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AXA Car Insurance

Policy Booklet

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**AXA Car Insurance is underwritten by AXA Insurance UK plc
registered in England and Wales No. 78950; FSA No. 202312
and provided by Swiftcover Insurance Services Limited
registered in England and Wales No. 05298352; FSA No. 315373.**

**Both companies are wholly owned subsidiaries within AXA UK plc
and members of the Global AXA Group;
registered address 5 Old Broad Street, London EC2N 1AD.**

Your AXA Car Insurance Policy Document

Dear Customer

Thank you for buying a car insurance policy from AXA. We believe careful driving should be rewarded and your insurance kept in safe hands. Together, experience counts.

We look forward to keeping you on the move for the next year.

Yours sincerely



Steve Hardy
Managing Director
AXA Insurance Direct

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Your Contract of Insurance

This **policy** document gives details of **your** cover and it should be read along with **your schedule** and **certificate** of motor insurance. Please take time to read through these documents that contain important information about the details **you** have given. **You** should also show **your policy** to anyone else who is covered under it.

For this contract to be valid, all the information that **you** have given **us** must be true and complete to the best of **your** knowledge and belief. If **you** do not do so then **your** insurance may not protect **you** in the event of a claim.

You are required to update **us** with any changes to **your** information either via **My AXA Account**, by emailing or calling **us**. 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**.

You and **we** can choose the law which applies to this **policy**. **We** propose that English Law applies. 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.

Your Cover

Type of Cover	Sections that Apply
Comprehensive	Sections A to H and J apply.
Third party fire and theft	Sections B, C, G, H and J apply.
Optional services	Sections I, K L and M only apply if stated on your schedule.

Please read all the exceptions and conditions that apply to each section of **your 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 M 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	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 certificate and schedule including any car provided under Section J (Courtesy Car).
Certificate	The certificate of Motor Insurance which provides evidence that you have taken out insurance as required by law and in the event of a claim shows that you were legally entitled to drive the car at the time and location of the incident.
Named Driver	A person who is named on the certificate as entitled to drive.
Excess(es)	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 and condition at the time of the accident or loss.
My AXA Account	Your own secure online area, hosted by AXA, where you can access your policy details.
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 .
Policy	This policy wording for your motor insurance together with your schedule and certificate .
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 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.
Territorial Limits	UK - refer to Section G for full details.
Trailer	Any form of trailer, caravan or car which is towed by a car insured under this policy .
UK	England, Scotland, Wales, Northern Ireland and includes Isle of Man and the Channel Islands.
We/Us/Our	AXA Insurance UK plc.
You/Your	The person named as the policyholder on the certificate .

Where:

This **policy** is underwritten by AXA Insurance UK plc and provided by Swiftcover Insurance Services Limited.

AXA Insurance UK plc and Swiftcover Insurance Services Limited are wholly owned subsidiaries of AXA UK plc and are part of the AXA group of companies. The registered office of both AXA Insurance UK plc and Swiftcover Insurance Services Limited is 5 Old Broad Street, London EC2N 1AD. AXA Insurance UK plc is registered in England and Wales No. 78950; FSA No. 202312. Swiftcover Insurance Services Limited is registered in England and Wales No. 05298352; FSA No. 315373.

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

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Section A: Accidental Damage to Your Car

We will pay:

For loss or damage to:

- **your car**;
- its **accessories** while in or on **your car**.

We may choose to pay:

- to replace **your car** and/or **accessories**; or
- to repair **your car** and/or **accessories**; or
- 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 settlement.

We may choose to repair **your car** with **recycled** parts, where appropriate. Parts used may not have been made by the **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 repairer** 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).

We can only do this if a replacement car is available in the **UK** and anyone else who has an interest in **your car** agrees.

If a suitable replacement car is not available, **we** will settle the claim by one of the other methods shown above.

The most we will pay:

We will not pay more than the lesser of the **market value** of the **car** at the time of the loss and the amount **your car** is insured for 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:

- for the sum of all **policy excesses** shown in the **schedule**;
- for any amount over that shown in the **schedule** for loss or damage to **audio equipment**;
- for loss or damage caused by wear and tear or loss of value;
- for loss or damage caused by rust or corrosion;
- for loss of road excise licence or fuel;
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- for loss or damage caused by any mechanical, electrical, computer failure or breakdown or breakage;
- for loss or damage resulting from incorrectly maintaining or fuelling **your car** or from the use of substandard fuel, lubricant or parts;
- for damage to tyres caused by braking, punctures, cuts or bursts;
- for loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your car**;
- for loss of use or other indirect loss;
- for loss or damage as a result of theft, attempted theft, fire, lightning, or explosion under this section of the **policy**;
- for the additional cost of modifications (including any change to the fuel system or modifications for disability) other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration;
- for any costs due to loss or damage to keys (or keyless entry system);
- for the cost of any alternative transport under this section;
- for loss of value following repair.

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 the **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:

- **your car**;
- its **accessories** while in or on **your car**.

We may choose to pay:

- to replace **your car** and/or **accessories**; or
- to repair **your car** and/or **accessories**; or
- 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 settlement.

We may choose to repair **your car** with **recycled parts**, where appropriate. Parts used may not have been made by the **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 repairer** 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 loss or 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).

We can only do this if a replacement car is available in the **UK** and anyone else who has an interest in **your car** agrees.

If a suitable replacement car is not available, **we** will settle the claim by one of the other methods shown above.

The most we will pay:

We will not pay more than the lesser of the **market value** of the **car** at the time of the loss and the amount **your car** is insured for 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:

- the sum of **policy excesses** shown in the **schedule**;
- any amount over that shown in the **schedule** for loss of or damage to **audio equipment**;
- for loss or damage to the **car, accessories** or personal belongings due to deception or fraud;
- for loss or damage caused by theft or attempted theft if the **car** was not properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked;
- for loss or damage caused by theft or attempted theft if the **car** was taken by a member of the policyholder's family or household, or taken by an employee or ex-employee of the policyholder or owner of the **car**. Except if that person is convicted of the theft;
- 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**;
- 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;
- for any loss or damage due to theft unless it has been reported to the Police and a crime reference number obtained;
- 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 Accreditation) standard;
- 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**;
- for loss or damage caused by wear and tear or loss of value;
- for loss or damage caused by rust or corrosion;
- for loss of road excise licence or fuel;
- 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);
- any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place;
- for any loss or costs from returning **your car** to its legal owner;
- for loss of use or other indirect loss;
- for the additional cost of modifications (including any change to the fuel system or modifications for disability) other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration;
- any costs due to loss or damage to keys (or keyless entry system);
- for the cost of any alternative transport under this section;
- for loss of value following repair.

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 the **car**.

Section C: Liability to Other People and Their Property

We will pay:

If **you** have an accident which is caused by:

- **your car;**
- 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) unless the **trailer** is being towed for hire or reward;
- any car driven by **you**, with the owner's express consent, within the **UK** as long as:
 - that car does not belong to **you**;
 - the car is insured by the car owner and **you** are entitled by this **certificate** to drive such a car;
 - the **car** is not hired to **you** under a hire purchase agreement;
 - **you** are permitted by the car owner to drive the car.

