



Your policy wording

AXA Car Insurance

For help after an accident please call our 24-hour
claim line on **0330 024 1305** as soon as you can.

Thank you for choosing AXA car insurance.

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

Your policy wording

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

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

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

! Remember to keep your details up to date

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

Making a claim



Call to claim

Claims in the UK:	0330 024 1305
Claims outside the UK:	+44 (0) 1217 520 685
Windscreen claims:	0330 024 1306

Lines open 24 hours a day 7 days a week.

If your car can be repaired by one of our approved repairers, they will supply you with a courtesy car while your car is off the road. All repairs carried out by our approved repairers are guaranteed throughout the time that you own your car.

Information on what to do if you are involved in a claim can be found in your My AXA Account

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Your contract of insurance

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

You must also advise **us** of any changes to **your** information via **My AXA Account** during the policy **period of insurance**; details of the type of changes **we** need to know about are contained in General condition 2 on page 45 of this **policy**.

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

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

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

The parties to this contract are **you** and **us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act. In return for **your** premium, **we** will provide the cover shown in **your policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

Your cover

Type of cover

Comprehensive
Third party fire
and theft

Optional services

Sections that apply

Sections A to H apply.

Sections B, C and H apply. Section G applies in respect of Fire and Theft only.

Sections I, J, K and L only apply if stated on **your schedule**

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

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

Uninsured driver promise

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

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

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

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

Managing your policy

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

Who we will speak to about your policy

We recognise **you** may need to talk to **us**. However, as **we** are an internet-based company and **you** can manage **your policy** online, an administration fee may be charged for administration by telephone. See General condition 15 Fees Page 50.

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

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

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

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 L 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 and child car seats but excluding car audio, telephone, in-car entertainment and/or satellite navigation systems.

Audio equipment

Permanently fitted car audio, telephone (including hands free), in-car entertainment and/or satellite navigation systems up to the limits shown in the **schedule**.

AXA

AXA Insurance UK plc

Certificate of motor insurance

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

Excess/excesses

The amount **you** must pay towards any claim even if the incident is not **your** fault. **Excesses** apply under Sections A, B, D, and G of this **policy**.

Market value

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

Misfuelling

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

My AXA Account

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

Named driver

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

Period of insurance

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

Policy

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

Recycled parts

Parts that are recycled from other cars, including parts denoted by the motor trade industry as “green”.

Schedule

The document which identifies the policyholder and sets out details of **your policy** cover, including the applicable **excesses** and any optional sections **you** have selected.

Territorial limits

United Kingdom, the Channel Islands and the Isle of Man – refer to Section G (Foreign use) for full details.

Trailer

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

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

We/Us/Our

AXA insurance UK plc who underwrite all sections of the **policy** except Section L Breakdown, which is underwritten by Inter Partner Assistance SA who are fully owned by and are a part of the worldwide **AXA** Group.

You/Your

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

Your Car

The private motor car insured under this **policy** as identified by its registration mark in **your current certificate of motor insurance and schedule**. This includes any car provided under Sections A, B or J – Courtesy car upgrade.

What is covered under this section

We will pay for loss of or damage to

1. **Your car.**
2. **Accessories**, including child car seats, while in or on **your car**.
3. **Audio equipment** while in **your car**.
4. **Your car** key, key fob or entry card or any other device designed and made by the manufacturer to access and start **your car**.

We may choose to replace them, to repair them or pay an amount equal to the loss or damage.

We will not pay more than the **market value** of **your car** at the time of the loss less any **excesses**.

We will also arrange for **your car** to be moved to a place of free and safe storage until it is repaired, sold or scrapped. The salvage of **your car** will become **our** property after **your** claim is settled.

If the damage to **your car** can be repaired, **we** will use one of **our** approved repairers to repair it. If **you** choose not to use them, **we** may not pay more than **our** approved repairers would have charged and **we** may choose to settle the claim by a financial payment.

We may choose to repair **your car** with **recycled parts**, where appropriate. Parts used may not have been made by **your car**'s manufacturer but will be of a similar standard. All repairs carried out by **our** approved repairers are guaranteed throughout the time that **you** own **your car**.

Courtesy car

If **your car** is repaired by one of **our** approved repairers, **you** will be supplied with a courtesy car while **your car** is being repaired. If **your car** cannot be repaired (total loss), **you** will be provided with a courtesy car however **you** will only be able to keep this for 14 days after the date the courtesy car was delivered to **you**. Unless **you** have purchased the Courtesy car, upgrade, under Section J of this **policy**, the car provided will be a 1 litre 3 door petrol manual transmission car and cover will automatically be provided under **your certificate of motor insurance** while the car is on loan to **you**.

If a courtesy car cannot be arranged, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day.

If **your car** has been specially adapted for **you** or for a **named driver** with disabilities and **we** cannot arrange a suitable car, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day.

The maximum time **we** will pay for alternative travelling costs is up to 14 consecutive days.

A courtesy car is not available in respect of:

- Claims where an approved repairer is not used
- Losses which occur outside the **UK**.

Finance or hire purchase agreements

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**.

Section A – Damage including misfuelling

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 60% of the manufacturer's last **UK** list price (including taxes). If a replacement car of the same make and model is not available **we** will either:

- pay **you** the price **you** paid for **your car** when **you** bought it, or
- pay **you** the manufacturer's current list price (including taxes),

whichever is less.

Cherished plates

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

Overnight accommodation

If **your car** cannot be driven as a result of damage covered under this **policy**, including loss or damage to keys or misfuelling, **we** will pay the cost of overnight accommodation and/or onward travel. The maximum **we** will pay is £300 in respect of any one claim.

Child car seats

If **your car** is fitted with any child car seats, **we** will pay up to £300 per car seat for their replacement following a valid claim covered by this **policy**, whether or not visible damage has been caused to the car seat.

No **excess** will apply in respect of replacement of child car seats. **You** should purchase the replacement seat and **we** will reimburse **you** on presentation of the receipt.

Misfuelling, drainage and flushing the fuel tank

If **you** or a **named driver** accidentally fill **your car** with the wrong fuel, please do not start the engine. Please call **us** on 0330 024 1305 as soon as possible. If **your car** is subject to **misfuelling** during the **period of insurance**, **we** will pay for:

1. Drainage and flushing of the fuel tank on site using a specialist roadside vehicle.
2. Recovery of **your car**, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
3. Replenishing the fuel tank with 10 litres of the correct fuel.
4. Damage to **your car** engine caused solely and directly by **misfuelling**.

An **excess** of £75 applies to points 1-3 above. **Your** standard **policy excess** applies to point 4.

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

What is not covered under this section

1. The sum of all **policy excesses** shown in the **schedule**.
2. More than £1,000 for loss or damage to **audio equipment** unless it is fitted by the manufacturer of **your car** or their approved dealer.
3. Loss or damage caused by rust, corrosion, wear and tear or any loss of value, including following repair.
4. Loss of or damage to **your car** if, at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
5. Loss of excise licence or fuel.
6. Any unnecessary repair or replacement which improves **your car** beyond its condition before the loss or damage took place.
7. Loss or damage caused by any mechanical, electrical, computer breakdown, failure or breakage.
8. Damage to tyres caused by braking, punctures, cuts or bursts.
9. Loss or damage arising from or in consequence of water freezing in the cooling circulation system of **your car**.
10. Loss of use or any other loss, damage or additional expense, (including the cost of any alternative transport under this section) following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
11. Loss or damage as a result of theft, attempted theft, fire, lightning or explosion under this section of the **policy**.
12. The additional cost of modifications (including any change to the fuel system) other than:
 - a) those supplied and fitted by the manufacturer or their recommended garage at the time of original registration,
 - b) any modification to accommodate a disability.
13. In respect of **misfuelling**, any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
14. Claims for **misfuelling** outside the **United Kingdom**.
15. Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.
16. Any loss or damage if at the time of the incident **your car** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
17. More than £2,500 in respect of loss of or damage to **your car** keys, key fobs, key cards or replacement locks.

