car.
2. Replacement parts.
3. Any insurance **you** have to pay to the hire car company.
4. Anything mentioned in the general exclusions. (Please see section E.)

### D5 - If you become ill or injured and can't drive

#### What is covered

1. If, during the **journey**, the **driver** cannot drive because of an injury or illness, and there is no one else able or qualified to drive **your car**, **we** will provide, and pay for, a **driver** to finish the **journey** or return **your car** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit.

#### What is not covered

1. Anything mentioned in the general exclusions. (Please see section E.)

### D6 - 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** to **your home**, and up to £150 towards other travel costs in the **UK** while **you** wait for **your own car**. **We** will also pay storage charges (up to £100) while **your car** is waiting to be repaired, collected or taken to the **UK**.

**We** will then choose the most appropriate solution from the following options:

1. take **your car** to **your home** or **your** chosen repairer in the **UK** 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.

### What is not covered

1. Any costs **you** would have paid anyway for travelling **home**.
2. The costs of returning **your car** to the **UK** if **we**

believe that the cost of doing so would be greater than the **market value** of **your car** in the **UK**, after the **breakdown**.

3. The costs of returning **your car** to the **UK** if repairs can be done locally and **you** are not willing to allow this to happen.
4. Anything mentioned in the general exclusions. (Please see section E.)

## General Notes

### 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 in this **policy**. All

costs (including an administration fee) must be paid for immediately by credit or debit card. If **you** wish to use this service please call 0845 604 1635 and request the "Pay on Use" service.

## Section E – General exclusions that apply to all sections of Breakdown cover

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section A, which are available immediately.
2. The cost of fuel or any spare parts needed to get **your car** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
3. The cost of paint-work and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when **your car** is repaired in any garage it is taken to.
6. Any costs if **your car** has not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the **UK** after a **breakdown** where the police or other emergency services insist on **your car** being picked up immediately by another organisation. **You** will have to pay any fees to store or release **your car**.
8. Any toll or ferry fees incurred by the **driver** or the **driver** of the recovery vehicle outside the **UK**.
9. Help or recovery if **your car** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from **us** trying to get into **your car** after **you** have asked for help.
11. Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand.)
12. Loss or damage to personal possessions **you** leave in **your car**.
13. Moving animals. **We** will decide whether or not to move any animal from **your car**, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs if **your car** had already broken down or was not safe to drive when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if **your car** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this. This does not apply if **your car** is not designed to carry a spare wheel.
16. Any costs if the **car** has been altered for, or is taking part in, racing, trials or rallying.
17. Any cost that **you** can get back under any other insurance **policy** or under the service provided by any motoring organisation.
18. 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 place **we** will only recover to one address in respect of any one **breakdown**.
19. Recovering **your car** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in **your car** than it was designed to carry or **you** are driving on unsuitable ground.
20. Any request for service where **you** have not taken remedial action within two working days after a

- previous **breakdown** or temporary repair.
21. Recovery or help if **your car** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 2.44 metres or wider than 2.1 metres.
  22. Recovery or help if **you** are hiring **your car** out to carry people in return for money, unless **we** have agreed this with **you**.
  23. Any faults with the electric windows, sunroofs, wipers, heaters, de-misters or locks of **your car** , unless the fault happens during the course of a **journey** and this affects **your** safety.
  24. Recovery or help if **your car** is being used to carry commercial goods.
  25. Any claim that comes from a poor-quality repair

- or a repair that has been attempted without **our** permission during the same trip.
26. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside **our** reasonable control, such as severe weather conditions.
27. Mobile phone, phone call and postage costs are not covered under **your policy** in any circumstances.
28. Any costs relating to the caravan or trailer if the caravan or trailer is not attached to **your car** at the time of the **breakdown**.
29. Any costs for cars that have broken down or were not safe to drive when cover was taken out.

## Section E – General conditions that apply to all sections of Breakdown cover

1. **Your car** must be permanently registered in the **UK** and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. **Your car** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.
2. **We** can ask for proof of outbound and inbound travel dates.
3. If **we** arrange for temporary roadside repairs to be carried out after damage to **your car**, or **we** take **your car** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
4. **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
5. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
6. **You** are responsible for keeping **your car** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with **your car** at the time **we** say **we** expect to be there.
7. **You** must quote **your policy** number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
8. **You** will have to pay the cost of moving **your car** or a repair vehicle coming out to **you** if, after asking for help which **you** are entitled to, **your car** is moved or repaired in any other way.
9. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
10. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
11. **Your car** must carry a serviceable spare tyre and wheel for **your car** and any caravan or trailer attached to **your car**. This condition does not apply if **your car** is not designed to carry a spare wheel.
12. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
13. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to **your car** **you** incur if **you** continue to drive **your car** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise **your car** so it may be driven to a suitable facility to enable a permanent repair to be carried out.
14. If **your car** needs to be taken to a garage after a **breakdown**, **your car** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
15. **You** will have to pay for any parts or other products used to repair **your car**.
16. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move **your car**.
17. During any 12-month period **we** will not be responsible for more than two claims which arise from a common fault on the same **car**. **We** will not be responsible for more than seven claims in total. If **you** need **our** help more than the number

of claims allowed on **your policy** in a 12-month period of cover or more than twice for the same fault on the same **car**, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.