If that accident results in **you** being legally liable for:

- a person's death or injury;
- damage to their property the most **we** will pay is up to 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:

- any person driving **your car** with **your** permission, but only if **your certificate** names that person and allows that person to drive;
- any person using, but not driving, **your car** with **your** permission for social, domestic and pleasure purposes;
- any passenger travelling in or getting into or out of **your car**;
- the employer or business partner of anyone covered under this section of **your policy** as long as the **certificate** allows business use.

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 Road Traffic Acts 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 representatives **we** ask 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:

- for any liability if any person insured under this section does not keep to the terms, exceptions and conditions of this **policy**;
- for any liability for any person who either:

- is aware that the **named driver** does not hold a valid licence to drive the **car** for the reason it is being used; or
 - fails to take all reasonable care that the **named driver** observes their licence conditions.
- legal costs and expenses incurred without **our** written consent;
 - for anyone killed or injured while they are working with or for the **named driver** of the **car** unless **we** must provide cover under the Road Traffic Act;
 - any liability, loss, damage, cost or expense while any **car** is being used at any power station, extraction, production, refinery or storage premises for the nuclear, oil, gas, chemical, ammunition, explosive or pyrotechnic industries or at Ministry of Defence premises or at a military base. Except if the **car** is in an area designated for use by the general public;
 - more than **our** liability under the Road Traffic Act if at the time of the accident the **car you** were insured to drive is not specified in Part 1 Registration Mark of Vehicle of the **certificate**;
 - 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;
 - any loss or damage to the **car** covered by this **policy**.

Our right to get back what we have paid

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.

Section D: Windscreen and Window Damage

We will pay:

To repair or replace broken glass in **your car's** windscreen or windows, and any scratching to the bodywork caused by broken glass, as long as there has not been any other loss or damage. **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, (though 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:

- any **excess** shown in **your schedule**, unless the glass is repaired rather than replaced in which case no **excess** applies;
- to repair or replace any other glass forming part of **your car** including sunroofs;
- to repair or replace any glass that is part of a removable or folding convertible roof;
- to repair or replace any windscreens or windows not made of glass;
- loss of use or other indirect loss;
- 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:

- 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**.

Glass excluded under this section may be covered under Section A (Accidental 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.

Section E: Personal Accident

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 **UK**, and this injury alone results within three calendar months in:
 - death;
 - permanent and total loss of sight in one or both eyes; or
 - 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:

- for any injury or death resulting from suicide, attempted suicide or any deliberate attempt to self-inflict injury;
- for any deliberate attempt to put lives in danger (unless to save a human life);
- anyone who at the time of injury or death has not reached their eighteenth birthday.

Section F: Additional Benefits

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: Territorial Limits and Foreign Use

Territorial limits and using your car abroad

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

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

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

Policy cover abroad

The **territorial limits** of sections A to H and optional Section I (if additional premium has been paid) of this **policy** are automatically extended to include the countries listed above in Section G and during sea journeys between these places. However cover in these countries and during sea journeys is conditional upon **your** main permanent residence being in England, Scotland and Wales and the visit being for less than 72 hours. No cover is provided if the visit is originally planned to be for more than 72 hours unless **you** purchased extended **policy** cover abroad for the entire length of the trip prior to leaving the **UK**.

If **you** have to pay customs duty on **your car** in any of the countries because of loss or damage that is covered by this **policy**, **we** will pay these costs for **you**.

Extended policy cover abroad *

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

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

* **We** will limit the number of times **you** can purchase this cover to 6 times in a **policy** year.

We will extend the **territorial limits** for the agreed length of time abroad for all sections from A to H and optional Section I (if additional premium has been paid) 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).

Section H: No Claims Discount

In the event of a claim being made or arising under this **policy, your** No Claims Discount at renewal will be reduced in accordance with **our** declared scale:

No Claim Discount You have	Discount reduced to
1 year	Nil years
2 years	Nil years
3 years	1 year
4 years	2 years
5 years	3 years
6 years	4 years
7 years	5 years
8 years	6 years
9 or more years	7 years

If **you** make 2 or more claims in a **period of insurance**, at renewal **your** No Claims Discount will be reduced by 2 years for each claim.

The following will not reduce **your** No Claims Discount:

- any payment made under Section D (Windscreen and Window Damage);
- any payment made under Section L (Breakdown Option);
- any payment made under Section M (Lost Car Key Cover Option)
- any payment for emergency treatment fees under Section C (Liability to Other People and Their Property);
- claims where **you** are not at fault, provided **we** have got back all that **we** have paid from those who are responsible.

If **you** have chosen to protect **your** No Claims Discount 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** No Claims Discount will not be changed at **your next policy** renewal, after which **your** No Claims Discount will be reduced for each further claim in accordance with **our** declared scale.

You should note any change in the level of **your** No Claims Discount is no guarantee that **your** premium will not rise.

Your No Claims Discount is not transferable to another person except in exceptional circumstances and with **our** written agreement. Details are available via **My AXA Account**.

Section I: Driver Injury Cover Option

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

Definitions

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

Accident	A road traffic accident involving you as the named driver on your certificate that occurs whilst you are driving the car during the section period within the territorial limits .
Compensation	The compensation that we will pay under this policy section . This will be assessed by us and calculated on the same basis as if you were an injured or deceased third party claimant and your level of damages was assessed as a civil claim by the Courts of England, Wales or Scotland but subject to the Terms and Conditions, Limitations and Exclusions of this Policy.
Dependant(s)	Your financial dependants as defined by the Fatal Accidents Act 1976 (as amended) including, but not limited to, your children; spouse; civil partner; co-habitee of at least 2 years.
Full Payment Basis	The full value of the compensation , as if calculated on a full basis ignoring any reduction to reflect your degree of fault.
Injury or Injuries	Physical bodily injury, including psychological or psychiatric illness resulting from an accident .
Limit of Indemnity	The maximum compensation payable per accident and in the aggregate for all accidents occurring during the policy period . This is the overall maximum amount we will pay to you and/or your estate and/or the personal representatives of your estate on behalf of your dependants in respect of any claims arising from your injury or death during the policy period .
Section Period	The period for which this section of the policy is in force.
Policy Section	Your Driver Injury Cover policy section issued by us .
Qualified Medical Practitioner	A doctor or a specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than a relative of the named driver .
State Benefits	Any statutory benefit, sick pay or income support which you (or your estate or your personal representative on your behalf) are entitled to receive from the State by reason of your injuries or death resulting from the accident .
You, Your	The named driver as declared to us and specified in the certificate .