What is covered under this section

We will pay for loss or damage as a result of theft, attempted theft, fire, lightning or explosion to:

1. **Your car.**
2. **Accessories**, including children's car seats, while in or on **your car**.
3. **Audio equipment** while in **your car**.
4. **Your car** key, key fob or entry card or any other device designed and made by the manufacturer to access and start **your car**.

We may choose to replace them, to repair them or pay an amount equal to the loss or damage.

We will not pay more than the **market value** of **your car** at the time of the loss less any **excesses**.

We will also arrange for **your car** to be moved to a place of free and safe storage until it is repaired, sold or scrapped. The salvage of **your car** will become **our** property after **your** claim is settled.

If the damage to **your car** can be repaired, **we** will use one of **our** approved repairers to repair it. If **you** choose not to use them, **we** may not pay more than **our** approved repairers would have charged and **we** may choose to settle the claim by a financial payment.

We may choose to repair **your car** with **recycled parts**, where appropriate. Parts used may not have been made by **your car**'s manufacturer but will be of a similar standard. All repairs carried out by **our** approved repairers are guaranteed throughout the time that **you** own **your car**.

Courtesy car

If **your car** is repaired by one of **our** approved repairers, **you** will be supplied with a courtesy car while **your car** is being repaired. If **your car** cannot be repaired (total loss) or has been stolen, **you** will be provided with a courtesy car, however **you** will only be able to keep this for 14 days after the date the courtesy car was delivered to **you**. Unless **you** have purchased the Courtesy car upgrade, under Section J of this **policy**, the car provided will be a 1 litre 3 door petrol manual transmission car and cover will automatically be provided under **your certificate of motor insurance** while the car is on loan to **you**.

If a courtesy car cannot be arranged, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day.

If **your car** has been specially adapted for **you** or for a **named driver** with disabilities and **we** cannot arrange a suitable car, **we** will repay **your** alternative travelling costs up to a maximum of £15 per day.

The maximum time **we** will pay for alternative travelling costs is up to 14 consecutive days.

A courtesy car is not available in respect of:

- Claims where an approved repairer is not used
- Losses which occur outside the **UK**.

Finance or hire purchase agreements

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

New car cover

If **your car** is less than one year old and **you** have been the first and only registered keeper and legal owner, **we** will replace it with a new one of the same make and model if it is stolen and not recovered or suffers damage covered by this section and the cost of repairing it will be more than 60% of the manufacturer's last **UK** list price (including taxes).

If a replacement car of the same make and model is not available, **we** will either:

- pay **you** the price **you** paid for **your car** when **you** bought it, or
- pay **you** the manufacturer's current list price (including taxes), whichever is less.

Cherished plates

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

Overnight accommodation

If **your car** cannot be driven as a result of damage covered under this **policy**, or is stolen, **we** will pay the cost of overnight accommodation and/or onward travel. The maximum **we** will pay is £300 in respect of any one claim.

Child car seats

If **your car** is fitted with any child car seats, **we** will pay up to £300 per car seat for their replacement following a valid claim covered by this **policy**, whether or not visible damage has been caused to the car seat.

No **excess** will apply in respect of replacement of child car seats. **You** should purchase the replacement seat and **we** will reimburse **you** on presentation of the receipt.

What is not covered under this section

1. The sum of **policy excesses** shown in the **schedule**.
2. Loss or damage caused by theft or attempted theft if **your car** was not switched off, properly locked or if any window, roof opening, removable roof panel or hood was left open or unlocked.
3. Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) to **your car** are left unsecured or unattended, or are left in or on **your car** whilst it is unattended.
4. More than £1,000 for loss or damage to **audio equipment** unless it is fitted by the manufacturer of **your car** or their approved dealer.
5. Loss of or damage to **your car** and its contents due to deception or fraud.
6. Loss or damage caused by theft or attempted theft if **your car** was taken by a member of **your** family or household, or taken by an employee or ex-employee.
7. 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.

Section B – Fire and theft

8. Any loss or damage due to theft unless it has been reported to the police and a crime reference number obtained.
9. Loss or damage if **we** have required **you** to fit and maintain a tracking system to **your car** and the device fitted is not to TQA (Thatcham Quality Assurance) standard.
10. Loss of or damage to **your car** if, at the time of the incident, it was under the custody or control of anyone with **your** permission who is not covered under this **policy**.
11. Loss or damage caused by rust, corrosion, wear and tear or any loss of value, including following repair.
12. Loss of road excise licence or fuel.
13. Any unnecessary repair or replacement which improves **your car** beyond its condition before the loss or damage took place.
14. Loss of use or any other loss, damage or additional expense (including the cost of any alternative transport under this section) following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
15. Any loss, damage or costs from returning **your car** to its legal owner or arising out of its repossession or seizure by any person or company having a financial interest in **your car**.
16. The additional cost of modifications (including any change to the fuel system) other than:
 - a) those supplied and fitted by the manufacturer or their approved garage at the time of original registration,
 - b) any modification to accommodate a disability.
17. Any costs due to loss or damage to keys (or keyless entry system) other than by theft, fire, lightning or explosion.
18. Loss or damage caused by any mechanical, electrical, computer breakdown, failure or breakage.
19. Any loss or damage if at the time of the incident **your car** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
20. More than £2,500 in respect of loss of or damage to **your car** keys, key fobs, key cards or replacement locks.

What is covered

Cover for you:

We will pay if **you** have an accident which results in **you** being legally liable for:

- Death or injury to any person.
- Damage to any other person's property up to £20,000,000 plus all legal costs and expenses provided the total does not exceed £25,000,000 for any one claim or series of claims arising out of one cause.

Caused by or whilst using:

1. **Your car.**
2. Any **trailer** being properly towed (in accordance with both the law and manufacturer's design specifications) by **your car** (for which cover is provided under this section).
3. If Section 5 of **your certificate of motor insurance** provides cover for the policyholder to drive other cars, any other car driven by **you**, provided:
 - a) **You** do not own or have not hired the car under a hire purchase or lease hire agreement.
 - b) There is valid cover in force for the car under another insurance policy.
 - c) **You** have the owner's permission to drive the car.
 - d) The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - e) **You** are 25 years of age or over.
 - f) **You** still own **your car** and it has not been damaged beyond economic repair.
 - g) **You** are not a company or firm.
 - h) The car is being used within the limitations of use shown in **your current certificate of motor insurance**.

Note: Cover to drive other cars only applies if shown in Section 5 of **your certificate of motor insurance** and the cover provided is limited to third party only. There is no cover provided in respect of damage to the car **you** are driving. This extension does not provide cover to drive vans, other commercial vehicles, buses, minibuses, quadbikes or motorbikes of any description.

Cover for other people

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

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

Statutory emergency treatment

In the event of an accident involving a car insured under this section, **we** will also refund any payments that anyone using the car has made under the relevant road traffic legislation for emergency treatment.

(Any payments solely for emergency treatment will not affect **your** no claims discount.)

Defence costs

In the event of an accident involving a car insured under this section, **we** will at **our** discretion pay the reasonable legal costs and/or expenses to defend or represent **you** or any **named driver** covered by this **policy**:

- at a coroner's inquest or fatal accident inquiry and/or
- in criminal proceedings arising out of the accident where there is a reasonable chance of success.