18. If **you** are covered for **breakdown** by any other insurance **policy** or warranty, **you** must tell **us**.
19. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your car**.
20. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **car** of the same size as yours, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other **accessories** included. **You** must meet the conditions of a hire **car** company to hire a vehicle.
21. This insurance contract is between **you** and **us**. Any

person or company who is not party to this **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this **policy**. This does not affect any other rights another organisation has apart from under that Act.

22. If **you**:
  - a) refuse to allow **us** reasonable access to **your car** to provide the services **you** have asked for under this section of **your policy** or if **you** fail to co-operate with **our** representatives;
  - b) Make or try to make a fraudulent claim under **your policy**;
  - c) Are abusive or threatening towards **our** staff; or
  - d) Repeatedly or seriously break the terms of this **policy**.

**We** may refuse to deal with a claim or **breakdown** under this section of **your policy**. **We** may also cancel this **policy** by providing **you** with 21 days notice of cancellation.

Please see General conditions 12 and 13.

## Our promise

**We** want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do:

### Complaints procedure

**You** can write to the Quality Manager at:  
Quality Manager, Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road, Redhill,  
Surrey, RH1 1PR, UK.

Or, **you** can phone 01737 815 023

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, Docklands,  
London, E14 9SR, UK.

Or, **you** can phone 0800 023 4567\*.

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms.

**You** can get more information at [www.fscs.org.UK](http://www.fscs.org.UK).

\*Calls are free from a BT landline. Calls from other networks or from outside the UK may vary.

## Data Protection Act

**We** will keep details of **you**, **your breakdown** cover and claims to help **us** deal with **your** claims, prevent and detect fraud, money laundering or similar activity.

**We** will use this information in line with the Data Protection Act 1998.

Upon payment of a statutory fee **you** can request a copy of the information that **we** hold about **you**. To request this, please write to:

Data Protection Officer  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey, UK RH1 1PR,

Please let **us** know if **you** think any information **we** hold

about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires **us** to disclose it and/or to **our** agents providing services to **you**.

**We** monitor and record phone calls to help maintain **our** quality standards and for security purposes.

## 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**.

## 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 permitted 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. used for ground equipment parking areas and service roads.
  - b) 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).

Proof of NCD must -

- a) show **your** name as the policyholder;
  - b) show the number of years No Claims Discount **you** are entitled to;
  - c) show the expiry date of your previous **policy** which must not be more than 24 months before the start date of this **policy**;
  - d) be issued by **your** previous insurer in England, Scotland or Wales;
  - e) be earned on a private car;
  - f) be earned in England, Scotland or Wales;
  - g) be earned on a full **UK** or EU licence;
  - h) not be currently used to insure another vehicle.
- 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 when requested, **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. **Automatic renewal**

By purchasing this **policy** **you** have provided consent to set up a continuous payment authority. This means **we** are authorised to automatically renew **your policy** and apply for renewal payments from **your** account every year, even if **your** card has expired, until **you** instruct **us** to stop.

**We** will contact **you** by email at least 21 days before the end of **your period of insurance**. If **you** still meet **our** eligibility criteria, **we** will seek to automatically renew **your policy** by using the latest details **you** provided to **us**. **You** will also be provided with a renewal invitation which **you** should check via **My AXA Account** 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**. If **you** no longer meet **our** eligibility criteria, **we** will not be able to renew **your policy**. In all cases **we** will contact **you** prior to **your** renewal date to advise **you** what to do next.

'If **you** do not wish to renew **your policy**, please advise **us** via My AXA Account before **your** renewal date.'

### 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](mailto: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](mailto: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](mailto: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

Information relating to **your policy** will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including :

Electronic Licensing

Continuous Insurance Enforcement;

Law enforcement (prevention, detection, apprehension and or prosecution of offenders)

The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the **UK**, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

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

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your car** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

**You** should show this notice to anyone insured to drive **your car** covered under this **policy**

## 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®
- 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](mailto: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](mailto: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](mailto:legal@axainsurance.com)

\*Call costs may vary depending on your service provider

AXA insurance policies are underwritten by AXA Insurance UK plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with registered number 202312. Registered address is 5 Old Broad Street, London EC2N 1AD.

Registered in England and Wales number 078950. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation are available from us on request. Inter Partner Assistance SA firm register number is 202664.

Details can be checked on the FCA's register by visiting the FCA's website at [www.fca.gov.UK/register](http://www.fca.gov.UK/register) or contacting them on 0800 111 6768.