We will pay:

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

The most we will pay:

- is the **compensation** on a **full payment basis** reduced to reflect **your** proportionate degree of responsibility for the **accident** (for example, if **you** are two-thirds to blame for the **accident**, **you** will receive two-thirds of the **compensation** calculated on a **full payment basis**). **Your** degree of responsibility for the **accident** being decided by **us** or, if applicable, as agreed between **us** and the insurer of any third party who may have suffered loss or **injury** in the **accident**, or failing such agreement as may be determined by a court or other tribunal and subject to the law of the jurisdiction in which the **accident** occurred.
- in respect of all **accidents** during the **policy period** is £1,000,000 including all costs.
- in the event of **your** death if **your** estate or **dependants** are eligible to claim any death in service benefit arising from **your** employment at the time of death, the amount **we** will pay will be limited to the difference between the amount received or entitled to be received by way of such death in service benefit and the amount that would otherwise have been payable as a result of **your** death.

We will not pay:

- 1) **Your excess** as shown in the **schedule**.
- 2) for any liability, loss, damage, cost or expenses if one or more of the following apply:-
 - **You** were aged less than 25 years old at the time of the **accident**;
 - The **accident** did not occur during the **policy period**;
 - **You** were not at least in part responsible for the **accident**;
 - **Your injury** or death did not result directly from the **accident**;
 - The **accident** did not arise from a collision between the **car** whilst being driven by **you** and another motor vehicle, person or object and which results directly in damage to **your car**;
 - **You** failed to wear a seat belt (which shall include a disabled person's seat belt where applicable), without lawful excuse;
 - **We** have not agreed to provide **you** with an indemnity under Section A (Accidental Damage to **your car**) (although this may be subject to an **excess** for which no payment is ultimately made) in respect of the **accident**.
 - **You** are convicted of a criminal offence arising from the **accident**, for which the court have the power to impose a sentence of imprisonment of 2 years or more.
- 3) for any liability, loss, damage, cost or expenses if **you** were getting into or out of **your car** or while loading or unloading **your car** at the time of the **accident**.
- 4) **Your** legal costs in pursuing or defending any claim or prosecution arising out of the **accident** or **your** legal or other costs incurred in presenting a claim to **us** under this **policy**.

You must:

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

We will:

- if **you** (and/or **your** estate and/or any of **your dependants**) are eligible to claim **compensation** or benefits under any other policy as a result of **your accident**, the amount of **compensation we** will pay to **you** will be reduced by the amount to which **you** are entitled under the other policy in respect of **you** (including death in service benefit arising from **your** employment at the time of death).
- if **we** make an overpayment due to any misrepresentation of the circumstances of the **accident** or **your injuries** or losses, **we** shall recover the overpayment from **you** or **your** personal representatives or estate and **you** will be obliged to repay **us** as soon as possible. **We** reserve the right also to recover from **you** interest on such overpayment at the rate of 2% above Bank of England bank lending rate applicable over the period from initial overpayment to point where **we** recover on the amount(s) outstanding.
- if **you** subsequently die as a result of the **accident** after **we** have already paid **compensation** in relation to **your injuries** then any amount **we** have paid that exceeds the sum now properly payable as **compensation** shall be deducted from any **compensation** owed to **your** estate and/or the personal representatives of your estate in respect of **your dependants** to avoid overpayment, but **we** will not seek to recover any overpayment arising solely due to revaluation of **your** claim due to **your** subsequent death as a result of the **accident**.

Dispute Resolution

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

Loss of Earnings:

In the event of **you** claiming under this section for Loss of Earnings:

The most we will pay for your loss of earnings:

- is 65% of **your** pre-**accident** earnings calculated after deduction of tax and National Insurance (or equivalent), any **state benefit**, sick pay and any individual or group income protection insurance payments received by **you** as a result of the **accident**.
- is £5,000 per calendar month (commencing on the third month after **your accident**).

We will not pay for your loss of earnings:

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

Medical Treatment & Care Costs:

In the event of **you** claiming under this section for Medical Treatment & Care Costs:

We will pay for your Medical Treatment and Care Costs:

- expenses incurred with **our** prior agreement where such treatment and care is reasonably recommended by an appropriately **qualified medical practitioner** and has been approved by **us** in advance (**our** prior approval will not be required where such treatment and care is of an emergency nature reasonably provided to **you** as a result of the **accident**).

We will not pay for Your Medical Treatment and Care Cost:

- any private medical treatment, medical and care expenses where reasonably equivalent treatment and/or care are available through the UK National Health Service or other statutory providers (or through any reciprocal healthcare arrangement with the UK provided within the European Union or elsewhere).

Section J: Courtesy Car

This section only applies if **your schedule** states that this section is in force.

Definitions

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

Courtesy car	The optional temporary car we will provide you with in the event of a claim as described in the schedule .
Courtesy car company	The company we instruct to provide you with a temporary courtesy car .

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

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

We will pay:

- 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 the **car** as a write-off or the car is not recovered, the most **we** will pay is limited up to the time an offer is made in settlement of the claim;
- if **we** cannot arrange a **courtesy car**, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day;
- if **your car** has been specially adapted 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:

- for a **courtesy car** or for alternative travelling costs is 14 consecutive days and 21 days in any **period of insurance**.
- if **your car** is insured for Third Party Fire & Theft cover only there is no cover to **your** insured **car** under Section A (Accidental Damage to **your car**). **We** will only provide a **replacement car** if **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**. **Policy** terms and conditions will normally apply to the use of **your courtesy car** as if it was **your own car**. However:

- if **your car** is insured for Third Party Fire & Theft cover only:
 - **you** will also be insured under Section A (Accidental Damage to Your Car) whilst using the **courtesy car**;
 - **we** may amend **your excess**; refer to **your schedule** for details.
 - 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** of the **courtesy car** to the **courtesy car company** and **you** may be required to pay a deposit (refundable on return of the **car** undamaged and without any unpaid charges or fines against the **car** 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 solicitor, barrister or expert that we appoint under this section to represent you according to our standard terms of appointment.
Uninsured losses	Losses that you cannot recover from any insurance policy .

We will pay:

The **costs** for recovering **uninsured losses** which arise directly from an event insured in sections A to J of **your policy** within the **territorial limits** and during the **period of insurance** for which **your car** is insured with **us** which causes:

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

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. **We** reserve the right to settle a claim by paying the full amount in dispute.

The most we will pay:

The most **we** will pay will be £50,000 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:

- charges or payments **you** receive or make before **we** accept the claim;
- **costs you** incur or payments **you** make without **our** agreement;
- **costs** due to an agreement or contract between **you** and anyone else (including the **lawyer**) without **our** permission;
- claims for an accident which is not covered under **your policy**;
- **costs** if **you** withdraw instructions from the **lawyer**, dismiss the **lawyer** or withdraw from legal proceedings without **our** permission;
- **costs** if **you** follow up the claim other than in accordance with **our** advice or that of **our lawyer**;
- **costs** involved in disputes between **you** and **us** or **our** agents or in connection with this **policy**;

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

You must:

- tell **us** about **your** claim as soon as possible;
- give **us** and **our lawyer** all information required to handle **your** claim, at **your** expense;
- fully co-operate with the **lawyer** and **us**;
- not do anything which might damage **your** claim;
- tell **us** about any developments affecting **your** claim;
- tell **us** if anyone makes a payment into court or offers to settle **your** claim;
- seek to get back any **costs** that **we** have to make, and pay them to **us**.

