



**NI Broker Customers**  
From 1<sup>st</sup> January 2022

# Car Insurance Policy



# Useful phone numbers

## Claims

**0345 828 2823**

In the event of a claim, please contact our 24-hour Claims Helpline on

## Misfuelling

(Comprehensive policies only) In the event that you have put the wrong fuel into your car call the number shown above for assistance. Text messaging is available for use by deaf, hard of hearing or speech impaired customers in a misfuelling situation. Please text the word "breakdown" to **+44 7624 808266**.

If you are calling from the ROI, please use this number: **+353 1858 3200**

# Welcome to your car insurance policy

Thank **you** for choosing AXA as **your** insurer. **We** are one of the largest insurance groups in the world. Here in Northern Ireland, **we** meet the insurance needs of thousands of people.

**You** chose **us** because **you** need protection. **You** also want a level of service second to none and, if **you** need help with claims, **we** will be there when **you** need **us** most.

This is **your policy** document. It represents the contract that **we** have made with each other. **We** appreciate insurance can be a complicated business so **we** have designed the layout to make it as easy as possible to follow.

Please read it carefully and if **you** have any questions, please contact your **Broker**.

# Need to find something quickly?

## If the question is...

## then look at page

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## And if your question is one of these...

I want to change my car, how do I do this?

I'd like to change my cover, who do I contact?

What do I do if I want to add or delete drivers?

I've moved house, do I need to let you know?

I'm changing jobs, is my insurance cover affected?

I've had penalty points added to my licence, does this affect my premium?

**Please contact your Broker for the answer.**

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# Caring For You

There may be times when **you** feel **you** don't get the service **you** expect from **us**.

Here is **our** complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your Broker** or call AXA on 0345 399 5346.
- ▶ For a complaint about **your** claim, contact **our** claims action line on 0345 828 2823
- ▶ If **we** can't sort out **your** complaint, you can contact **our** Customer Care Department on 0800 0391970 or:
  - ▶ email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
  - ▶ write to AXA Insurance, Customer Care Department, Freepost BEL 2531, Belfast, BT1 1BR.

If you're unhappy with how we've dealt with your complaint, you may be able to refer to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Financial Ombudsman Service - Customer helpline Monday to Friday – 8am to 8pm, Saturday – 9am to 1pm

- **0800 023 4 567** – Calls to this number are now free on Mobile Phones and Landlines.
- **0300 123 9 123** – Calls to this number cost no more than calls to an 01 and 02 number.

These numbers may not be available from outside the **UK** – so please call from abroad on **+44 20 7964 0500**. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **Our promise to you:**

**We'll** reply to **your** complaint within five days.

**We'll** investigate **your** complaint.

**We'll** keep **you** informed of progress.

**We'll** do everything possible to sort out **your** complaint.

**We'll** use feedback from **you** to improve **our** service.

## **Financial Services Compensation Scheme (FSCS)**

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

# Our Carbon Promise

**Our** mission is to support human progress by protecting what matters, and that includes the planet.

**We** recognise **our** responsibility and are committed to taking proactive, measured steps to ensure a resilient and sustainable future for generations to come. **We** have set ourselves ambitious targets and continue to fund research that will help to inform and shape scientific decision-making.

Lasting change is only possible through collaboration and that is why **we** are doing more to support **you**. **We** have committed to removing carbon emissions equivalent to that produced by all of **our** car insurance customers, in this **period of insurance**, from the atmosphere and funding the cost on their behalf.

## How will we do this?

When **you** buy, or renew, **your policy**, **we** will calculate your carbon emissions using the estimated annual kilometres, **you** provided, combined with the published grammes of CO<sub>2</sub> per kilometre for **your car**.

**We** will then buy 'carbon credits' equivalent to the emissions for **your car**.

To do this, **we** will partner with The Nature Trust who will use funds **we** provide to plant 600,000 native trees. This will create new forests across 11 different locations that will capture carbon dioxide from the atmosphere and provide public access to green spaces for future generations.

In addition, **we** will purchase carbon credits from Ecologi that will reduce the carbon produced. All **our** partners meet Gold Standard and Verified Carbon Standard.

## How does it work for you?

For example, a 2019 Toyota Corolla (1.8VVT-I Hybrid) has a CO<sub>2</sub> emission of 110g per kilometre.

If this were **your car** and **you** drive 10,000 kilometres each year, **your car** would produce 1,100kg or 1.1 metrics tons of carbon annually. **We** will then buy 'carbon credits' equivalent to 1.1 tonnes of carbon to offset **your** emissions.