What is not covered

1. Any legal liability if any person insured under this section does not keep to the terms, exceptions and conditions of this **policy**.
2. Any legal liability if **you** are aware that any **named driver** does not hold a valid licence to drive **your car** for the purpose it is being used.
3. Any legal liability if **you** do not take reasonable care to ensure any **named driver** driving **your car** observes their licence conditions.
4. Legal costs and expenses incurred without **our** written consent or related to charges connected with speeding, driving under the influence of alcohol or drugs, or parking offences.
5. Legal liability for anyone killed or injured while they are working with or for the **named driver** or **policy** holder unless **we** must provide cover under the relevant road traffic legislation.
6. More than **our** legal liability under the relevant road traffic legislation if at the time of the accident the car **you** were driving is not specified in 'Section 1 – Registration mark of vehicle', of the **certificate of motor insurance**.
7. Property owned or jointly owned by, or in the custody care or control of, anyone insured under this section of the **policy**.
8. Any claim for loss or damage unless cover applies under section A-L of this **policy**.
9. Any claim for loss or damage to a car being driven under the driving other cars extension of this **policy**.
10. Any legal liability, loss or damage for any claim, if **your car** was towing a load over the legal limit at the time of the accident.
11. Any loss or damage to:
 - a) any caravan, **trailer** or other vehicle,
 - b) any contents of caravans, **trailers** or other vehicles whilst being towed by **your car**.

Section D – Windscreen and window damage

(This section is only included if you have comprehensive cover.)

What is covered

We will pay to repair or replace broken glass in **your car's** windscreen (including panoramic windscreens) or windows, and any scratching to the bodywork caused solely and directly by broken glass from a broken windscreen or window.

We may choose to repair **your car** with parts that may not have been made by its manufacturer but are of a similar standard. Any payment for replacement of glass under this section will not reduce **your** No claims discount. However, in order to obtain the full benefit under this section the work must only be undertaken by **our** approved repairer contactable via AXA Glass Claims on 0330 024 1306.

The most we will pay:

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

What is not covered:

1. Any **excess** shown in **your schedule** for glass replacement or repair.
2. Any other glass forming part of **your car** including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass.
3. Any glass that is part of a removable or folding convertible roof.
4. Any windscreens or windows not made of glass.
5. Loss of use or any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this **policy**.
6. The cost of any alternative transport. Glass excluded under this section may be covered under Section A (Damage to your car) or Section B (Fire and theft) of **your policy**, subject to the appropriate **policy excesses** and with an effect on **your** No claims discount.

Section E – Personal accident

(This section is only included if you have comprehensive cover.)

We will pay:

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

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

The most we will pay:

The most **we** will pay the injured person or their legal representatives is £5,000 in respect of death, loss of limbs or sight. This is the maximum benefit **we** will pay to any one person under this section in the **policy period of insurance**.

Section E – Personal accident

(This section is only included if you have comprehensive cover.)

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

We will not pay:

1. For any injury or death resulting from suicide, attempted suicide or any deliberate self-inflicted injury;
2. For any deliberate attempt to put lives in danger (unless to save a human life);
3. For death or injury to **you** if **you** have paid for additional personal accident cover under Section I (Personal injury and rehabilitation).

Section F – Additional benefits

(This section is only included if you have comprehensive cover.)

Medical expenses

What is covered

Medical expenses for each person injured as a result of an accident involving **your car**. The most **we** will pay for any one incident is £100.

Personal belongings

What is covered

Loss of or damage to clothing and personal belongings (including dashboard cameras fitted to **your car**) caused by fire, theft, attempted theft or accident, while they are in **your car**. The most **we** will pay for any one incident is £300.

What is not covered

Loss of 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 **your car**.

Section G – Foreign use

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

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including San Marino and the Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands, The Isle of Man and the **United Kingdom**.

This **policy** also provides the cover **you** have selected and which is shown in **your schedule** in the countries listed above for 90 days in any one **period of insurance**. The relevant **excesses** and exclusions under Sections A – D (Sections B – C if Third party fire and theft cover is selected) also apply whilst **your car** is being used abroad.

Cover is also provided for customs duty payable on **your car** resulting from loss or damage that is covered by this **policy** and during transit by a recognised carrier between or within these countries.

If requested, **we** will give **you** an international motor insurance card (Green Card).

Section H – No claims discount

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

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

Section H - No claims discount

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

1. any payment made under Section D (Windscreen and window damage).
2. any payment made under Section L (Breakdown option).
3. any payment for emergency treatment fees under Section C (Your legal liability to other people).
4. claims where **you** are not at fault, provided **we** have got back all that **we** have paid from those who are responsible.

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

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

If **you** have chosen to protect **your** NCD (PNCD) then, in the event of one claim on **your policy** in any **period of insurance** (up to a maximum of two claims in any consecutive three year **period of insurance**), **your** NCD will not be changed at **your** next **policy** renewal, after which **your** NCD will be reduced for each further claim in accordance with **our** declared scale.

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

Section I - Personal injury and rehabilitation

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

Definitions

The following definitions apply to this section of the **policy** only:

Burns

Full thickness burn or burns (third degree) covering more than 10% of the body surface.

Case Management

A collaborative process which assesses, plans, implements, co-ordinates, monitors and evaluates the options and services required to meet an individual's health care, educational and employment needs, using communication and available resources to promote quality cost effective outcomes.

Fracture

A complete or incomplete break in a bone resulting from the application of excessive force.

Loss of sight

Permanent and total loss of sight which shall be considered as having occurred if **your** name is added to the Register of Blind persons on the authority of a qualified ophthalmic specialist.

Loss of eye

Loss of sight in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Loss of hearing

Total, permanent and irrecoverable loss of hearing.

Loss of limb/s

Loss of use or permanent and complete loss by separation at or above the wrist or ankle or permanent or complete loss of use.

Loss of hand/foot

Loss of use or permanent and complete loss by separation at or below the wrist ankle.

Loss of finger/thumb or toe

Complete and irrecoverable loss of use or complete physical separation.

Loss of speech

Total, permanent and irrecoverable loss of speech.

Maximum benefit payable

The most **we** will pay for all claims resulting from one accident. The **maximum benefit payable** for personal injury claims under this section is £100,000 for any one accident.

Permanent total disablement

Disablement caused other than by loss of limb eye hearing or speech which prevents **you** from taking part in any relevant employment for the remainder of **your** life.

Section I - Personal injury and rehabilitation

Personal injury

What is covered under this section:

If **you** are accidentally injured while travelling in or getting into or out of **your car**, whilst in the **United Kingdom**, and this injury alone results within three calendar months in one of the following, **we** will pay **you** the benefit shown in the following table:

Description	Benefit payable	Description	Benefit payable
Death	£100,000	Loss of more than one finger	£10,000
Permanent total disablement	£100,000	Loss of one finger	£4,000
Loss of sight	£100,000	Loss of both big toes	£10,000
Loss of sight in one eye	£50,000	Loss of one big toe	£5,000
Loss of hearing in both ears	£50,000	Loss of more than one toe (excluding big toes)	£2,000
Loss of hearing in one ear	£20,000	Loss of one other toe (excluding big toe)	£1,000
Loss of speech	£50,000	Loss of lung, kidney(s), liver, large intestine, small intestine, stomach, reproductive organ(s) or bladder	£20,000
Loss of two or more limbs	£100,000	Loss of spleen, gallbladder or pancreas	£5,000
Loss of one limb	£50,000	Burns	£10,000
Loss of both hands or both feet	£50,000	Fractures to the pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (excluding nose)	£2,000
Loss of one hand or foot	£25,000	Fractures to the foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	£1,000
Loss of both thumbs	£15,000	Hospital cash daily benefit – you must provide documentary evidence of admission to hospital	£100 per day
Loss of one thumb	£7,000	Maximum policy benefit	£100,000

The most we will pay:

Benefit may be payable under more than one heading, however:

The most **we** will pay **you** or **your** legal representatives is the **maximum benefit** of £100,000.

If benefit is payable in respect of **loss of a limb(s)**, benefit will not be paid in respect of hands, feet, fingers thumbs or toes.

Post Accident Rehabilitation

What is covered

If **you** are accidentally injured while travelling in or getting into or out of **your car** whilst in the **United Kingdom**, we will provide case management and arrange necessary treatment, up to the value of £5,000 for treatment arising from any one claim.

This is to support **you** to return, as near as possible, to **your** pre-accident health.

Treatment under this section may include but is not limited to:

Assessment and support throughout **your** rehabilitation by one of **our** qualified case managers (**case management**).