If **you** do not keep to these conditions, **we** may cancel this section, refuse any claim or withdraw from any current claim.

Section L: Breakdown Option

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

Definitions

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

Breakdown	An electrical or mechanical failure to the car , which immediately immobilises the car .
Claim	Any insured incident within the scope of the cover provided by this section of your policy .
Duration	The period that begins with the date of your departure from the UK and ceases upon your return to the UK for a period not exceeding 90 days.
Period of insurance	The period from 24 hours after the first start date of the cover provided under this section to the end date of your current policy (or the end date of this section if earlier).
Rescue operator	Person(s) that we will send to attend a reported breakdown .
Rescue team	The control team that you ring to report a breakdown .
Trailer	A single caravan or trailer that is attached to the car at the time of breakdown and does not exceed 7.0104 metres (23 feet) in length.
We/ Us/ Our	AXA Assistance (UK) Ltd and Inter Partner Assistance SA.

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

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

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

AXA Roadside

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

We will pay:

- for a **rescue operator** to attend **your car breakdown** including all call out fees and mileage charges needed to repair or assist with the **car** at the roadside in accordance with the **policy**;

- if, in the opinion of **our rescue operator**, they are unable to repair the **car** at the roadside **we** will:
 - pay for **you** and up to 6 passengers, **your car** and an attached **trailer** to be recovered to whichever one of the following locations is closest and within 10 miles of the:
 - original destination;
 - original departure point;
 - nearest garage.
- any necessary ferry and toll fees as part of the recovery within the **UK** only;
- in the event that **you** lose or break **your** keys, **we** will pay for the call out and mileage back to **our rescue operator's base**. All other costs incurred will be at **your** expense;
- for two messages to be forwarded to either **your** home or place of work to advise of **your** situation.

We will not pay:

- for travel outside of the **UK**;
- for **breakdown** within one mile of **your** home;
- for car recovery greater than 10 miles from **your** location at the time of **breakdown**.

AXA Rescue

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

We will pay:

- and arrange in the first instance for **your car**, an attached **trailer**, **you** and up to 6 passengers to be taken to the nearest garage able to undertake the repair;
- and arrange, if the above is not possible at the time or the repair cannot be made within the same working day, for **your car**, an attached **trailer**, **you** and up to 6 passengers to be taken to **your** home or original destination;
- for the following services which are offered on a pay and claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue team** who will only reimburse **claims** when **we** are in receipt of a valid invoice/receipt. The **policy** will only pay for a group 1 car hire rate:
 - if **our rescue team** decide to provide overnight accommodation, **we** will pay a maximum of £60 for a lone traveller or £40 per person for one night for **you** and up to 6 passengers. The maximum per incident is £240; or
 - if **our** repairing **recovery operator** is unable to repair **your car** within the same working day or a period agreed between **you** and **our rescue team**, **we** will pay up to £100 (maximum) towards the cost of alternative transport or car hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect the **car**. The **policy** will only pay for a group 1 hire car rate and this service can only be used to complete a journey whilst **your car** is being repaired a minimum of 20 miles away from **your** home address.

We will not pay:

- for travel outside of the **UK**;
- for **breakdown** within one mile of **your** home.

AXA Rescue & HomeAssist

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

- if the **car** breaks down at **your** home address or within one mile, **we** will pay for a **rescue operator** to attend the **car breakdown** and arrange to pay call out fees and mileage charges needed to repair or recover the **car** to a local garage.

We will not pay:

- for travel outside of the **UK**.

AXA European

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

We will provide a **breakdown** service in a number of European countries where the maximum **duration** of any single trip does not exceed 90 days. Please ensure **you** carry **your** V5 registration document with **you** during **your** journey. **We** will require detailed information from **you** regarding the location of **your car**. **We** will need to know if **you** are on an outward or inward journey and details of **your** booking arrangements. When **we** have all the required information **we** will liaise with **our** European network. **You** will be kept updated and therefore, **you** will be asked to remain at the telephone number **you** called from. Countries covered for **breakdown** under this cover are:

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

For assistance in Europe call 00 44 1737-815375.

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

If during **your** journey **your car** breaks down and it is not safe to drive, and it will take at least forty eight hours to repair, or if it is stolen and not recovered within forty eight 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**.
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.
3. **We** will pay for bed and breakfast costs of up to £30 for each person each day (£500 in total for everyone in **your** group) while **your car** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** cannot get **your** money back.

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

What is covered

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

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

General Notes Relating to Europe

If **you breakdown** on a European motorway or major public road, **we** are generally unable to assist and **you** will often need to obtain assistance via the SOS phones. The local services will tow **you** to a place of safety and **you** will be required to pay for the service as soon as possible. **You** can then contact **us** for further assistance. **We** will pay a maximum of £60 towards reimbursement of the costs, but **we** will only reimburse **claims** when **we** are in receipt of a valid invoice/receipt. Payment will be made in accordance with the exchange rate on the date of the **claim**.

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

We will not pay:

- ferry and toll fees in the countries stated for the European extension of cover;
- service where repatriation costs exceed the **market value** of the **car**;
- repatriation to the **UK** within 48 hours of the original **breakdown** regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments **you** have made within the **UK**;
- repatriation if the **car** can be repaired but **you** do not have adequate funds for the repair.

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 within this **policy**. All costs (including an administration fee) must be paid for as soon as possible by credit or debit card. If **you** wish to use this service please call 0800 197 1121 and request the "pay on use service".

Exclusions under this Section

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

We will not pay for:

- 1) any repairs undertaken at the **rescue operators** premises or any garage. (This forms a separate contract between **you** and the garage);
- 2) any **trailer breakdown** or the recovery of the **trailer** if the **car** does not **breakdown**;
- 3) any **car** not registered with **us** and not described on **your policy**;
- 4) minibuses, vans, commercial vehicles or limousines;
- 5) any **breakdown** or recovery outside the **period of insurance**;
- 6) cars over 10 years old for cover in Europe unless the appropriate additional annual premium has been paid;
- 7) **breakdowns** caused by failure to maintain the **car** in a roadworthy condition including maintenance or proper levels of oil and water. If, in the opinion of **our rescue operator**, the **car** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your policy** immediately notifying **you**, by letter, what action **we** have taken;
- 8) failure to comply with requests by **us**, the **rescue team** or **our rescue operators** concerning the assistance being provided;
- 9) the **car** running out of fuel;
- 10) services that cannot be affected because the **car** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels;
- 11) any costs where the **car** cannot be reached or is immobilised due to snow, mud, sand or flood or where the **car** is not accessible or cannot be transported safely and legally using a standard transporter;
- 12) costs arising out of **your** overloading of the **car** or carrying more passengers than it is designed to carry;
- 13) the cost of any parts, components or materials or lubricants used to repair the **car**;
- 14) repair and labour costs other than half an hour roadside labour at the scene;
- 15) any costs or expenses not authorised by **our rescue team**;
- 16) the cost of food, drinks, telephone calls or other incidentals;
- 17) the cost of alternative transport other than to **your** destination and a return trip to collect **your** repaired **car**;
- 18) the cost of fuel and oil for a hire car or insurance for a hire car;
- 19) service if **you** already owe **us** money;
- 20) any costs incurred if **you** are unable to make a connection to the contact telephone number provided;
- 21) the recovery of the **car** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes effect **we** will only recover to one address in respect of any one **breakdown**;
- 22) overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within an agreed time;
- 23) **claims** not notified and authorised prior to expenses being incurred;
- 24) the charges of any other company (including police recovery) other than **our rescue operator** or of car hire or accommodation charges except those authorised by **us**;
- 25) any damage to the **car** or **trailer**, or their contents whilst being recovered, stored or repaired and any liability or any loss arising from any act performed in the execution of the assistance services provided;

