

# To report a claim, call:

**ADRIAN FLUX**

**0344 381 4420**

**FLUXDIRECT** 

**0344 381 4461**

 **sterling**

**0344 381 9350**



**Chartwell Insurance**

**0344 381 4463**



**0344 381 4462**

**Lines are open 24 hours a day, 7 days a week, all year round**

UK call centre

## **Important**

You must report all claims, whether or not they are your fault and whether you plan to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

## **Legal cover**

Your policy includes free legal cover up to £100,000 and access to a legal advice helpline.

If you've had an accident that was not your fault, your legal cover could help you with;

- repairs for your vehicle
- arranging a hire car
- compensation for injury  
and
- recovery of other losses, such as loss of earnings

Our claims handlers will discuss your legal cover with you. You can also find more information in the legal cover policy booklet, which is available on our website or through the link provided in your insurance documents.

**AXA Car Insurance** /



**Your policy booklet**  
July 2019 edition





# Contents

- Choice of cover 4
- Making a claim 5
- Your policy 6
- Meaning of defined terms 7
- General conditions applicable to all parts of the policy 8
- Claims conditions 11
- General exclusions applicable to all parts of the policy 13
- Part A – Loss and damage 14
- Part B – Liability to others 19
- Part C – Territorial limits and foreign use 21
- Part D – Injury benefits 22
- Part E – Personal belongings 23
- Part F – Additional covers and benefits 24
- Endorsements 26
- How we use your data 28
- Important notes 29
- Making a complaint 30

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

# Choice of cover

## Comprehensive

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

## Third Party Fire and Theft

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

## Third Party only

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

Your policy schedule will show what sections are in force.

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

### ✓ What is covered

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

### ✗ What is not covered

This tells you what is not included in your policy.

## To help you further...

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

# Making a claim

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

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

\*Telephone calls may be monitored and recorded.

# Your policy

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

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

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

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

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

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

## Important

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

## The law which applies to your policy

**You** and **we** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this policy.

## Changes to your circumstances

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

# Meaning of defined terms

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

## Certificate of insurance

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

## Excess/excesses

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

## Market value

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

## Misfuelling

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

## Period of cover

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

## Personal belongings

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

## Recommended repairer

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

## Schedule

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

## Spouse

**Your** husband, wife or civil partner.

## UK

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

## We/us/our

AXA Insurance UK plc.

## You/your

The policyholder named in the **schedule**.

## Your car

Any private motor car insured under this policy and/or any other car which is added by **you** during the **period of cover** each as identified by its registration mark in **your** current **certificate of insurance** or temporary cover note.

# General conditions applicable to all parts of this policy

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

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

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

## Cancellation

### Statutory cancellation rights

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

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

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

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

### Cancellation outside the statutory period

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

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

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

### Cancellation by us

**We** may cancel **your** policy:

- If **you** or anyone else covered by this policy breaks any of the General conditions applicable to all parts of this policy section of **your** cover set out in pages 8-10.
- If **you** or anyone else covered by this policy ignore or fail to comply with the General Exclusions. Please see “General exclusions applicable to all parts of this policy” section set out on page 13.
- If **you** provide any inaccurate or incomplete information. Please see “Providing accurate and complete information” section on page 9.
- If **you** act in a fraudulent manner when incepting, making an amendment or renewing this policy.

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

- If **you** act in a fraudulent manner when making a claim. Please see “Claims condition applicable to all parts of this policy” section set out on pages 11-12.
- If **we** are unable to continue cover due to changes in **your** circumstance or to **your** policy information. Please see “General conditions applicable to all parts of this policy” section set out on pages 8-10.
- If **you** fail to respond to a written request for further information or documentation.
- If **we** believe **you** or anyone else covered by the policy seek to use the benefits of the policy for any use in which the policy is not intended for, including any commercial use.
- If **you** do not pay **your** premium, please see “Non payment of premiums” section on page 9.

If **we** cancel **your** policy **we** shall provide **you** with 7 days’ prior written notice to **your** last known address. Within this notice **we** will advise **you** of **our** reason for cancelling **your** policy.

Any premium refund will be calculated in accordance with the above.