This cover is included as a standard feature of **your car** insurance **policy** for this **period of insurance**.

# Your policy wording

This document and any **endorsements** that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is AXA Insurance dac which is established in the Republic of Ireland. Unless **we** and **you** agree otherwise, the law of Northern Ireland will apply.

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read **your policy** carefully and keep it in a safe place. **Your policy** includes:

- ▶ The **policy** wording in this document
- ▶ The current **certificate of insurance**
- ▶ The **schedule** that has **your** details and the cover that applies; and
- ▶ Any **endorsement** which applies.

Unless a section or part of this **policy** shows the countries to which it applies, the cover provided by this **policy** applies only in the **UK**, Channel Islands, Isle of Man and the Republic of Ireland or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, cover as described in the following pages for the sections **you** have chosen applies during the **period of insurance** set out on **your schedule**.

On behalf of AXA Insurance dac



**Phil Bradley Chief Executive**

AXA Insurance dac Registered number 136155  
Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

# Claims Procedures

## Had an accident? Don't panic!

### Here's what to do.

#### The law

By law, **you** must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. **You** must give **your** name, address and insurance details to anyone with good reason to ask.

#### How to help **us** help **you**

Make sure **you** get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.

Get the other vehicle(s) registration number(s). A diagram of the accident scene is often helpful. Try to draw one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses. If **you** have a mobile phone/camera, please take photographs of the accident scene and the damage to all vehicles, as these are very helpful to **us**.

Never admit blame or liability for an accident or offer to pay for any damage. Please tell **us** if any other person admits blame.

Even if **you** do not plan to make a claim, please call **our** claim line on 0345 828 2823.

**We** can usually get all the information **we** need in one phone call, but sometimes **we** may ask **you** to fill in a claim form.

## Car crime – beat the criminals

### Don't give criminals an easy ride

Car crime makes up 20% of all recorded crimes in the **UK**. But most can be prevented – and it's in **your** interest and **ours** to take some simple precautions.

### Most things are common sense

- ▶ Glass etchings (having **your** car's registration number or chassis number engraved onto **your** glass) is proven to deter thieves.
- ▶ Never leave valuables on view in the **your car**
- ▶ Use good-quality locks and security devices
- ▶ Never leave **your** keys in the ignition, even for a moment!
- ▶ Remove CD players, radios, portable satellite navigation devices and keep personal belongings from view
- ▶ Park in a secure place if **you** can. If **you** have a garage, use it and lock it
- ▶ Do not leave **your** spare car keys at home in any place where a burglar can easily find them, such as on a shelf or hook. Thieves often break into houses just to steal the car

For more information, ask the crime prevention officer at **your** local police station or visit: [www.crimereduction.gov.uk/crimeprevention/vehiclecrime](http://www.crimereduction.gov.uk/crimeprevention/vehiclecrime)

# General definitions

Throughout the **policy** whenever the following words or phrases appear in **bold blue** they will have the meaning as described below:

## **Approved Repairer**

A repairing garage appointed by **us**.

## **Broker**

The Intermediary, Persons or Company who have issued these documents on **our** behalf and have sold **you** this **policy**.

## **Certificate of insurance**

The document that proves to the authorities that **you** have insurance which complies with the law.

It shows:

- ▶ Who is insured to drive
- ▶ The car that is insured
- ▶ What type of use the car is insured for

## **Endorsement**

An alteration to the terms of the **policy**. It may be included in this document or on **your schedule** or may be issued separately.

## **Europe, European**

- ▶ Member states of the European Union (EU) and
- ▶ Member states of the EEA (Iceland, Liechtenstein and Norway) and
- ▶ Andorra, Monaco, San Marino, Switzerland and Vatican City

## **Excess**

The amount of a claim not covered by this insurance and for which **you** are responsible.

## **Market value**

The cost of replacing **your car** with another of the same make, model, age and of a similar mileage at the time of loss. Modifications are excluded from the calculation unless **we** knew of them when agreeing cover.

**Period of insurance**

The period from the start date to the end date of **your policy** as shown on **your schedule** and **certificate of insurance**.

**Policy**

The contract of insurance between **you** and **us** based on the answers **you** have given to questions **we** have asked and/or **your statement of fact / proposal form** and consisting of the **policy schedule**, the **certificate of insurance**, this **policy** document and any **endorsements** included.

**Schedule**

The document which sets out **your** details, the dates of cover, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

**Statement of Fact / Proposal Form**

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

**UK**

England, Scotland, Wales and Northern Ireland.

**We, our, us**

AXA Insurance dac.