- 26) any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**;
- 27) the recovery of any **trailer** where the total length exceeds 7 metres (23 feet) and where it is not attached to the **car** with a standard towing hitch;
- 28) any request for service where remedial action has not been taken within 2 working days following a previous **breakdown** or temporary repair being made, unless in transit between a temporary repair and repairing garage;
- 29) more than six callouts per **policy** per year;
- 30) **claims** totalling more than £15,000 in any one year;
- 31) any cost recoverable under any other insurance **policy** that **you** may have;
- 32) storage charges; except those specifically stated under AXA European benefit.
- 33) **cars** that are not secure or have faults with electric windows, sun roofs or locks not working, unless the fault occurs during the course of a journey and **your** safety is compromised;
- 34) assistance if the **car** is deemed to be illegal, untaxed, uninsured, unroadworthy, or dangerous to transport;
- 35) recovery of the **car** or **your** transport costs to return the **car** to **your** home once it has been inspected or repaired;
- 36) any cost that would have been incurred if no **claim** had arisen;
- 37) the cost of draining or removing contaminated fuel;
- 38) a request for service following any intentional or wilful damage caused by **you** to **your car**;
- 39) service where glass or windscreens have been damaged or broken as a result of an accident, theft, or act of vandalism;
- 40) any cover which is not specifically detailed within this **policy**;
- 41) fines and penalties imposed by courts;
- 42) any **claim** where the **duration** of a single trip is planned to exceed, or subsequently exceeds, 90 days.

Conditions under this Section

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

- 1) **We** will provide cover if:
 - **you** have met all the terms and conditions within this insurance;
 - the information provided to **us**, as far as **you** are aware, is correct.
- 2) **You** must not transfer the **policy** to anyone else;
- 3) The driver of the **car** must remain with or nearby the **car** until help arrives;
- 4) **We** can request proof of outbound and inbound travel dates;
- 5) **We** must be advised, as soon as possible at the time of contacting **us** for assistance, if **your car** is fitted with alloy wheels. If **we** are not advised and **we** are unable to provide the service promptly or efficiently through the **rescue operator** who will be assisting **you**, **you** will be charged for any additional costs incurred;
- 6) **Cars** unable to carry a serviceable spare wheel or an aerosol repair kit will be recovered to an appropriate local garage only. An **excess** of £40.00 must be paid as soon as possible by credit/debit card before assistance can be provided;
- 7) If **we** are able to repair **your car** roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted, by credit card;
- 8) If a call out is cancelled by **you** and a recovery operator has already been dispatched, **you** will lose a call out from **your policy**. **We** recommend **you** to wait for

- assistance to ensure the **car** is functioning correctly. If **you** do not wait for assistance and the **car** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call outs;
- 9) **We** have the right to refuse to provide the service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue controllers** or **our recovery operators**;
 - 10) If, in **our** opinion, the **car** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, **we** may terminate **your policy** immediately notifying **you**, by letter to **your** registered address, of what action **we** have taken;
 - 11) The repair must be carried out if the **car** is recovered to a dealership and the dealership can repair the **car** within the terms stated. **You** must have adequate funds to pay for the repair. If **you** do not have funds available, any further service related to the **claim** will be denied;
 - 12) **You** must have adequate funds to pay for alternative transport or overnight accommodation costs. If **you** do not have funds available, any further service related to the **claim** will be denied;
 - 13) If the **car** is beyond economical repair **we** have the option to offer the **market value** of the **car** to **you** and pay for alternative transport home;
 - 14) The transportation of livestock (including dogs) will be at the discretion of the recovery operator. Alternative transport can be arranged but **you** will need to pay for this service by credit or debit card;
 - 15) If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance policy for any costs incurred by **us**, **you** will need to **claim** these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party;
 - 16) **We** will not be liable for any delays or losses **you** incur if **you** are unable to make a telephone connection to **us**.

We may:

- reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided;
- cancel the **policy** by sending 7 days notice to **your** last registered address.

You may:

Should **you** wish to contact **us**, email **us** at help@axainsurance.com or call **our** AXA Help Team on 0844 209 6666. Please send **your** correspondence to **our** head office: AXA Rescue, c/o AXA Assistance (UK) Ltd, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the **claim**. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the **claim**, without any upper limit. For further information visit www.FSCS.org.uk.

Service Provider and Insurer

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

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK, an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS, UK. Information can be obtained either by phoning to their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: www.fsa.gov.uk. This document sets out the terms and conditions of **your breakdown** cover and it is important that **you** read it carefully.

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 the insured car .
Lock(s)	The mechanism within the car operated by the car key .
Loss/Lost	The car key has been accidentally left by you in a location or you are permanently deprived of its use.
Network	A garage or vehicle dealer that we appoint.

We will pay:

- 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.
- 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** (**UK** only).

If **your car key** is **lost** or stolen at **our** option **we** will 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 that 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** 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) **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 the policyholder's family or household, or taken by an employee or ex-employee of the policyholder or owner of the **car**. Except if that person is convicted of the theft;
- 6) For any claim 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**;
- 7) For any claim if the **car** is not legally owned by the policyholder or their spouse, civil partner, **partner**, child or parent unless the **car** is provided under Section J (Courtesy Car);
- 8) For **loss** of use or other indirect **loss**;
- 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.

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 cancel **your policy** or 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** and in no case withhold **your** consent for more than thirty days after receipt of that estimate;
- 2) upon **our** request and within thirty days, 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**;

General Policy Exceptions

We will not pay:

- 1) for any liability, loss, damage, cost or expenses which takes place while any **car** insured under this **policy** is:
 - being used for a purpose other than that shown in the description of use in the **certificate**;
 - driven by someone who:
 - does not have a valid driving licence; or
 - is breaking the conditions of their driving licence; or
 - is not specifically named in section 5 of the **certificate** as being entitled to drive the **car**.

