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**
The private motor car insured under this policy 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 reserve the right to cancel your policy when there is a valid reason to do so. Valid reasons include, but are not limited to:

- You provide us with inaccurate or incomplete information. Please see the ‘General conditions applicable to all parts of this policy’ section set out on pages 8-10 for further information.

- You make a change to your information which renders the risk no longer acceptable for us to insure. Please see the ‘General conditions applicable to all parts of this policy’ section set out on pages 8-10 for further information.
You act in a fraudulent manner. Please see the ‘Claims conditions applicable to all parts of this policy’ section set out on pages 11-12 for further information.

You fail to supply requested validation documents (proof of no claims discount (NCD), driving licences, vehicle registration documents etc).

If we cancel your policy we shall provide you with 7 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your policy and 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.
- 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.
General conditions applicable to all parts of this policy continued

- 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.

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.
Claims conditions continued

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.
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.

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 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.
Part A: Loss and damage continued

2 Windscreen damage

We will pay for the repair or replacement of glass in windows or windscreen (including panoramic windscreen) 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.

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 £1000 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

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 roadworthy 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 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.

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.

<table>
<thead>
<tr>
<th>Age of driver</th>
<th>Level of experience</th>
<th>Excess</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 years and over</td>
<td>Inexperienced</td>
<td>£100</td>
</tr>
<tr>
<td>21 years to 24 years inclusive</td>
<td>Experienced</td>
<td>£150</td>
</tr>
<tr>
<td>21 years to 24 years inclusive</td>
<td>Inexperienced</td>
<td>£200</td>
</tr>
<tr>
<td>17 years to 20 years inclusive</td>
<td>All drivers</td>
<td>£500</td>
</tr>
</tbody>
</table>
Part A: Loss and damage continued

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.**

Windscreen 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 £1000.

**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.
Part B: Liability to others

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 an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political, religious or similar purposes.

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 the European Community Directive on Insurance Civil liberties (Article 7(2) of EC Directive 72/166/EEC) 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, your spouse or your civil partner 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.

<table>
<thead>
<tr>
<th></th>
<th>You and members of your household normally living with you</th>
<th>Other passengers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death</td>
<td>£15,000</td>
<td>£15,000</td>
</tr>
<tr>
<td>Total and irrecoverable loss of sight in one or both eye</td>
<td>£10,000</td>
<td>Nil</td>
</tr>
<tr>
<td>Total and irrecoverable loss of one or more limbs</td>
<td>£10,000</td>
<td>Nil</td>
</tr>
</tbody>
</table>

✗ 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.
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.

✗ 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.

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. Please see the step-back procedures for details.

The table below shows what would happen to your NCD years if you were to make one or more claims with and without this protection.

<table>
<thead>
<tr>
<th>Number of years No Claims Discount</th>
<th>1 claim during the period of cover</th>
<th>2 claims during the period of cover</th>
<th>3 claims during the period of cover</th>
<th>4 or more claims during the period of cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>2 years</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>3 years</td>
<td>1</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>4 years</td>
<td>2</td>
<td>Nil</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>5 or more years</td>
<td>3</td>
<td>1</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

No Claims Discount at Next Renewal Date with NCD Protection

<table>
<thead>
<tr>
<th>1 claim during 3 consecutive periods of cover</th>
<th>2 claims during 3 consecutive periods of cover</th>
<th>3 claims during 3 consecutive periods of cover</th>
<th>4 or more claims during 3 consecutive periods of cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>5 or more</td>
<td>5 or more</td>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

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.
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

Your 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.

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

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

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.

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.
How we use your data

Privacy policy

AXA Insurance UK plc is part of the AXA Group of companies, which takes your privacy very seriously. This Privacy policy tells you, in broad terms, how we use personal information that we collect from you. You acknowledge that by providing your personal information to us, you consent to its processing in accordance with this Privacy policy. This document should be shown to anyone else who is covered by, or a party to, any services or policies you obtain from us.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our registered number is 202312.

Our registered address is 5 Old Broad Street, London EC2N 1AD. Registered in England and Wales number 78950.

Any personal information you supply to AXA Insurance UK plc will be treated in accordance with the Data Protection Act 1998 and other legislation intended to protect your personal information and privacy.

We may amend this Privacy policy at any time by amending the wording shown in your policy documentation. For this reason, we recommend that you read this statement regularly.

What information do we collect, and how?

The personal information AXA Insurance collects through your interaction with us or third parties in connection with a service or product offered may include details such as your name, email address, postal address, telephone number, date of birth, bank/credit card details, health information and IP address.

Personal information is collected by AXA Insurance:
- via enquiry, registration, claim forms, feedback forms and forums;
- when you purchase any of our products or services;
- when you fill out a survey, or vote in a poll on our website or communications;
- through quotes and applications;
- through feedback forms and web analytics tags;
- when you provide your details to us either online or offline; and
- via third parties.