**You, Your**

The policyholder named in the **schedule** including parties jointly described.

**Your car**

The car whose registration number appears on the current **certificate of insurance**.

# General conditions

This **policy** is only valid if:

- ▶ The information **you** provided, in the answers **you** have given to questions **we**, or **our** agent, have asked and/or, as recorded on **your statement of fact / proposal form** and declaration, is correct and complete, and
- ▶ **You**, or anyone claiming protection, have complied with the **policy** conditions

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

**We** may revise the terms, conditions or benefits set out in this document but if **we** do **we** will give **you** written notice.

## 1. Cancelling the policy

To cancel the **policy**, return **your certificate of insurance** with a written request, to **your Broker**. **We** will refund premium on the following basis provided **you** have not claimed or been involved in any incident likely to result in a claim during the current **period of insurance** :

- ▶ If **you** request cancellation within 14 days, after receiving the **policy** documents, within the first year of insurance, **we** will refund the full premium
- ▶ Otherwise, **we** will issue a refund based on the unused days left to run on the **policy**, less an administration fee. **We** will not refund an amount less than £12 after **we** charge the administration fee

**We** or **your Broker** may cancel this **policy** where there is a valid reason for doing so by giving **you** 7 days' notice by registered letter, first class post, recorded delivery or email to **your** last known address or email address. **You** must then return the **certificate of insurance**. On return of the **certificate of insurance**, **we** will refund an amount of premium proportionate to the unexpired period of the **policy**.

## 2. Handling claims against you

**We** may take over and deal with the defence or settlement of any claim in the name of **you** and/or the driver.

## 3. Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the answers **you** have given to questions **we** or **your Broker** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate.

If **you** are not sure whether or not certain facts are important, please ask **your Broker**.

**We** have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

If a change to your **policy**, including the administration charge, results in a refund of less than £12, **we** will not refund it to **you**.

#### 4. Claims procedure

**You** or **your** legal representative must give **us** full details by phoning the claims helpline (0345 828 2823) within 48 hours, after any event which could lead to a claim under this **policy**. If there is an accident, **you** must immediately do whatever **you** can to protect the **car** and its accessories. There may be circumstances where **we** need other details in writing. **You** must also immediately send **us** any letters and documents **you** receive in connection with the event without replying to them.

If **you** know of any prosecution, coroner's inquest or other proceedings **you** must tell **us** immediately.

**You**, and anyone insured by this **policy**, must not admit anything or make any offer or promise about a claim, unless **you** have **our** written permission.

**You** must also give **us** or **our** appointed representative any information and help **we** need and provide any documents **we** require to investigate the claim.

**You** must obtain names and addresses of any witnesses at the scene of the accident.

The registration and insurance details of the car **you** were driving should be provided to any other party involved and also the appropriate law enforcement authorities if requested.

If any person is injured, the accident must be reported to the appropriate law enforcement authorities whether they attend the scene or not.

If **your car** is stolen, **you** must tell **us** as soon as possible by phoning **our** claims helpline on 0345 828 2823. **You** must also tell the appropriate law enforcement authorities

#### 5. Looking after your car

**You** must do all **you** can to prevent injury to other people and 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 let **us** examine **your car** at any reasonable time if **we** ask to do this.

**You** should ensure that:

- ▶ **Your car** is locked and security devices activated when **your car** is unattended
- ▶ All windows and sunroofs are fully closed when **your car** is unattended
- ▶ Tyres on **your car** are within the legal requirements
- ▶ **Your car** has a valid MOT certificate if required by law

#### 6. Other insurance

If **you** make a claim that is also covered by another insurance **policy**, **we** will only pay **our** equitable share of the claim.

## 7. Getting our claims costs back

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this **policy** to recover the payments that **we** make.

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 paid, **we** may seek recovery from **you** or from the person responsible.

## 8. Misrepresentation and Deception

### **Definitions:**

- ▶ Misrepresentation is when someone makes a statement which is not correct to another person
- ▶ Deception is where false information is used to make an unfair or unlawful gain

**You** must not act in a fraudulent way.

**We** will take the action shown below if, when proposing for or requesting alterations to this **policy**, **you** or anyone acting for **you**:

- ▶ Fails to reveal or hides a fact that is likely to influence whether or not **we** accept **your** proposal, **your** renewal, or any adjustment to the **policy**
- ▶ Fails to reveal or hides a fact that is likely to influence the cover **we** provide
- ▶ Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true
- ▶ Sends **us** or anyone acting on **our** behalf a document, knowing the document is false