However this exception does not apply to damage to the **car**, if the **car** is:

 - with a member of the motor trade who is not named in the **certificate** for the purpose of maintenance or repair;
 - being parked by an employee of a hotel, restaurant or car-parking service who is not named in the **certificate**;
 - 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 the **car**:
 - is not registered in the **UK** with the DVLA unless **your car** is in the process of being registered with the DVLA;
 - is normally kept outside of England, Scotland or Wales;
 - is a caravan, motor-home, motorbike, classic car, wedding car, left hand drive car, limousine, commercial vehicle or kit car;
 - is not legally owned by the policyholder or their spouse, civil partner, **partner**, child or parent unless the **car** is provided under Section J (Courtesy Car);
 - is imported from outside the **UK** (unless identical to a model sold by a manufacturer within the **UK**);
 - has been modified for performance or has been modified from the manufacturer's standard specification (excluding manufacturer's options fitted at time of original purchase);
 - has Diplomatic or "Q" plates;
 - has been previously written off or scrapped (including where the vehicle log book identifies that the **car** has been previously damaged or repaired);
- 5) any liability, loss, damage, cost or expense caused by modifications (including any change to the fuel system) to the **car** other than those supplied and fitted by the manufacturer or their approved garage at the time of original registration;
- 6) any loss or damage to property or any direct or indirect loss, cost, expense or liability caused or contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts.
- 7) any liability, loss, damage, cost or expense caused by riot, strike or civil commotion outside of England, Scotland, Wales, Isle of Man or Channel Islands;

- 8) any liability, loss damage, cost or expense insured by any other **policy**;
- 9) any liability, loss, damage, cost or expense caused by, resulting from or in connection with or in controlling or suppressing:
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
 - 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 the Road Traffic Act;
- 10) any liability, loss, damage, cost or expense while any **car** is being used on any part of an airport;
 - 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;
 - used for customs examination;
- 11) any liability, loss, damage, cost or expense if **you** use **your car** at any event during which **your car** may be driven:
 - on a motor racing track, airfield, Nürburgring, de-restricted toll road or at an off road event such as an off road 4x4 event or whilst green laning;
 - for commercial travelling, racing, rallies, pace making, motor sport, hill climbing, speed trials, reliability trails, other trials and/ or endurance tests;
- 12) any liability, loss, damage, cost or expense if **you** carry more than eight passengers in **your car** excluding the **named driver**, or exceed the maximum seating capacity of the **car** if less;
- 13) any liability, loss, damage, cost or expense arising from use of a self-drive hire vehicle unless provided as an occasional replacement courtesy car whilst the insured **car** is being repaired and this change to **your** insurance is agreed by **us** in writing;
- 14) any liability, loss, damage, cost or expense if the **car** is used for hire, reward, trade delivery or for carrying of passengers for profit;
- 15) more than **our** legal liability under the Road Traffic Act for any claim, if the **named driver** of the **car** insured by **us** was found to have been driving whilst under the influence of drink or drugs at the time of the accident;
- 16) more than **our** legal liability under the Road Traffic Act for any claim, if **your car** was towing a load over the legal limit at the time of the accident;
- 17) 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;
- 18) any liability, loss, damage, cost or expense caused by:
 - anyone employed by the emergency services (or military forces, law enforcement or other related fields) and named in the **certificate** in the course of responding to an emergency service call;
 - a vehicle designed or modified for use in connection with emergency services (or military forces, law enforcement or other related fields) other than a claim under Accidental Section A (Damage to Your Car) when the vehicle is owned and is operated by someone not insured by this **policy**.
- 19) loss or damage to any **trailer** or its contents whilst being towed by the **car**;

- 20) any liability, loss, damage, cost or expense in relation to goods transported in a vehicle insured under this **policy**, in connection with any trade or business;
- 21) any liability, loss, damage, cost or expense due to confiscation, impounding, requisition or destruction by any government, public or local authority;
- 22) any liability, loss, damage, cost or expense caused by earthquakes and the results of earthquakes;
- 23) any liability, loss, damage, cost or expense caused by or related to the transportation of hazardous goods, explosives, ammunition, radioactive substances, chemicals, bio-chemicals, toxic substances, infectious substances, flammable substances, corrosive substances, combustible substances, gases or fuel (apart from fuel held in tanks made by the manufacturer of the **car** which is used to power the **car**) whether in solid, liquid, compressed or gaseous forms;
- 24) any liability, loss, damage, cost or expense arising which directly or indirectly relates to terrorism, except as is strictly required under the Road Traffic Act; 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:
 - threat of and/ or actual endangerment of the life of a person(s);
 - threat of and/ or actual serious violence against person(s);
 - involving the threat of and/ or actual damage to any form of property;
 - creating a serious risk to the health and safety of the public;
 - 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;
- 25) 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**;
- 26) any liability, loss, damage, cost or expense caused if the policyholder or **named driver** is not normally resident in England, Scotland or Wales for nine months of the year;
- 27) any liability, loss, damage, cost or expense caused by a **named driver** who has had insurance cancelled, declined, voided or special terms imposed;
- 28) any liability, loss, damage, cost or expense caused by a **named driver** with any previous criminal conviction(s) (excepting motoring offences that have been declared to **us**) that are unspent under the Rehabilitation of Offenders Act;
- 29) any liability, loss, damage, cost or expense caused by a **named driver** who is banned from driving by one or more countries within the European Union;
- 30) any liability, loss, damage, cost or expense caused by a **named driver** working part time or full time in:
 - entertainment, gambling, modelling, professional sports, foreign service, diplomatic service, scrap, second-hand dealing, fast food delivery, market trade or street trade;
 - or as a:
 - bailiff, debt collector, bodyguard, doorman, mobile mechanic, taxi driver, mini-cab driver, delivery driver, courier, despatch driver or mobile caterer.
- 31) any liability, loss, damage, cost or expense caused by a **named driver** with a motoring conviction endorsement that has remained or will remain, on their driving licence for more than five years (unless such a conviction is spent under the Rehabilitation of Offenders Act). Examples of such convictions may include

- careless driving and driving under the influence of drink or drugs such as: DR10; DR20; DR30; DR80; CD40; CD50; CD60; CD70; IN10;
- 32) unless the person driving holds a licence to drive **your car** or has held and is not disqualified from holding or obtaining such a licence (unless **your car** is stolen and the damage or injury occurred in the course of the theft);
 - 33) for any costs involved in contacting **us** regarding **your** claim (including telephone calls);
 - 34) 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;
 - 35) for any liability, loss, damage, cost or expenses caused by a pet.