Physiotherapy – the treatment of injury by physical methods such as massage, heat treatment and exercise rather than by drugs.

Chiropractic treatment – adjustment and manipulation of the vertebral column and the extremities as a treatment.

Psychological Therapies – treatment of psychological disorders and mental distress.

Cognitive Behavioural Therapy – for treatment of travel-related phobia, a persistent, abnormal and irrational fear of a specific thing such as travelling in a vehicle or situation that compels one to avoid it, despite the awareness and reassurance that it is not dangerous.

Cosmetic and reconstructive dental treatment up to £500.

Diagnostics such as Magnetic Resonance Imaging (MRI), a technique that uses a magnetic field and radio waves to create detailed images of the organs and tissues within **your** body or x-rays, (photographic or digital image of the internal composition of a part of the body, produced by x-rays being passed through it and being absorbed to different degrees by different materials).

Referral to a specialist

Treatment for Tinnitus – the perception of sound within the human ear (ringing of the ears) where no sound is present.

Hydrotherapy – a part of medicine that involves the use of water for pain relief and treatment.

Important notes

- **We** may require **your** written consent before proceeding with **your** rehabilitation (this also allows **us** to discuss **your** case with **your** GP when appropriate).
- **You** may be required to provide medical information (for example GP notes) in order to support **your** claim for rehabilitation.
- **We** may need to complete an assessment with **you** face to face. This will usually happen at **your** home.

Section I - Personal injury and rehabilitation

What is not covered under this section:

We will not pay for

1. Any injury or death resulting from suicide, attempted suicide or deliberate self-inflicted injury.
2. Any deliberate attempt to put lives in danger (unless to save a human life).
3. Any injury unless supporting medical evidence is supplied.
4. Any injury resulting from **you** driving whilst under the influence of alcohol or drugs to a level which would be an offence in the country where the accident occurs.
5. Any injury caused by failure to wear a seatbelt unless exempt on medical grounds.
6. Any injury that happens while **you** are not travelling in or getting into or out of **your car** or driving any other car.
7. The cost of any treatment which exceeds the value of £5,000 per claim. Where **your** rehabilitation needs are about to exceed the cost of £5,000, **we** will work with **you** to handover **your** rehabilitation needs and care over to **your** GP and/or NHS facility.
8. Cosmetic and reconstructive dental treatment which exceeds £500.
9. Any treatment costs or expenses not recommended as part of **your case management**.

Section J - Courtesy car upgrade

Cover 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).

Hire car

The optional temporary car **we** will provide **you** with in the event of a valid claim under Section A or B of this **policy**. The car provided will be of a similar size and transmission to **your car** and will have at least as many doors and seats as **your car**, up to a maximum of 7 seats.

Hire car company

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

What is covered

If **your car** is damaged or stolen and not recovered in England, Wales or Scotland, and if the event is covered by **your policy** under Section A (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 **hire car company** location to take delivery of a **hire car**; or

Section J - Courtesy car upgrade

- deliver to and collect from **your** home address, or any other address within ten miles, a **hire car**.

If **your car** can be repaired, **you** may keep the **hire car** for the duration of the repair.

If a **hire car** cannot be arranged, **we** will repay **your** alternative travelling costs up to a maximum of £25 per day.

If **your car** has been specially adapted for **you** or for a **named driver** with disabilities and **we** cannot arrange a suitable car, **we** will repay **your** alternative travelling costs up to a maximum of £25 per day.

The most we will pay

If **your car** cannot be repaired, **you** may only keep the **hire car** for a maximum 21 days from the date of the accident. The maximum time **we** will pay for alternative travelling costs is up to 21 consecutive days.

If **you** have chosen Third party fire & theft cover there is no cover for **your car** under Section A – (Damage to your car). **We** will not provide a **hire car** unless **you** make a valid claim under Section B – (Fire and theft), of this **policy**.

The **hire car** provided by **us** will be insured under **your policy** under sections A to F and K but only if **your schedule** shows that these sections apply to **your policy**. The **hire car** may only be used in **United Kingdom**.

The terms and conditions of this **policy** will normally apply to the use of the **hire car** as if it was **your car**. However, if **your car** is insured for Third party fire & theft cover only:

1. The **hire car** will also be insured under Section A (Damage to your car) whilst **you** are using it.
2. **You** may be responsible for paying an **excess** in respect of any damage to the **hire car**. **You** should check the terms and conditions of the **hire car company**.

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

Section K - Legal assistance 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.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AXA Insurance UK plc on whose behalf **we** act.

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **you** want to use a legal representative of **your** own choice, **costs** payable by **us** are limited to no more than (a) the amount of **costs we** would pay to **our** nominated legal representative or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Section K – Legal assistance cover option

Definitions

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

Costs

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

Lawyer

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

Territorial limits

The **United Kingdom**, Channel Islands, Isle of Man, European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

Uninsured losses

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

We/us/our

Arc Legal Assistance Limited, who manage and provide this cover on behalf of AXA.

What is covered - Personal injury and uninsured loss recovery

We will pay:

The **costs** for recovering **uninsured losses** which arise directly from a road traffic accident involving **your car** in the **territorial limits** and during the **period of insurance** which causes:

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

What Is Covered - Motor Prosecution Defence

We will pay:

The **costs** to defend a prosecution in respect of a motoring offence, rising from **you** or a **named driver's** use of **your car**, where the event giving rise to the prosecution occurs in the **territorial limits** and during the **period of insurance**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

The most we will pay:

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

What is not covered

1. Charges or payments **you** or the **named driver** receive or make before **we** accept the claim.
2. **Costs** **you** or the **named driver** incurs, or payments **you** make without **our** agreement.
3. **Costs** due to an agreement or contract between **you** or the **named driver** and anyone else (including the **lawyer**) without **our** permission.
4. Any claim for an accident which is caused by **you** or a **named driver** whether deliberately or accidentally.
5. **Costs** if **you** or the **named driver** withdraws instructions from the **lawyer**, dismiss the **lawyer** or withdraw from legal proceedings without **our** permission.
6. **Costs** if **you** or the **named driver** follows up the claim other than in accordance with **our** advice or that of the **lawyer**.
7. **Costs** involved in disputes between **you** or the **named driver** and **us** or **our** agents or in connection with this **policy**.
8. **Costs** that can be recovered from any other source or insurance policy.
9. **Costs** for any legal proceedings or claim outside the **territorial limits** unless **we** agree otherwise in writing.
10. **Costs** if, in **our** reasonable opinion, the person(s) from whom **you** or the **named driver** is claiming are unlikely to be able to pay the damages.
11. Further **costs** if during a claim **you** or the **named driver** does not accept a reasonable offer to settle or if it is no longer likely that **you** will be successful with **your** claim.
12. Claims:
 - a) Brought about by **you** or the **named driver** deliberately doing or not doing something.
 - b) If **you** or the **named driver** make a false declaration that affects the handling of this claim.
 - c) If **you** made a false declaration when **you** inceptioned this **policy** or made any subsequent amendment to the **policy**.
 - d) If at the time of the event or prosecution this **policy** section was not in force.
 - e) If at the time of the accident **your car** is being driven or used for a purpose that is not allowed by this **policy**.
 - f) If **you** or the **named driver** are responsible for unreasonable delay which affects the claim.
13. Claims due to faults in **your car** whether or not this is due to a faulty or incomplete service or repair.
14. Legal **costs**, fines, compensation and penalties that **you** or the **named driver** are ordered to pay by a court or other authority.
15. Claims for the defence of motor prosecutions arising from or relating to:
 - a) prosecutions resulting from drink or drug (whether prescribed or otherwise) related offences;
 - b) parking or obstruction offences;
 - c) **you** driving a motor vehicle without valid motor insurance;
 - d) offences related to driving licences or vehicle documentation.