**We** may take one or more of these actions as well as **our** other rights:

- ▶ **We** will not pay a claim
- ▶ **We** will not pay any other claim which has been or will be made under the **policy**
- ▶ **We** may declare the **policy** void (in other words, **we** can treat it as if it has never existed)
- ▶ **We** will be entitled to recover from **you** the amount of any claim **we** have already paid or are obliged to pay by law or otherwise under the **policy**
- ▶ **We** will not return **your** premium
- ▶ **We** may alter the cover or level of cover **we** provide
- ▶ **We** will consider letting the appropriate law enforcement authorities know about the circumstances

## Fraudulent Claims

If **you** or anyone acting for **you**:

- ▶ Makes a claim under the **policy**, knowing the claim is false or misleading
- ▶ Makes a claim for any loss or damage deliberately caused by **you** or a person covered to drive **your car** or with **your** knowledge
- ▶ In connection with a claim makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true
- ▶ In connection with a claim sends **us** or anyone acting on **our** behalf a document, knowing the document is false

**We** may take one or more of these actions as well as **our** other rights:

- ▶ **We** will not pay the claim
- ▶ **We** may avoid the **policy** with effect from the date of the fraudulent claim or fraudulent act
- ▶ **We** will not return **your** premium
- ▶ **We** will consider letting the appropriate law enforcement authorities know about the circumstances

If **you** commit a fraudulent act on any other **policy**, then **we** may:

- ▶ cancel this **policy**
- ▶ consider letting the appropriate law enforcement authorities know about the circumstances

## 9. Dispute Resolution

Any disagreement that **we** have with **you** and that **we** cannot settle between **us** may be referred to the the Financial Ombudsman Service (see page 6 for contact details).

If the Financial Ombudsman Service will not deal with the disagreement, **we** may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding.

If **you** wait more than a year to do this, **you** will be considered to have abandoned **your** claim and **you** cannot take it up again.

## 10. Payment

Any money paid under this **policy** will be paid in Sterling.

## 11. Driving Licence Conditions

No cover will apply under this **policy** for any driver who is not meeting the conditions of his/her full or provisional driving licence. This includes conditions relating to the class of vehicle being driven or any other restriction or condition that may apply.

## 12. Open Driving

Where the **policy** includes optional Open Driving cover this covers drivers aged 25 to 70 who hold the correct category of full driving licences issued by:

- ▶ the **UK**, Channel Islands or the Isle of Man
- ▶ **European** countries
- ▶ “Licence Exchange States” designated by the DVA (provided holder is resident here no longer than 12 months)

## 13. Assignment and Third Party Rights

**Your policy** is a legal contract between **you** and **us** and nothing in this contract creates any rights for any other person(s). This also means that, unless it is agreed by **us** beforehand in writing, **you** are prohibited from assigning the **policy** (or any rights, benefits, causes of action or proceeds of any claim under the **policy**) to a third party.

## **SECTION 1**

# **Loss and damage to your car**

## **Comprehensive Cover**

Under this section, comprehensive covers loss or accidental damage to **your car**. **Your schedule** will show if **you** have this cover.

### **What's covered?**

**We** will pay for:

- ▶ Loss of or damage to **your car**, (not exceeding its **market value**), and its accessories in or attached
- ▶ The reasonable cost of protecting and removing **your car** to the nearest competent repairer, and
- ▶ If **your car** is repaired in Northern Ireland, the reasonable cost of delivering **your car** back to **your** address

This will involve:

- ▶ Repairing **your car** in an AXA **approved repairer** or one of **your** choice, or
- ▶ Replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- ▶ Paying the cost of the loss or damage

**We** will choose which option is appropriate.

If **we** choose to repair **your car** but if **you** choose not to use an AXA **approved repairer**:

- ▶ **We** will not provide **you** with a temporary replacement car, and
- ▶ **We** will only pay what **our** engineer states it would have cost to repair **your car** in an AXA **approved repairer**, if the cost of repairs in the garage **you** choose is higher

A maximum limit of £350 will operate for all fees connected with towage and storage of **your car** provided **you** notify **us** of any accident or loss within 48 hours.

If **your car** is stolen and is not found or, after it is found, is not worth repairing, **we** will pay the **market value** of **your car**, including accessories and spare parts. If **your car** is stolen and **you** become aware that it has been found **you** must tell **us** immediately even if **your** claim has already been settled.

**We** may choose to repair **your car** with recycled parts, where appropriate.

**We** may use parts that have not been made by the car's manufacturer, but they will be of a similar standard. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

### **Courtesy car**

**We** will provide a courtesy car while repair to **your car** is being carried out by an AXA **approved repairer**.

A courtesy car will be available for 7 days if **your car** is (i) declared a total loss (ii) is subject to an unrecovered theft loss or (iii) a total loss due to fire.