General Policy Conditions

You must:

Comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel **your policy** or refuse to pay **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) 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. **You** must also advise **us** as soon as possible of all changes to this information;
- 2) tell **us** as soon as possible all information about an incident which may lead to a claim under **your policy** and fully co-operate with **us** while **we** handle any claim. In all cases **you** must advise **us** of any accident within thirty days of it occurring or **we** may refuse to pay **your** claim except as required under the Road Traffic Act;
- 3) not negotiate regarding any claim or settle any claim without **our** written permission;
- 4) give **us** full control of the claim and **we** may take over, defend or settle the claim, or take up any claim in **your** name;
- 5) give **us** consent to proceed with the repair to **your car** within thirty days after **we** have obtained an estimate from **our recommended repairer**;
- 6) upon **our** request and within thirty days, provide **us** with any formal documentation including the V5 Registration Certificate for the **car**, personal identity requests or driving licence for the **named driver** of the **car**;
- 7) send to **us**, unanswered immediately, any documents **you** receive such as notice of prosecution, coroner's inquest, fatal accident inquiry, writ, summons, claim or letter;
- 8) not admit liability for any claim unless **we** ask **you** to do so;
- 9) advise and co-operate with the police in the event of a theft;
- 10) not carry passengers as customers of a passenger-carrying business;
- 11) not make a profit from passengers' payments or from allowing someone to drive;
- 12) make sure the **car** is taxed and roadworthy including that it has, if required, a valid MOT certificate and complies with the Road Traffic Act (e.g. has legally correct tyres, lights, brakes, windows etc...) to drive in the country in which the claim occurred;
- 13) have at the time of the claim a valid driving licence to drive the **car** in the country in which the claim occurred;
- 14) take all reasonable steps to protect the **car** and its contents from loss or damage;
- 15) if the damaged car is provided by **us** under Section J (Courtesy Car) the **car** will be referred to **our recommended repairer**;
- 16) allow **us** to examine the **car** at any reasonable time if **we** ask **you**;
- 17) provide proof of **your** no claims discount from **your** previous insurer. The proof must have been earned in **your** name as the policyholder, be issued by a **UK** motor insurer for private motor car or motor bike insurance and be less than 24 months old. Classic car or motor trade insurance proof are not acceptable;
- 18) not act in a fraudulent manner, including if **you** or anyone acting for **you**:
 - fail to provide relevant documentary evidence as required, including proof of the no claim discount that **you** have claimed;
 - fail to correctly declare or update the information **you** have provided including:

- **Your** address where **you** live and **your car** is normally kept overnight;
 - **Your** no claims discount from **your** previous insurer;
 - **Your car** make and model and body derivative, **car** registration number, **car** transmission, **car** fuel, **car** ownership, the age of the **car**, the value of the **car**, the use of the **car**, any modifications to the **car**, the security system on the **car**, the expected annual mileage, where the **car** is parked or garaged overnight;
 - the name, gender, licence details, occupation, part-time occupation, period of residency in the **United Kingdom** and date of birth of **you** and any other **named driver**;
 - the relationship of all other **named drivers** to **you**;
 - all motoring accidents or claims in the last three years that **you** and any other **named driver** have had;
 - if **you** or any other **named driver** have had any non-motoring related convictions or have any pending;
 - all driving offences, fixed penalties or other forms of driving related convictions in the past 5 years and all pending convictions that **you** and any other **named driver** have had.
- fail to declare that any **named driver** has themselves held a **policy** with **us** that **we** have cancelled;
 - make a statement in support of any **policy** or claim knowing the statement to be false in any respect;
 - make a false declaration when **you** incepted the **policy** or made any subsequent amendment to the **policy** or advised of a claim;
 - submit a document in support of any **policy** or claim knowing the document to be forged or false in any respect;
 - make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;
 - make a claim in respect of any **loss** or damage caused by **your** wilful act or with **your** collusion;
 - make a false declaration to the police regarding **your** insurance;
 - fail to pay **your** premium when payment is due;
 - commit a fraud on any other **policy** that **we** insure;
- then at **our** option **we**:
- will cancel the **policy** or declare it void from inception, not make any return of premium and also recover any unpaid premium;
 - will cancel the **policy** immediately and return any premium according to **our** declared cancellation scale and recover any unpaid premium;
 - will remove one or more **named drivers** from **your policy** and adjust **your** premium;
 - will recover any shortfall in premium;
 - will reduce the extent of **your** cover;
 - will not pay any claim that has been or will be made under the **policy**;
 - will be entitled to recover from **you** the total amount of any claim already paid under the **policy** plus any recovery costs;
 - will regard any other **policy** that **we** provide and with which you are connected as fraudulent;
 - will inform the police of the circumstances.

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;
- in the event of any claim take any unpaid premiums from any claim payment **we** make to **you** or recover any unpaid premium directly from **you**;
- not refund **your** premium if **you** have made a claim or if one has been made against **you** during the **period of Insurance**.

If **you**, or **we**, cancel this **policy** it will be subject to the terms detailed in the section of this **policy** entitled Cancellation which forms part of the conditions of this **policy**.

Cancellation

Your right to cancel

If **you** are dissatisfied with the terms and conditions of **your policy**, **you** have the right to cancel the **policy** from its original start date within 14 days from the date **you** receive **your** documents in **your My AXA Account**. Cancelling **your policy** in this way will mean that **you** will not have been covered by **us**. **We** will return any premium paid (subject to an administration fee of £25 which will be imposed by **us**) provided no claims or accidents have occurred.

If **you** do not exercise **your** right to cancel within 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 an additional charge of £52.50 (inclusive of Insurance Premium Tax).

If **you** exercise **your** right to cancel outside of 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** charge of £52.50 (inclusive of Insurance Premium Tax).

If **you** have not paid **us** sufficient money for **us** to retain premium, or if **you** have not paid the full 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 charge (inclusive of Insurance Premium Tax).

Cancelling **your policy** means **you** will not be covered from that date and time. The **certificate** remains **our** property and in accordance with the Road Traffic Acts any copies **you** hold, must be returned to us at AXA Insurance, PO BOX 925, 9 Fudan Way, Stockton-On-Tees, TS19 1NL. If **you** do not return the **certificate** **you** will be required to complete a statutory declaration that all copies have been returned to us, lost or destroyed.

In relation to cancelling section(s) I, K, L or M

You have the right to cancel optional section(s) I, K, L or M prior to the **policy** start date or within 14 days from the start date. Cancelling any of these sections in this way will mean that **you** will not have been covered by **us** for these sections. **We** will return any premium paid (subject to an administration fee of £5 which may be imposed by **us**) provided no claims or accidents have occurred.

If **you** cancel section(s) I, K, L or M after 14 days of the start date **we** will not refund the premium for this cover.

Our right to cancel

We may cancel **your** policy by sending **you** at least 7 days written notice to **you** at either the email or the postal address last known to **us** and, provided:

- no claims or accidents have occurred in the current **period of insurance**;
- **we** are not cancelling because of a false declaration or fraud;
- all premium instalments are fully paid up to date.

Then **we** will return the paid premium, calculated on a pro-rata basis for the period **you** have received cover.

If **you** have not paid **us** sufficient money for **us** to retain **our** proportionate share of the premium, or if **you** have not paid the full 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 charge.

We have the right to cancel **your policy** at any point in time. If **you** have had a claim, **we** have the right not to issue any refund of **your** premium.