Section K – Legal assistance cover option

16. Claims for the defence of motor prosecutions where:

- a) **you** or the **named driver** are entitled to a grant of legal aid or where funding is available from another public body, a trade union, employer or any other insurance policy;
- b) **your** motor insurers have agreed to provide **your** or the **named driver's** legal defence.

17. Where an estimate of **costs** is greater than the amount in dispute.

Conditions Applying To This Section

How we settle claims

We or the **lawyer** will seek to settle the claim without going to court. However, at any time **we** can carry out the claim in **your** name or that of the **named driver**.

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

Your right to choose the lawyer

You have the right to choose the **lawyer** acting for **you** in the following circumstances:

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

If court proceedings are issued or a conflict of interest arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any fees or expenses in excess of those which **we** would have paid **our** nominated legal representative. The **lawyer** must represent **you** in accordance with **our** standard conditions of appointment which are available on request from Arc Legal Assistance Limited.

Proportionality

We will only provide cover where the **costs** of **your** claim or any appeal **you** are pursuing or defending are proportionate to the amount of damages that **you** are claiming in the legal action. Costs in excess of the amount **you** are able to claim from **your** opponent will not be covered.

Prospects of success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. The assessment of **your** claim and the prospects of its success will be carried out by an independent lawyer. If the lawyer determines that there is not a 51% or greater chance of success, then **we** may decline or discontinue support for **your** case.

Examples of positive outcomes are:

- a) For civil cases, obtain a success judgment and recover **your** losses or damages, or obtain any other legal remedy **we** agree to, including enforcement of a judgment or making a successful defence, appeal, or defence of an appeal;
- b) For criminal cases, successfully reducing **your** sentence or fine, or making a successful appeal or defence of an appeal.

Section K - Legal assistance cover option

You or the named driver must:

- tell **us** about the claim as soon as possible and within 180 days from **you** becoming aware of an insured event
- fully co-operate with the **lawyer** and **us**. **We** will only ask for information that is relevant to **your** claim, and **we** will pay any reasonable expenses **you** incur in providing **us** with this information as part of **your** claim
- not take any action relating to the claim which has not been agreed with the **lawyer** or **us**
- tell **us** about any developments affecting the claim
- tell **us** if anyone makes a payment into court or offers to settle the claim.

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

Arbitration

If there is a dispute between **you** or the **named driver** and **us** about the handling of any claim under this section, the matter may be referred to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person and will be chosen jointly between **you** or the **named driver** and **us**. If **we** cannot agree on a choice of arbitrator, they will be appointed by the president of the Law Society (or other similar organisation) for that part of the **United Kingdom** whose law governs this part of the **policy**. The appointment of the arbitrator and their subsequent decision will be final and the losing party will be responsible for paying the cost of referral. Using arbitration does not affect **your** legal right to use the Financial Ombudsman Service or to refer to a court of law.

How to Make a Claim

For Personal Injury and Uninsured Loss Recovery:

You should contact the claims line on 0330 024 1305. **Your** claim details will be sent to **our** nominated legal representative who will then contact **you** to discuss **your** claim.

For Motor Prosecution Defence:

You should contact the legal helpline on 0300 303 4771 or +44 (0) 300 303 4771 for claims outside the **UK** and quote "AXA Car Insurance - Legal Cover" to obtain advice and request a claim form. Alternatively, **you** can submit a claim form online by visiting <https://claims.arclegal.co.uk>. Upon return of a completed claim form **we** will assess **your** claim and if covered, send details to **our** nominated legal representative who will then contact **you** directly.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority.

Customer Service

We aim to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **us** receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **you** are not satisfied with the delay, **you** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** are not happy with **our** final response or before **we** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD

Tel 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel 08000 234 567

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

Section L – Breakdown option

This section of **your policy** is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the **UK** for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

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

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

Important information

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

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

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

Definitions

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

We, us, our

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

Your Car

The specific vehicle (or vehicles) shown on **your policy schedule**. This does not include any vehicles not shown on **your policy schedule** or any vehicles (including rental or borrowed vehicles) which may be temporarily covered under **your** main motor insurance **policy** schedule.

Your Home

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

Breakdown/Break down

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

- a mechanical breakdown;
- vandalism;

Section L – Breakdown option

- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery; or
- it having no fuel.

Territorial Limits

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

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

Journey

A trip between **your home** in the **UK** and a place abroad, within the **territorial limits**. The trip must not be longer than 90 days in a row or 90 days in any one **period of insurance**. **You** must have started out on **your journey** for cover to apply.

Luggage

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

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

How to claim

To get **UK** emergency help, phone: 0800 197 1121. If **you** need Breakdown Assistance in Europe, please call: 00 44 1737 815375.

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word “breakdown” to +44 (0) 7984 434960.

You should have the following information available:

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

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

Section L - Breakdown option

Safety

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

Help on motorways

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

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

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

Section L1 - AXA Roadside

What is covered

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

You must pay the cost of any repairs.

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

What is not covered

1. A **breakdown** at or within 1 mile from **your home**.
2. Travel outside the **UK**.
3. Car recovery greater than 15 miles from **your** location at the time of **breakdown**.
4. Anything mentioned in the general exclusions. (Please see section L5.)

Section L2 - AXA Rescue

The cover in this section applies in addition to the cover shown in Section L1.

What is covered

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

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

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

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

Emergency Driver:

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

What is not covered

1. A **breakdown** at or within 1 mile from **your home**.
2. Travel outside the **UK**.
3. Anything mentioned in the general exclusions. (Please see section L5.)

Section L3 - AXA Rescue and Homestart

The cover in this section applies in addition to the cover shown in Sections L1 and L2.

What is covered

1. If **your car** breaks down anywhere at or within 1 mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get **your car** working again.
2. If **your car** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for **your car**, the **driver** and up to six people to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs.

What is not covered

1. Travel outside the **UK**.
2. Anything mentioned in the general exclusions. (Please see section L5.)

The cover in this section applies in addition to the cover shown in Sections L1, L2 and L3. It will only apply if it is shown on **your** current **policy schedule** and if the premium has been paid.

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

General notes relating to Europe

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

If **you break down** in a European country during a public holiday, many services will be closed. In these circumstances **you** must allow **us** time to help **you** and repair **your car**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.

L4a – Before travel abroad starts

The benefits shown under section L4d below also apply in the **UK**, as long as **you break down** during **your** journey.

L4b – Help at the roadside and towing in Europe

What is covered

1. If **your car** breaks down, **we** will arrange and pay for a **breakdown** vehicle to come to where **your car** is (for up to one hour) to try to get **your car** working again.
2. If **your car** cannot be made safe to drive at the place **you** have **broken down**, **we** will arrange and pay for **your car**, the driver and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs by credit or debit card.
3. After the theft or attempted theft of **your car** or its contents, **we** will pay the costs of repairing the damage to **your car** or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your car** secure.

What is not covered

1. Any amounts for making **your car** secure once **you** have returned to the **UK**.
2. Sending **you home** if **your car** can be repaired but **you** do not have enough money to cover the repair.
3. Anything mentioned in the general exclusions. (Please see section L6.)

Before travelling, it is recommended that **you** consult the laws of the country **you** are planning to visit. Before **you** travel, **you** should make sure that **you** check the documents **you** need to carry by law.

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

- Photocard driving licence and supporting documents
- Insurance documents

- MOT certificate
- Logbook (V5 registration document).

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

L4c – Delivering replacement parts

What is covered

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

What is not covered

1. The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
2. Any amount for getting parts, if the replacement parts can be bought locally.
3. Anything mentioned in the general exclusions. (Please see section L5.)

L4d – Not being able to use your car

What is covered

If during **your journey your car** breaks down and it is not safe to drive, and it will take at least 24 hours to repair, or if it is stolen and not recovered within 24 hours, **we** will arrange and pay for the most appropriate solution from one of the following options:

1. To move **you**, **your** passengers and **luggage** to where **you** were originally travelling to, and then, once **your car** has been repaired, take **you** back to **your car** or bring **your car** to **you**; or
2. The cost of hiring another car while **your car** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire car company; or
3. **We** will pay for bed and breakfast costs of up to £60 for each person each day (£500 in total for everyone in **your** group) while **your car** is being repaired, as long as **you** have already paid for **your** original accommodation and **you** can't get **your** money back.