## Replacement Locks

**We** will pay **you** up to £500 towards replacing **your car's** locks and alarm if the keys for it are stolen from **your** home through force or violence:

**We** will not pay:

- ▶ If **you** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**
- ▶ Where the keys are recovered before the locks and alarms are replaced
- ▶ If **you** do not report the theft of keys immediately to the police (**you** will need to provide written proof of this)

A claim under this section will not affect **your** no claims discount.

## Personal Belongings

**We** will pay **you** up to £450 for personal belongings carried in **your car** if they are lost or damaged due to accident, fire, theft or attempted theft. **You** are not covered for:

- ▶ Money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
- ▶ Tools, equipment, goods or samples, carried in connection with any trade or business or property insured by another insurance policy
- ▶ Theft of personal belongings if **your car** is left unattended unless all windows are closed and doors and boot are locked
- ▶ Theft of personal belongings from an open-top or convertible car unless they are locked in the boot.

A claim under this section will not affect **your** no claims discount.

## Child Car Seats & Equipment

**We** will pay **you** up to £500 for child car seats, booster seats, push chairs, prams, buggies or carrycots carried in **your car** if they are lost or damaged due to accident, fire, theft or attempted theft. **You** are not covered for:

- ▶ Theft of push chairs, prams, buggies or carrycots if **your car** is left unattended unless these are locked in the boot
- ▶ If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to **your car**

A claim under this section will not affect **your** no claims discount

## Replacing your car with a new one

**We** will settle **your** claim by replacing **your car** with a new one of the same make, model and specification if **your car** is:

- ▶ Stolen and not recovered within 14 days; or
- ▶ Damaged so that repairs will cost more than 50% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage

**We** will only do this if:

- ▶ The loss or damage happens before **your car** is one year old
- ▶ **You** have owned the **car** or hired it under a hire- purchase agreement since it was first registered as new; and
- ▶ **you**, and anyone else **we** know who has an interest in **your car**, agree.

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

- ▶ The **market value** of **your car** and its fitted accessories and spare parts at the time of the loss or damage, or
- ▶ The manufacturer's retail price of **your car** when **you** bought it, less 10%; whichever is higher

### Temporary Substitutions

Cover provided by this **policy** is automatically transferred to a car loaned to **you** by a registered garage or vehicle repairer in Northern Ireland for up to 7 days whilst **your car** is undergoing repairs or servicing provided the **market value** of the car on loan does not exceed £40,000.

### Protection for your wall charger

If **your car** is an electric vehicle (EV) or a plug-in hybrid electric vehicle (PHEV) model **we** will pay up to £500 for accidental damage to **your** wall charger, provided it isn't already covered by **your** home insurance.

A claim under this section will not affect **your** no claims discount

### Misfuelling

Misfuelling means putting the wrong fuel into **your car** at the filling station. For misfuelling assistance **you** must use the number 0345 828 2823. (00353 1 8583200 from the **ROI**). **We** suggest **you** put these numbers in **your** mobile phone immediately. **We** will not pay any expenses **you** may have to pay if **you** have not called the misfuelling emergency number first.

The cover will only apply to **your car**, or another car **you** are driving, if **you** are covered to drive it under **your** current **certificate of insurance**.

**We** will pay for the following if the car is subject to misfuelling in the **UK**, Channel Islands, Isle of Man or the Republic of Ireland. The following services are available:

- ▶ Draining and flushing the fuel tank using a specialist roadside vehicle and refuelling with up to 10 litres of the correct fuel, or:
- ▶ Recovery of the car, the driver, and up to six passengers to the nearest repairer to drain and flush the fuel tank and refuelling with up to 10 litres of the correct fuel. If the car cannot be drained down the same day at a suitable garage or if it arrives outside normal opening hours **we** will:
  - ▷ cover the cost of securing the car overnight, and
  - ▷ cover reasonable public transport or taxi fares for **you** and **your** passengers. (Please note that **you** will be responsible for all onward transportation in the first instance and AXA Assistance will reimburse these costs once **your** claim has been validated. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets must be retained)

**Limits:**

- ▶ A limit of £300 per incident applies. **You** will be responsible for paying any costs in excess of £300 per incident
- ▶ **We** will only cover up to two misfuelling incidents in any one **period of insurance**

The following are not covered under this insurance:

- ▶ Where the misfuelling occurs outside the **UK**, Channel Islands, Isle of Man or ROI
- ▶ Any claim resulting from foreign matter entering the fuel system except for diesel, petrol or AdBlue
- ▶ Mechanical or component damage to the car whether or not caused as a result of misfuelling
- ▶ The cost of hiring an alternative vehicle in the event of sustained mechanical or component damage
- ▶ Any defect arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling

A claim under this section will not affect **your** no claims discount

Call the emergency number 0345 828 2823 (00353 1 8583200 from ROI) if this service is required.