### Non payment of premiums

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

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

## Providing accurate and complete information

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

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

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

## Changes to your circumstances

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

Examples of the changes **we** must be made aware of are:

- A change to the people who need to be insured under this policy.
- If any person insured under this policy receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions.
- If any person insured under this policy receives a criminal conviction.

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

- If **you** change **your car**.
- If the owner of **your car** changes.
- If the main driver of **your car** changes.
- If **you** change the way in which **your car** is used. For example, **you** begin to use **your car** for business purposes.
- If **your car** is modified in any way including, but not limited to:
  - changes to the bodywork such as spoilers or body kits
  - changes to the suspension or brakes
  - cosmetic changes such as alloy wheels
  - changes affecting performance such as changes to the engine management system or exhaust system
  - changes to the audio/entertainment system.
- If **you** change **your** address or the address where **your car** is kept overnight.

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

Any changes to **your** circumstances including changes to the people who need to be insured under this policy, or a change to **your car** or main driver of **your car**, whether a permanent or temporary change, shall be a variation of this contract which means it will continue with the relevant changes made.

## Taking care of your car

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

**You** must:

- ensure the **car** is locked, windows, including sunroofs are closed, and any required security devices are activated and all keys and keyless entry system devices are removed when the **car** is left unattended
- when leaving **your car** take **personal belongings** with **you**, lock them in **your** boot or glove compartment. Do not leave them in open view in **your car**
- when leaving **your car** unattended remove if physically possible **your** radio and other audio equipment or activate any security features they may have
- maintain **your car** in roadworthy condition and ensure **you** have a valid MOT certificate where appropriate
- always keep the tyres within the legal requirements at all times.

## Access to your car

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

## Keeping to the terms and conditions

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

# Claims conditions

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

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

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

## What you must do in making a claim

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

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

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

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

## What you must not do

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

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

## What we will do

**We** will:

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

## If your car is a Total loss

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

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

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

## Fraud

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

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

Then

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

# General exclusions applicable to all parts of this policy

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

# Part A: Loss and damage

## ✓ What is covered

### 1 Loss of or damage to your car or spare parts

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

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

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

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

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

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

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

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

### New car replacement

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

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

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

Provided that:

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

If **your car** is recovered before a new replacement is ordered and the cost of repairs are less than 60% of the manufacturers list price, **we** will do one of the following:

- repair the damage
- replace what is lost or damaged beyond economical repair or
- pay **you** cash for the amount of the loss or damage.

### Courtesy car

Following a claim under Part A – Loss and damage, **you** will be provided with the use of a courtesy car whilst **your car** is

## Part A: Loss and damage *continued*

undergoing repair, subject to the repairer's terms and conditions. A courtesy car is not available in respect of:

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

### 2 Glass damage

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

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

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

If **you** choose not to use one of **our approved repairers we** will limit the amount **we** pay under this section to £175.

### 3 Audio – visual equipment and in-car entertainment systems

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

- If the equipment was fitted by the manufacturer of **your car** and was part of the standard specification of **your**

**car** when it was first registered then **we** will provide unlimited cover for the loss or damage of the equipment.

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

### 4 Replacement locks

If the keys, lock transmitter or entry card for the keyless entry system of **your car** are lost or stolen, **we** will pay up to £1,000 towards the cost of replacing:

- The door and boot locks
- The ignition and steering locks
- The lock transmitter; and
- The entry card
- Any other device designed and made by the manufacturer to access and start **your car**

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

### 5 Medical expenses

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

### 6 Hotel expenses and alternative transport

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

## Part A: Loss and damage *continued*

that **you** can not complete **your** planned journey to cover:

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

### 7 Child car seats

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

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

### 8 Misfuelling

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

- Drainage and flushing of the fuel tank on site using a specialist roadside vehicle. Or

- Recovery of **your car**, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Damage to **your car** engine caused solely and directly by **misfuelling**.

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

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

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

### Driver excesses

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

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

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

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

## Part A: Loss and damage *continued*

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

### X What is not covered

#### Loss of or damage to your car or spare parts exclusion

**You** are not covered for the following:

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

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

#### Glass damage exclusion

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

#### Audio – visual equipment and in-car entertainment systems exclusion

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

## Part A: Loss and damage *continued*

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

### Replacement locks exclusion

- the theft **excess** shown in **your schedule**
- any amount in excess of £1,000.