What is not covered

1. The cost of fuel or lubricants **you** use in the hire car.
2. Replacement parts.
3. Any insurance **you** have to pay to the hire car company.
4. Anything mentioned in the general exclusions. (Please see section L5.)

L4e – If you become ill or injured and can't drive

What is covered

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

What is not covered

Anything mentioned in the general exclusions. (Please see section L5.)

L4f – If you can't use your own car to get home

What is covered

If after a **breakdown your car** is still not repaired or safe to drive when it is time for **you** to go **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your luggage** to **your home**, and up to £150 towards other travel costs in the **UK** while **you** wait for **your car**. **We** will also pay storage charges (up to £100) while **your car** is waiting to be repaired, collected or taken to the **UK**.

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

1. take **your car** to **your home** or **your** chosen repairer in the **UK** or
2. pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your car** once it has been repaired.

What is not covered

1. Any costs **you** would have paid anyway for travelling **home**.
2. The costs of returning **your** car to the **UK** if **we** believe that the cost of doing so would be greater than the **market value** of **your car** in the **UK**, after the **breakdown**.
3. The costs of returning **your car** to the **UK** if repairs can be done locally and **you** are not willing to allow this to happen.
4. Anything mentioned in the general exclusions. (Please see section L5.)

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance **policy** or where **you** would like **us** to assist additional passengers who exceed the maximum of 6 stated in this **policy**. All costs (including an administration fee) must be paid for immediately by credit or debit card. If **you** wish to use this service, please call 0330 123 4051 and request the "Pay on Use" service.

Section L5 – General exclusions that apply to all sections of Breakdown cover

1. Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under section L1, which are available immediately.
2. The cost of fuel or any spare parts needed to get **your car** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
3. The cost of paintwork and other cosmetic items.
4. Labour costs for more than one hour of roadside help.
5. The cost and guaranteeing the quality of repairs when **your car** is repaired in any garage it is taken to.
6. Any costs if **your car** has not been maintained and used in line with the manufacturer's recommendations.
7. Any call-out or recovery costs in the **UK** after a **breakdown** where the police or other emergency services insist on **your car** being picked up immediately by another organisation. **You** will have to pay any fees to store or release **your car**.
8. Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle outside the **UK**.
9. Help or recovery if **your car** is partly or completely buried in snow, mud, sand or water.
10. Damage or costs that arise from **us** trying to get into **your car** after **you** have asked for help.
11. Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
12. Loss or damage to personal possessions **you** leave in **your car**.
13. Moving animals. **We** will decide whether or not to move any animal from **your car**, and if **we** agree to do this it will be completely at **your** own risk and cost.
14. Any costs if **your car** had already broken down or was not safe to drive when cover was taken out.
15. The costs of getting a spare wheel or tyre for a roadside repair if **your car** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to provide a key to do this. This does not apply if **your car** is not designed to carry a spare wheel.
16. Any costs if **your car** has been altered for, or is taking part in, racing, trials or rallying.
17. Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.
18. The recovery of **your car** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place, **we** will only recover to one address in respect of any one **breakdown**.
19. Recovering **your car** when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in **your car** than it was designed to carry or **you** are driving on unsuitable ground.
20. Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.

Section L5 – General exclusions that apply to all sections of Breakdown cover

21. Recovery or help if **your car** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 2.44 metres or wider than 2.1 metres.
22. Recovery or help if **you** are hiring **your car** out to carry people in return for money, unless **we** have agreed this with **you**.
23. Any faults with the electric windows, sunroofs, wipers, heaters, de-misters or locks of **your car**, unless the fault happens during the course of a **journey** and this affects **your** safety.
24. Recovery or help if **your car** is being used to carry commercial goods.
25. Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
26. Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside **our** reasonable control, such as severe weather conditions.
27. Mobile phone, phone call and postage costs are not covered under **your policy** in any circumstances.
28. Any costs relating to the caravan or **trailer** if the caravan or **trailer** is not attached to **your car** at the time of the **breakdown**.
29. Any costs for **cars** that have broken down or were not safe to drive when cover was taken out.

Section L6 – General conditions that apply to all sections of Breakdown cover

1. **Your car** must be permanently registered in the **UK** and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. **Your car** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.
2. **We** can ask for proof of outbound and inbound travel dates.
3. If **we** arrange for temporary roadside repairs to be carried out after damage to **your car**, or **we** take **your car** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
4. **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
5. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
6. **You** are responsible for keeping **your car** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with **your car** at the time **we** say **we** expect to be there.
7. **You** must quote **your policy** number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
8. **You** will have to pay the cost of moving **your car** or a repair vehicle coming out to **you** if, after asking for help which **you** are entitled to, **your car** is moved or repaired in any other way.

Section L6 - General conditions that apply to all sections of Breakdown cover

9. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
10. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
11. **Your car** must carry a serviceable spare tyre and wheel for **your car** and any caravan or **trailer** attached to **your car**. This condition does not apply if **your car** is not designed to carry a spare wheel.
12. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
13. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to **your car** **you** incur if **you** continue to drive **your car** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise **your car** so it may be driven to a suitable facility to enable a permanent repair to be carried out.
14. If **your car** needs to be taken to a garage after a **breakdown**, **your car** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
15. **You** will have to pay for any parts or other products used to repair **your car**.
16. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move **your car**.
17. During any 12-month period, **we** will not be responsible for more than two claims which arise from a common fault on the same car. **We** will not be responsible for more than seven claims in total. If **you** need **our** help more than the number of claims allowed on **your policy** in a 12-month **period of insurance** or more than twice for the same fault on the same car, **you** will have to pay for the services **we** provide. **We** will ask for a credit-card number or debit-card number before **we** help **you**.
18. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
19. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your car**.
20. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **car** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other **accessories** included. **You** must meet the conditions of a hire car company to hire a vehicle.
21. This insurance contract is between **you** and **us**. Any person or company who is not party to this **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this **policy**. This does not affect any other rights another organisation has apart from under that Act.

Section L6 - General conditions that apply to all sections of Breakdown cover

22. If **you**:

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

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

Please see General conditions 12 and 13.

Section L - Breakdown Data Protection

Data Protection

Details of **you**, **your** insurance cover under this **policy** and claims will be held by **us** (acting as data controllers) for underwriting, for providing breakdown assistance, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy policy (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a) use of sensitive information about the health or vulnerability of **you** or others involved in **your breakdown** assistance claim, in order to provide the services described in this **policy**;
- b) disclosure of information about **you** and **your** insurance cover to companies within the **AXA** group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with **breakdown** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate photographic evidence of the condition of **your car** which is the subject of the claim, for the purpose of providing services under this **policy** and validating **your** claim; and
- e) sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing).

Section L – Breakdown Data Protection

Marketing activities may include matching **your** data with information from public source in order to send **you** relevant communications.

You may withdraw **your** consent to marketing at any time, or opt out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the **UK** and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy policy (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy policy – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle 106-118 Station Road
Redhill
RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy policy is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

General exclusions which apply to all sections of this policy

We will not pay:

1. for any liability, loss, damage, cost or expenses which takes place while any car insured under this **policy** is:
 - a) being used for a purpose other than that permitted in the limitations as to use in Section 6 of **your certificate of motor insurance** or;
 - b) driven by someone who:
 - i) does not have a valid driving licence; or
 - ii) is breaking the conditions of their driving licence; or
 - iii) is not specifically named in Section 5 of **your certificate of motor insurance** as being entitled to drive **your car**.