Cancelling **your policy** means **you** will not be covered from that date and time. The **certificate** remains **our** property and in accordance with the Road Traffic Acts any copies **you** hold, must be returned to us at AXA Insurance, PO BOX 925, 9 Fudan Way, Stockton-On-Tees, TS19 1NL. If **you** do not return the **certificate you** will be required to complete a statutory declaration that all copies have been returned to us, lost or destroyed.

Our Promise

We aim to be fair and reasonable with **you** and provide a service that is quick and helpful.

We realise that occasionally things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try and put things right.

We have set out the following procedure to try to deal with **your** complaint as quickly and efficiently as possible.

Step one - initiating **your** complaint

If **your** complaint relates to **your policy**:

You should contact the AXA Help Team by email to help@axainsurance.com or by calling 0844 209 6666. Please quote **your** policy number when detailing the reason for **your** complaint.

If **your** complaint relates to a claim on **your policy**:

You should contact the AXA Claims Team by email to claims@axainsurance.com or by calling 0844 874 0303. Please quote **your** claim number when detailing the reason for **your** complaint.

Step two – contacting the insurer

If **your** complaint is one of the few that cannot be resolved at this stage contact the Director of Motor who will arrange for an investigation on behalf of the Managing Director:

Director of Motor, AXA Insurance UK plc, 74 Portsmouth Road, Cobham, Surrey
KT11 1HY.

Step three – external referral

If **we** have given **you our** final response and **you** are still not satisfied **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS). If applicable **you** will receive details of how to do this at the appropriate stage of the complaints process. The FOS is an independent body that arbitrates on complaints about general insurance products.

The Ombudsman can be contacted at:

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

Tel: 0845 080 1800

Fax: 020 7964 1001

Contacting the FOS will not affect **your** right to take legal action against **us**.

Managing Your Insurance 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 policy administration by telephone.

To make managing **your** insurance more convenient, **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.

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**.

Automatic renewals

To ensure **you** continue to be covered after renewal, **we** will seek to automatically renew **your** insurance. However, notably, if **you** pay annually by Switch or Maestro **we** will not be able to do so. In all cases **we** will contact **you** prior to **your** renewal date to advise **you** what to do next.

Automatically renewing **your policy** means **we** will retain **your** payment details securely on **our** files so that **we** can take **your** premium at **your** next renewal. Each year **we** will email and send **you** a SMS in advance to remind **you** that this is happening. If **you** do not wish to renew **your policy** **you** should let **us** know via **My AXA Account** before **your** renewal date.

Fees

If **you** choose to cancel **your policy** **we** reserve the right to charge a £25 administration fee if **you** cancel **your policy** within the first 14 days.

If **you** have provided **us** with an email address **you** will be able to manage **your policy** online via **My AXA Account** where all **your** documentation will also be available. **We** will charge £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.

Your right to cancel your Consumer Credit Agreement

If **you** have chosen to pay by instalments, **you** may cancel the Consumer Credit Agreement within 14 days of its receipt. If **you** would like to cancel the Consumer Credit Agreement, **you** can make the changes in **My AXA Account**, by email or by calling **us**

on 0844 209 6666. **We** will refund any premium paid in full provided that no claim has been made. If a claim has been made then no refund will be given and **we** will deduct any remaining and unpaid premium from the settlement amount. If **you** do not cancel the Consumer Credit Agreement, **you** must continue to pay the instalments for **your policy** otherwise **we** will cancel **your** cover and terminate the Consumer Credit Agreement. Please note that if **you** cancel **your** Consumer Credit Agreement within 14 days, you can continue cover under **your policy** as long as **you** pay the full premium. Otherwise **your policy** will also be cancelled.

Where **you** borrow or may borrow from **us**, **we** may give details of **your** account and how **you** manage it to credit reference agencies. If **you** borrow and do not repay in full and on time, **we** may tell credit agencies who will record the outstanding debt. If **you** fail to pay any instalment by the due date **we** may also at **our** option:

- cancel **your policy** subject to **our** declared scale;
- terminate **your** Consumer Credit Agreement;
- seek to recover all monies;
- refuse to pay any claim that occurred after that date.

For full details please see **your** Consumer Credit Agreement. It is possible that other taxes or costs not imposed by **us** or paid through **us** may apply to **your** Consumer Credit Agreement.

We propose that English law will apply to **your** Consumer Credit Agreement and it is subject to the jurisdiction of the English courts. Unless **we** and **you** agree otherwise English law and English jurisdiction will apply to **your** Consumer Credit Agreement. **We** have supplied **your** Consumer Credit Agreement and other information in English and will continue to communicate with **you** in English.

Sharing of Information

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 and statistical analysis. Please be aware this may include disclosing **your** information within the AXA Group and to any agents who provide services on **our** behalf.

We will hold and use information about **you** supplied by **you**. **We** may send it in confidence for processing to within the AXA Group (or companies acting on **our** instructions) including those located outside the European Economic Area. By accepting this insurance **you** consent to such use of **your** personal data.

Fraud prevention and detection

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

- Approach the DVLA to check all or any relevant driving licence details of anyone named on the **policy**;
- Share information about **you** with other organisations and public bodies including the police;
- Share information about **you** within the AXA Group and with other insurers;
- Pass **your** details to recognised centralised insurance industry applications, policy and claims checking systems (for example the Motor Insurance Anti-Fraud and Theft Register, CUE and all DVLA databases) where **your** details may be checked and updated;
- Check **your** details with fraud prevention agencies and databases including publicly available data (for example on County Court Judgements, bankruptcy information and electoral role data). If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** may record this with fraud prevention agencies;
- Search records held by fraud prevention and credit agencies to:
 - help make decisions about credit services for **you** and members of **your** household;
 - help make decisions on insurance policies and claims for **you** and members of **your** household;
 - trace debtors, recover debt, prevent fraud and to manage **your** insurance policies;
 - check **your** identity to prevent money laundering.
- Undertake credit searches and additional fraud searches.

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 :

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. 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** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at HYPERLINK "<http://www.askmid.com>" www.askmid.com.

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

Information on products and services

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 advice and help about your insurance)

Monday - Friday 8am - 9pm; **Saturday** 8am – 6pm; **Sunday** 9am – 5pm
and **Bank Holidays** 10am – 4pm

Phone: 0844 209 6666

Email: help@axainsurance.com

AXA Claims Team

Monday - Friday 8am - 6pm (excluding **Bank Holidays**); **Saturday** 9am – 12 noon;
Outside these times if **your** call is urgent and **you** require emergency assistance **you** will
be put through to someone.

Phone: 0844 874 0303 (whilst in the UK)
00 44 1732 376 249 (whilst in Europe)

Online: Log in to **My AXA Account** and 'Make a Claim' (new and existing claims)

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

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
(+44) 1737 815 375 (whilst in Europe)

AXA Legal Help Team

Monday - Friday 8am - 6pm (excluding **Bank Holidays**); **Saturday** 9am – 12 noon

Phone: 0844 874 0303

Email: legal@axainsurance.com

All 0844 calls will be charged at your local rate.