### Loss of or damage to a car you are driving which is temporarily borrowed from another person

As well as covering **your** legal responsibility to others, cover as described in Section 1 and Section 2 applies.

This cover will only apply if:

- ▶ The **policy schedule** shows that **your** cover is comprehensive
- ▶ The **certificate of insurance** contains the ‘driving other cars’ clause
- ▶ **You** are driving a private car. It does not include:
  - ▷ Vans or car-vans
  - ▷ Jeep-type vehicles with no seats in the back
  - ▷ Vans adapted to carry passengers
  - ▷ Vehicles registered outside the **UK**, Channel Islands or the Isle of Man
  - ▷ Vehicles modified beyond manufacturers, standard specification
  - ▷ Vehicles hired or leased to **you**
- ▶ **You** are responsible for looking after a car that is being driven under the “driving other cars” clause of **your certificate of insurance**
- ▶ The other car is roadworthy and is properly compliant with a valid MOT test certificate if required by law
- ▶ **You** do not regularly use or drive the car
- ▶ There is no other insurance **policy** which covers **you** driving that car (whether or not that **policy** would cover what is covered by this extended cover)
- ▶ The car does not belong to **you** or **your** spouse or partner
- ▶ The other car is properly compliant with road traffic legislation

- ▶ **You** have the owner's permission to drive the car and have been driving it for less than 30 days and
- ▶ The loss or damage happens in Northern Ireland

The most **we** will pay under this extended cover is £40,000.

### Our uninsured driver promise

If **you** make a claim for an accident that is not **your** fault and the driver of the car that hits **you** is not insured, **you** will not lose **your** No Claims Discount.

**You** will be responsible for the **excess**.

#### Conditions

**We** will need:

- ▶ The vehicle registration number, make/model and
- ▶ The driver's details, if possible. It also helps **us** to confirm who is at fault if **you** can get the names and addresses of any independent witnesses, if available

If/when **your** renewal is due, investigations are still ongoing, **you** may lose **your** no claims discount temporarily.

However, once **we** confirm that the accident was the fault of the uninsured driver, **we** will restore **your** no claims discount and refund any extra premium **you** have paid.

### Salvage (if your car is written off)

**We** will settle **your** claim by replacing **your car** or by paying the **market value** (or purchase price of **your car** whichever is the lower) of **your car** before the loss. As part of settling **your** claim, **your car** will become **our** property and **you** must send **us** the vehicle licensing document and keys.

**We** will be entitled to take possession of and dispose of **your** damaged **car** at any time during the course of a claim. If **we** know that **your car** is covered by a hire purchase or contract-hire agreement, **we** may pay the owner described in the agreement.



#### What's not covered under this section of the policy

##### Excess

**You** will be responsible for the **excess**, unless the loss or damage was caused by fire, lightning, explosion, theft or attempted theft. **We** will not seek, on **your** behalf, to recover an **excess** from another person.

The amount you will be responsible for comprises a combination of:

1. Compulsory **excess** £100
  - ▶ **You** can reduce **your** compulsory **excess** by £100 if **you** use an AXA **approved repairer**
  - ▶ If an AXA engineer deems **your car** a write off as a result of an accident the compulsory **excess** does not apply
2. Additional voluntary **excess** (this will be shown on **your schedule** if applicable)
3. Young Driver **excess** (applies if the driver is aged 17-20) £250