However, this exception does not apply if **your car** is:

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

General exclusions which apply to all sections of this policy

8. any liability, loss, damage, cost or expense while any car is being used on any part of an airport;
 - a) to which aircraft have access, including areas used for take-off, landing, moving or parking of aircraft.
 - b) used for ground equipment parking areas and service roads.
 - c) used for customs examination.
9. more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **your car** at the time of the accident:
 - is found to be over the permitted limit for alcohol;
 - is unfit to drive through drink or drugs, whether prescribed or otherwise; or
 - fails to provide a swab sample or sample of breath, blood or urine when required to do so, without lawful reason.

Where **we** are required to make a payment in such circumstances, **we** reserve the right to recover any such amounts from **you** or the driver of **your car**.

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

You must:

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

1. Your policy information

You must have answered accurately and truthfully all questions relating to **your** details; those of **your car** and of all **named drivers** on **your policy**. **You** must also have truthfully agreed to all statements that **we** listed in the terms and conditions relating to **your policy**. **We** may audit **your policy** details throughout **your** term of cover in order to validate the details **you** have provided. Part of this audit may require **you** to provide **us** with documents which **we** deem appropriate to validate details in relation to **your policy**. Examples of such documents include **your car's** log book (V5C), a utility bill or driving licence details. If **you** fail to provide **us** with accurate information or do not comply with **our** requests **we** may:

- a) declare **your policy** void from inception (which means treating it as invalid) and **we** may not make any return of premium.
- b) cancel **your policy** by giving **you** a minimum of 7 days' notice in writing to either the email or the postal address last known to **us** and return any premium less **our** cancellation charge of £52.50 or recover any unpaid premium.
- c) remove one or more **named drivers** from **your policy** and adjust **your** premium accordingly.
- d) recover any shortfall in premium.
- e) not pay any claim that has been or will be made under **your policy**.
- f) be entitled to recover from **you** the total amount of any claim already paid under **your policy** or any claim **we** have to pay under any relevant road traffic legislation, plus any recovery costs.

If **we** suspect fraudulent activity has taken place on **your policy** either by **you** or someone on **your** behalf, **we** may cancel or void **your policy** (treat **your policy** as if it never existed) by giving **you** 7 days' notice in writing to either the email or the last postal address known to **us**. This includes if **your policy** has been set up by an unauthorised or unregulated intermediary.

2. Changes to your policy

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

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

- k) If **you** or any **named driver** is banned from driving.
- l) If **you** or any **named driver** changes licence entitlement.

Please tell **us** before the subsequent renewal of **your policy**:

- m) If **you** or any **named driver**:
 - i) receive a motoring conviction, fixed penalty notice or licence endorsement
 - ii) have been involved in any claims or accidents.

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

Any changes to the drivers or the vehicles insured under this **policy**, whether permanent or temporary, will be treated as a variation of this **policy**.

When **you** tell **us** about a change, **we** will assess how it affects **your policy** and **you** may need to pay an additional premium. In some cases **we** may not be able to continue with **your policy**. Where this happens, **you** will be advised and **you** will be given a minimum of 7 days' notice to arrange cover with an alternative insurer.

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

3. Protecting your car

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

4. Maintaining your car

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

5. Claims

If **you** or **your car** are involved in any type of incident, accident, claim or loss regardless of fault **you** must:

- a) tell **us** as soon as possible. If **your car** has been stolen, **you** must advise the police and co-operate fully with their investigations;
- b) give **us** full control of the claim including the uplift storage and repair of **your car**. **We** may take over, defend or settle the claim, or take up any claim in **your** name; **you** must not negotiate regarding any claim, settle any claim without **our** written permission or admit liability for any claim, unless **we** ask **you** to do so;
- c) co-operate with **us** fully, including:
 - i) giving **us** consent to proceed with the repair to **your car** as soon as possible after **we** have obtained an estimate from **our** approved repairer;
 - ii) providing **us** with any formal documentation, including the V5 registration certificate for **your car**, personal identity requests or driving licence for any **named driver** of **your car**;
 - iii) upon **our** request, send to **us**, unanswered, as soon as possible any documents **you** receive such as notice of prosecution, coroner's inquest, fatal accident inquiry, court summons, claim or letter. If the accident has been recorded by **your** dashboard camera, **you** should let **us** have copies of the accident recording as soon as possible.
- d) if the damaged car is provided by **us** under Section A – (Damage to your car), Section B – (Fire and theft) or J – (Courtesy car upgrade), the car will be referred to **our** approved repairers.

6. Other policies

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

7. Fraudulent claims

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

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

then

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

8. Car sharing

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

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

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

9. Proof of NCD

You may be required to provide proof of **your** no claims discount (NCD).

Proof of NCD must:

- a) show **your** name as the policyholder;
- b) show the number of years No Claims Discount **you** are entitled to;
- c) show the expiry date of **your** previous policy which must not be more than 24 months before the start date of this **policy**;
- d) be issued by **your** previous insurer in the **United Kingdom**;
- e) be earned on a private car or single commercial vehicle policy;
- f) be earned in the **United Kingdom**;
- g) be earned on a **UK** or EU licence; and
- h) not be currently used to insure another vehicle Commercial car, classic car, motor home or motor trade proof of No claims discount or bonus is not acceptable.

If **you** do not provide proof of NCD when requested, **we** will reassess **your policy** and may charge an additional premium or, if **we** are unable to continue cover, **we** will cancel this **policy** by giving **you** a minimum of 7 days' notice in writing to either the email or the postal address last known to **us**.

10. Compulsory motor legislation

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

11. Payment of premium

You must pay the premium on demand. **You** can choose to pay annually, or monthly for **your policy**.

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

If **you** have chosen to pay for **your policy** by instalments, then the overall cost **you** pay will be more, due to the cost of credit. Before the **policy** starts, **we** may also carry out an affordability assessment before **we** decide whether to offer **you** this option.

We may carry out this assessment again before making any change or alteration to **your policy**, and before each renewal date, to decide whether **we** can continue to offer **you** this option.

You will be provided with a Credit Agreement in accordance with the Consumer Credit Act 1974.

Your deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days.

Should **you** make any change to **your policy** that affects **your** premium, **you** will receive an amended Credit Agreement and any related administration fees that may arise from these changes will be debited from **your** payment card immediately and will show on **your** statement within 3 working days. If **you** have opted to renew **your policy** automatically, **we** will renew it using the information and payment details **you** have given **us**.

It is important that **your** payments are up to date, or **you** can fall into arrears. This means that **your** payments would become overdue and **your policy** would start to accumulate debt.

You may change **your** payment method from instalment to lump sum at any point during the **period of insurance**. **You** can also change **your** preferred payment details, or any permissions **you** have given **us** previously.

Should **you** fail to make **your** payment(s) in full and by the due date, **we** will contact **you**. For the first 3 defaults within any **period of insurance**, if payment has not been received within 7 days of **us** contacting **you**, **we** will send **you** a reminder via text and email. If payment remains outstanding after 3 working days of this reminder, **we** will contact **you** again to provide a final date for payment. If **we** are still unable to collect payment from **you**, **we** will seek to recover **your** payment(s) and may:

- a) cancel **your policy** 14 days after **our** initial contact with **you**, if **we** have been unable to collect payment during this time. **We** will notify **you** in writing to either the email address or postal address last known to **us**.
- b) charge **you** an administration fee of £15 if a payment is unsuccessful due to a cancelled instruction or insufficient funds.
- c) terminate **your** Consumer Credit Agreement.
- d) in the event of a claim, refuse to pay any claims pending on **your policy** or take any unpaid premiums from any claim payment **we** make to **you** or recover any unpaid premium directly from **you**.
- e) refer details of **your policy** to **our** debt collection agencies that will seek to recover **your** payment(s) on **our** behalf and may record the outstanding debt. Should this action be taken, **we** reserve the right to add an administration fee of £25 to the value of **your** debt to cover costs incurred.

If there is a fourth default within any **period of insurance**, decide not to make any further attempts to collect the outstanding premium and may cancel the **policy** immediately.