### Misfuelling exclusion

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

### Useful information:

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

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

*\*\* Excesses*

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

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

# Part B: Liability to others

## ✓ What is covered

### 1 Cover provided for you

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

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

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

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

### 2 Cover provided for other people

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

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

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

### 3 Your legally-appointed representatives

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

### 4 Legal fees and expenses

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

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

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

### 5 Proceedings for manslaughter or causing death by dangerous driving

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

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

### 6 Emergency medical treatment

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

## **X What is not covered**

**You** are not covered for the following:

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

For the purposes of this exclusion terrorism means any act or acts that the government of the United Kingdom considers to be an act of terrorism or any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism. This involves but is not limited to the use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government. This could be for political, religious, ideological or similar reasons. This includes trying to influence any government or intimidate the public.

### **Useful information:**

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

# Part C: Territorial limits and foreign use

## ✓ What is covered

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

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

- 1** any country which is a member of the European Community; or
- 2** any other country which has agreed to follow Article 8 of the EU Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles and is approved by the commission of the European Communities. **We** will also provide this cover while **your car** is being transported between any of those countries and the **UK**.

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

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

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

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

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

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

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

## ✗ What is not covered

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

# Part D: Injury benefits

## ✓ What is covered

If:

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

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

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

## ✗ What is not covered

**You** are not covered for the following:

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

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

# Part E: Personal belongings

## ✓ What is covered

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

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

## X What is not covered

**You** are not covered for the following:

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

# Part F: Additional covers and benefits

## 1 No claims discount

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

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

The table below shows what would happen to **your** NCD if **you** were to make one or more claims.

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

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

## 2 Protected no claims discount

Once **you** have five years no claims discount and a claim has not been made on **your** policy for at least three years, if **you** are aged at least 25 years and all drivers are aged at least 21 years, then **you** can protect the discount if **you** pay an extra premium at each renewal.

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

No claims bonus protection allows **you** to make one or more claims before **your** number of no claims bonus years falls.

### 3 Uninsured driver promise

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

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

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

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

### 4 Car sharing

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

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

### 5 Car service cover

#### Car servicing and car parking

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

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

### 6 Driving other cars extension

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

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

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

# Endorsements

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

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

## Endorsement 9 – Exclusion of personal belongings

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

## Endorsement 11 – Exclusion of injury benefits

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

## Endorsement 12 – Own loss or damage (voluntary)

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

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

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

## Endorsement 13 – Own loss or damage (compulsory)

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

This endorsement will not apply if damage to the car:

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

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

## Endorsement 15 – Company deletions

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

## Endorsement 16 – Fire and theft excess (compulsory)

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

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

## Endorsement 29 – Windscreen breakage

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

## Endorsement 30 – Protected no claim discount

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

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

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

## Endorsement 39 – Car security

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

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

# How we use your data

## 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](http://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.

## Motor Insurance Database

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

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

# Important notes

## Motor Insurance law

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

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

- a fixed penalty fine of £100
- their vehicle being clamped, seized and disposed of, and
- a court prosecution with a maximum fine of £1,000.

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

If you want to check your vehicle is recorded as 'insured' on the MID record, visit the free service at [www.askMID.com](http://www.askMID.com)

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

## What this means for you

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

For more information and to get a V14 form, visit [www.direct.gov.uk/stayinsured](http://www.direct.gov.uk/stayinsured)

# Making a complaint

AXA Insurance UK plc aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. The following will help **us** understand **your** concerns and give **you** a fair response.

## Making your complaint

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

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

## Contact details

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

Tel: 01473 205926

Fax: 01473 205101

Email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

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

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.

- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

## Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

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

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

Tel: 0300 123 9123

Fax: 020 7964 1001

E mail:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

### Our promise to you

**We** will

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

**We** may record or monitor telephone calls.

### Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS.

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

**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact your insurance adviser.

**[www.axa.co.uk](http://www.axa.co.uk)**

**AXA Insurance UK plc** Registered in England and Wales No 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD.

A member of the AXA Group of Companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