We will do our best to ensure that information is kept up to date and accurate. Please assist us in this by advising us of any changes as soon as possible.

We may also use cookies or similar technologies to collect website usage information.
How we use your data continued

What will the information be used for?

The personal information AXA Insurance collects will be used for analytical purposes, managing and administering products and services that we supply, claims handling, No Claim Discount entitlement, making credit-related decisions about you and to assist us in improving our website, processes, products and services.

We will also use information collected to safe-guard against fraud and money laundering. We are required to report details of some suspicious activities to the National Crime Agency (NCA).

The information you supply may be used by us, other members of the AXA Group and carefully selected third parties for research purposes or to inform you of other products or services that may be of interest to you, unless you have advised us otherwise. On each occasion that we contact you for these purposes, you will always be given the option to opt out of any further communication.

Who will we share it with?

We do not disclose your information to anyone outside the AXA Group except:

- where we have your permission; or
- where we are required or permitted to do so by law or by regulatory bodies; or
- to other companies who provide a service to us or you (which includes proof of No Claims Discount (NCD) entitlement), including when you take out additional products with us or make a claim; or
- where it is necessary for the performance of an agreement we have with you; or
- for credit reference or fraud prevention purposes; or
- for reinsurance purposes; or
- where we may transfer rights and obligations under this agreement.

Disclosure of your information to a third party outside of the AXA Group will only be made where the third party has agreed to keep your information strictly confidential and use it only for the specific purpose for which we provide it to them.

We may transfer your information to other countries including those located outside the European Economic Area. If we do this we will seek to ensure that anyone to whom we pass it provides an adequate level of protection.

AXA Insurance does not sell customer data to third parties.
How we use your data continued

Preventing and detecting fraud

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

- approach the DVLA to check all or any relevant driving licence details of anyone named on the policy;
- share information about you with other organisations and public bodies including the police;
- share information about you and any other named persons on the policy within the AXA Group and with other insurers;
- pass the details you have supplied to recognised centralised insurance industry applications, policy and claims checking systems (for example, the Motor Insurance Anti-Fraud and Theft Register, CUE, CIFAS and all DVLA databases) where those details will be checked and updated;
- load your details and any information or documents you provide us to the Insurance Fraud Register. This may affect future applications for insurance products;
- check the details you have supplied with fraud prevention agencies and databases including publicly available data (for example on County Court Judgements, bankruptcy information and electoral role data). If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering;
- periodically search records held by fraud prevention and credit reference agencies to:
  - help make decisions about credit services for you and your financial associates;
  - help make decisions on insurance policies and claims for you and your financial associates;
  - trace people who owe money, recover debt, prevent fraud and to manage your insurance policies;
  - check your identity to prevent money laundering;
  - carry out credit searches, electoral roll searches and further fraud searches.

For more information about the agencies with which we share your data, including further details explaining how the information held by fraud prevention agencies may be used, please email us at informationsharing@axa.com

Credit and other searches

We make searches about you at credit reference agencies who will supply us with information, including information from the Electoral Register and credit information. The agencies may record details of the search whether or not this application proceeds.

We may use scoring methods to assess this application, to verify your identity and determine finance charges. Searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by
How we use your data continued

us if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

We may share the personal data of any persons named on the policy with third parties to obtain information which may be used by AXA to inform its risk selection, pricing and underwriting decisions.

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.

Consent

You must have the consent of any named person on the policy to pass on their information (including any sensitive personal information such as criminal convictions or medical information) to us.

We do not intentionally collect any information from children under 16 years of age, and unless the information was collected in connection with a policy claim, shall delete the details when a parent or guardian notifies us that details have been obtained from their child.

Dealing with other people

Data protection rules mean that we are only allowed to talk to the policyholder about anything to do with their insurance – unless they have named an alternative contact (such as a relative) to speak with us on their behalf.

Once you have told us your alternative contact, this person will be able to discuss all aspects of your policy (including claims) with us and make changes on your behalf, except to cancel your policy or decline a renewal.

In some exceptional circumstances we may also deal with other people who contact us on behalf of the policyholder.

We will not reveal any credit or debit card numbers to anyone other than the policyholder.
How we use your data continued

Errors and omissions

If you believe that there may be an error in any of the information that you have submitted, please contact us and we will review and correct any inaccurate information in your records as soon as possible.

Further information

You should be aware that any telephone calls made to us may be recorded for monitoring and training purposes and to assist us in preventing and detecting fraud. Therefore, your use of this means of communication means that you accept and consent to this.

Under the terms of the Data Protection Act 1998, you are entitled to request a copy of the personal data AXA Insurance holds about you. To do this, please contact us with full details of what you require by email at dataprotection.ins@axa-insurance.co.uk or in writing to the Data Protection Manager, Civic Drive, Ipswich IP1 2AN. A cheque or postal order for £10 payable to AXA Insurance will be required.
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 £1000.

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

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
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

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
Web: 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

Our promise to you

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you in 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).
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).
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