We may additionally follow steps b to e above.

12. Cancelling your policy

Statutory cancellation rights

You can cancel this **policy** in the first 14 days of receipt of the **policy** documents or the start date, whichever is later. As long as **you** have not received payment for or are not in the process of making a claim or have not had an accident which may lead to a claim during the **period of insurance**, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

Cancellation in other circumstances

You can cancel at any other time. As long as **you** have not received payment for or are not in the process of making a claim or have not had an accident which may lead to a claim during the **period of insurance**, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you** and **we** will also charge a £52.50 administration fee.

If **you** are paying by instalments, **your** instalments will end, but if **you** have received payment for or are in the process of making a claim, **you** will either have to continue with the instalments until the **policy** renewal date or **we** may, at **our** discretion, take the outstanding instalments **you** still owe from any claim payment **we** make.

If **you** pay annually and **you** have received payment for or are in the process of making a claim or have had an accident which may lead to a claim, **you** will not receive any refund of premium.

Please remember that **you** are required by law to have continuous insurance on **your car**.

Cancellation of temporary covers

You can choose to cancel **your** temporary cover before its start date and **you** will receive a full refund of premiums paid. If **you** cancel **your** temporary cover after the start date, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**. There is no administration fee if **you** cancel **your** temporary cover. If there is a claim on the **policy**, **you** will need to pay the full premium.

How to cancel

To cancel **your policy**, please call **us** on 0330 024 1158

or write to **us** at:

Customer services

AXA Insurance

PO Box 2796

BOLTON

BL6 9LZ

We can only deal with **you** in respect of cancellation – **we** are unable to cancel the **policy** on the authority of anyone else, even if **you** have given authority for them to act for **you**.

If **you** have not paid **us** sufficient money for **us** to retain premium, or if **you** have not paid the full annual premium but have had an accident or claim or committed fraud or made a false declaration, then **we** reserve the right to recover the money that **you** owe and apply **our** £52.50 cancellation fee.

We may cancel **your policy** by giving **you** a minimum of 7 days' notice:

- a) in the event of deliberate or reckless misrepresentation (see General condition 1).
- b) if **we** are unable to continue cover due to changes to **your policy** (see General condition 2).
- c) in the event of fraudulent claims (see General condition 7).

- d) if **you** are unable to provide the appropriate proof of NCD (see General condition 9).
- e) if **you** do not pay **your** premium (see General condition 11).
- f) if **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

Cancelling **your policy** means **you** will not be covered from the date and time of cancellation.

13. Cancelling optional covers (Sections I, J, K or L)

You can cancel optional Sections I, J, K or L of **your policy**. If **you** cancel any optional section of **your policy** in the first 14 days of receipt of the **policy** documents or the start date, whichever is later, **we** will return the premium paid, provided that no claims or accidents have occurred.

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

14. Automatic renewals

We offer to renew **your** motor insurance automatically to give **you** the peace of mind that **your car** will always be protected.

With automatic renewal **you** will be giving **us** consent to renew **your policy** under the same terms every year. This means, that as long as **we** can still insure **you**, **we** will cover **you** for everything **you** have selected or added during **your policy** term. **We** will take payment on the agreed future date with the details **you** provided, so as long as all of **your** information and payment details are correct and up to date, **your car** will continue to be covered.

We will still send **you your** renewal invite 21 days before **your policy** renews. **You** must make sure that all **your** details are correct and if anything has changed **you** can update this in **your AXA account** or by emailing help@axainsurance.com or by calling **us** on 0330 024 1158.

You can also change **your** renewal preference at any time in **your AXA account** or by emailing **your** name, **policy** number and request to **us** at help@axainsurance.com or by calling **us** on 0330 024 1158.

Please note, if **you** do opt out of automatic renewal and **your** motor insurance runs out, or is cancelled, **your car** will not be insured unless **you** accept a renewal invite from **us**, or **you** have obtained cover elsewhere.

Please note that if a motor insurance **policy** expires, full and comparable cover may not be available from the insurers in future.

If **you** change **your** mind and no longer want to be insured by AXA, **you** can cancel **your policy** at any time in **your AXA account** or by emailing **your** name, **policy** number and request to help@axa-insurance.com. **You** can also call **us** on 03300 241235.

If **your policy** expires or is cancelled it will also be removed from the Motor Insurance database used by the police to enforce insurance law. If **you** use **your car** without valid insurance **you** will be committing an offence.

15. Fees

We are an online company and all **your** documentation will be available via **My AXA Account**. **We** reserve the right to charge an administration fee of £10 for any change or correction to **your policy** that **we** make on **your** behalf.

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

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

16. Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any **AXA** group member company, to any trade or economic sanctions, or violate any laws or regulations of the **United Kingdom**, the European Union, the United States of America or any other territory.

Making a complaint

You have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expected or **you** are concerned with the service provided, **we** would like the opportunity to put things right. If **you** feel **we** have fallen short of **our** standards, please contact:

Claim complaint

Telephone: 01473 267645

Lines open Monday to Friday 9am to 5pm.

Closed Bank Holidays, Saturdays and Sundays.

Email: complaints.resolution@axaclaims.com

Complaints Resolution

Civic Drive

Ipswich

IP1 2AN

Policy complaint

Telephone: 0800 015 0980

Lines open Monday to Friday 8am to 8pm, Saturday 9am to 5pm, Sunday and Bank Holidays 10am to 4pm

Email: complaints@axainsurance.com

Complaint Resolution

AXA Insurance

PO Box 2796

BOLTON

BL6 9LZ

Legal assistance complaint

Telephone: 01206 615000

Lines open Monday to Friday 9am to 5:30pm.

Closed on Bank Holidays, Saturdays and Sundays.

Email: customerservice@arclegal.co.uk

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Breakdown Complaint

Telephone: 01737 815 023

Lines open Monday to Friday 9am to 5pm.

Closed Bank Holidays, Saturdays and Sundays

Email: quality.assurance@axa-assistance.co.uk

AXA Assistance UK Ltd

The Quadrangle

106-118 Station Road

Redhill

Surrey

RH1 1PR

When you contact us please include:

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

- **Your** name, address and postcode, telephone number and email address (if **you** have one)
- **Your policy** and/or claim number
- The reason for **your** complaint
- Copies of any supporting material
- Write COMPLAINT in the subject line of **your** letter or email.

What to do if you are still not satisfied

If **you** are still not satisfied then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within six months of **our** final response to **your** complaint. **We** will remind you of the time limits in the final response.

Contact details for the Financial Ombudsman Service:

The Financial Ombudsman Service

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

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

Web: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However, the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.

Data protection notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at www.axa.co.uk/privacy-policy.

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

You can contact **us** by email or phone

AXA Help Team (for help with your insurance)

Monday to Friday 8am – 8pm, Saturday 9am – 5pm, Sunday 9am – 3pm;
(Bank Holiday opening times may vary)

Phone 0330 024 1158

Email help@axainsurance.com

AXA Claims Team

For emergency support or to report a new claim, service is available 24 hours a day every day.

Phone 0330 024 1305 (whilst in the **UK**)

+44 (0) 1217 520 685 (claims outside the **UK**)

Our claims team is available Monday to Friday 8am – 8pm and Saturdays 8.30am to 5pm
Closed Sundays; (Bank Holiday opening times may vary)

Email axacarclaims@axa-insurance.co.uk (enquiries about existing claims only)

AXA Glass Team

24 hours, 7 days a week

Phone 0330 024 1306

AXA Breakdown Team

24 hours, 7 days a week

Phone 0800 197 1121

+44 (0) 1737 815 375 (whilst in Europe)

AXA Legal Help Team

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

Phone 0300 303 4771

AXA insurance policies are underwritten by AXA Insurance UK plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with registered number 202312. Registered address is 20 Gracechurch Street, London EC3V 0BG. Registered in England and Wales number 078950. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation are available from us on request. Inter Partner Assistance SA firm register number is 202664. Details can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register.

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