### What's not covered under this section of the policy

- ▶ **We** will not pay more than 10% of the value of **your car** for any permanently fitted car radio, two-way radio, car phone, audio or similar equipment
- ▶ The VAT (value added tax) on any repair or replacement if **you** are registered for VAT
- ▶ No cover for modifications unless they were disclosed
- ▶ No cover for any driver that has been disqualified from driving, or has failed to disclose penalty points or motoring convictions
- ▶ Loss or damage to **your car** where possession is obtained by fraud, trick or false pretences
- ▶ Any loss or damage which does not arise from an accidental, sudden or unforeseen cause
- ▶ Damage to **your car**, it's accessories and spare parts caused by goods carried in the **car**
- ▶ Loss of use or any other resulting loss
- ▶ Reduction in **your car's** value because it has been repaired
- ▶ Wear and tear
- ▶ Mechanical, electrical or software failure, breakdowns or breakages
- ▶ The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage
- ▶ Damage to tyres from braking, punctures, cuts or bursts unless these are caused in a collision
- ▶ Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound
- ▶ Loss or damage caused by theft or attempted theft if **your car** was taken by a member of **your** family or household or taken by an employee or ex-employee of the owner of **your car** unless **you** can provide **us** with written confirmation of notifying the appropriate law enforcement authorities
- ▶ The cost of importing parts or accessories for **your car** from outside the **European** Union
- ▶ Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car
- ▶ Loss or damage from using **your car** in a rally, competition, trial or on any race track, circuit or other prepared course
- ▶ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's **European** representatives
- ▶ The cost of hiring another car
- ▶ Loss or damage from the use of sub-standard or contaminated fuel, lubricant or part

## Third Party Fire and Theft Cover

Under this section, Third Party Fire and Theft covers loss or damage to **your car** caused by fire, theft or attempted theft only. **Your schedule** will show if **you** have this cover. A claim under this sub-section will not affect **your** no claims discount.

### What's covered?

**We** will pay for:

- ▶ Loss of or damage to **your car**, (not exceeding its **market value**), and its accessories in or attached
- ▶ The reasonable cost of protecting and removing **your car** to the nearest competent repairer, and
- ▶ If **your car** is repaired in Northern Ireland, the reasonable cost of delivering **your car** back to **your** address

This will involve:

- ▶ Repairing **your car** in an AXA **approved repairer** or one of **your** choice; or
- ▶ Replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- ▶ Paying the cost of the loss or damage

**We** will choose which option is appropriate.

If **we** choose to repair **your car** but if **you** choose not to use an AXA **approved repairer**:

- ▶ **We** will not provide **you** with a temporary replacement car, and
- ▶ **We** will only pay what **our** engineer states it would have cost to repair **your car** in an AXA **approved repairer**, if the cost of repairs in the garage **you** choose is higher

A maximum limit of £350 will operate for all fees connected with towage and storage of **your car** provided **you** notify **us** of any accident or loss within 48 hours.

If **your car** is stolen and is not found or, after it is found, is not worth repairing, **we** will pay the **market value** of **your car**, including accessories and spare parts. If **your car** is stolen and **you** become aware that it has been found **you** must tell **us** immediately even if **your** claim has already been settled.

**We** may choose to repair **your car** with recycled parts, where appropriate.

**We** may use parts that have not been made by the car's manufacturer, but they will be of a similar standard. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

**We** will provide a courtesy car while repair to **your car** is being carried out by an AXA **approved repairer**, following damage caused by fire, theft or attempted theft.

A courtesy car will be available for 7 days if **your car** is (i) declared a total loss (ii) is subject to an unrecovered theft loss or (iii) a total loss due to fire.

## Replacement Locks

**We** will pay **you** up to £500 towards replacing **your car's** locks and alarm if the keys for it are stolen from **your** home through force or violence:

**We** will not pay:

- ▶ If **you** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**
- ▶ Where the keys are recovered before the locks and alarms are replaced
- ▶ If **you** do not report the theft of keys immediately to the police (**you** will need to provide written proof of this)

A claim under this section will not affect **your** no claims discount.

## Personal Belongings

**We** will pay **you** up to £450 for personal belongings carried in **your car** if they are lost or damaged due to fire, theft or attempted theft. **You** are not covered for:

- ▶ Money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
- ▶ Tools, equipment, goods or samples, carried in connection with any trade or business or property insured by another insurance policy
- ▶ Theft of personal belongings if **your car** is left unattended unless all windows are closed and doors and boot are locked
- ▶ Theft of personal belongings from an open-top or convertible car unless they are locked in the boot

A claim under this section will not affect **your** no claims discount.

## Child Car Seats & Equipment

**We** will pay **you** up to £500 for child car seats, booster seats, push chairs, prams, buggies or carrycots carried in **your car** if they are lost or damaged due to fire, theft or attempted theft. **You** are not covered for:

- ▶ Theft of push chairs, prams, buggies or carrycots if **your car** is left unattended unless these are locked in the boot
- ▶ If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to **your car**

A claim under this section will not affect **your** no claims discount

## Replacing your car with a new one

**We** will settle **your** claim by replacing **your car** with a new one of the same make, model and specification if the car is:

- ▶ Stolen and not recovered within 14 days; or
- ▶ Damaged so that repairs will cost more than 50% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage

**We** will only do this if:

- ▶ The loss or damage happens before **your car** is one year old
- ▶ **You** have owned the **car** or hired it under a hire- purchase agreement since it was first registered as new; and
- ▶ **You**, and anyone else **we** know who has an interest in **your car**, agree

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

- ▶ The **market value** of **your car** and its fitted accessories and spare parts at the time of the loss or damage; or
- ▶ The manufacturer's retail price of **your car** when **you** bought it, less 10%; whichever is higher

### Temporary Substitutions

Cover provided by this **policy** is automatically transferred to a car loaned to **you** by a registered garage or vehicle repairer in Northern Ireland for up to 7 days whilst **your car** is undergoing repairs or servicing provided the **market value** of the car on loan does not exceed £40,000.

### Salvage (if your car is written off)

**We** will settle **your** claim by replacing **your car** or by paying the **market value** (or purchase price of **your car** whichever is the lower) of **your car** before the loss. As part of settling **your** claim, **your car** will become **our** property and **you** must send **us** the vehicle licensing document and keys.

**We** will be entitled to take possession of and dispose of **your** damaged **car**, at any time during the course of a claim. If **we** know that **your car** is covered by a hire purchase or contract-hire agreement, **we** may pay the owner described in the agreement.



### What's not covered under third party fire and theft cover

- ▶ Losses or damage to **your car** unless caused by fire, theft or attempted theft
- ▶ **We** will not pay more than 10% of the value of **your car** for any permanently fitted car radio, two-way radio, car phone, audio or similar equipment
- ▶ The VAT (value added tax) on any repair or replacement if **you** are registered for VAT
- ▶ No cover for modifications unless they were disclosed
- ▶ Loss or damage to **your car** where possession is obtained by fraud, trick or false pretences
- ▶ Damage to **your car**, it's accessories and spare parts caused by goods carried in the car
- ▶ Loss of use or any other resulting loss
- ▶ Reduction in **your car's** value because it has been repaired
- ▶ Wear and tear
- ▶ Mechanical, electrical or software failure, breakdowns or breakages
- ▶ The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage
- ▶ Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound
- ▶ Loss or damage caused by theft or attempted theft if **your car** was taken by a member of **your** family or household or taken by an employee or ex-employee of the owner of **your car** unless **you** can provide **us** with written confirmation of notifying the appropriate law enforcement authorities
- ▶ The cost of importing parts or accessories for **your car** from outside the **European** Union
- ▶ Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car
- ▶ Loss or damage from using **your car** in a rally, competition, trial or on any race track, circuit or other prepared course
- ▶ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's **European** representatives
- ▶ The cost of hiring another car

## SECTION 2

# Broken glass

This cover is included as standard for comprehensive cover, as shown in **your schedule**. A claim under this section will not affect **your** no claims discount. If **you** have glass breakage and wish to make a claim, **you** must telephone 0345 828 2823. All claims must be verified prior to any repair/replacement work being undertaken.

**We** will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of **your car** and the bodywork being scratched as a result of the glass breaking. An **excess** of £75 will apply where glass is replaced. No **excess** applies if glass is repaired.

If **you** use an AXA-**approved repairer**, cover is unlimited, subject to the exceptions below. If **you** use **your** own repairer, cover will be limited to £250 per claim. **We** may use glass that has not been made by the car's manufacturer but will meet the manufacturer's specification.

**We** will only pay **you** the **market value** of **your car** or the value of the broken glass, whichever is lower.



### What's not covered under this section of the policy

#### We will not pay for:

- ▶ Any amount over £250 for a replacement or £50 for a repair if the work is not carried out by **our** approved windscreen repairers
- ▶ Damaged or broken glass in sunroofs or panoramic glass roofs
- ▶ Damaged or broken mirror glass
- ▶ Damaged or broken glass to vehicles that are temporarily covered
- ▶ Damage caused by wear and tear or negligence
- ▶ Damage caused by **your** own deliberate act
- ▶ The extra cost of replacing non-standard glass; or
- ▶ The cost of importing glass or parts from outside the EU
- ▶ Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound
- ▶ The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage took place
- ▶ Loss or damage from using **your car** in a rally, competition or trial

## **SECTION 3**

# **Medical expenses and emergency treatment**

### **We will pay:**

- (a) If **you, your** driver or a passenger, suffers accidental bodily injury, while travelling in **your car**, up to £200 each for medical expenses
- (b) The cost of emergency treatment up to £200 for each person for injuries caused by or arising out of any car covered under this **policy** as required by the Road Traffic Acts

Such payments will not affect **your** no claims discount.

## **SECTION 4**

# Towing

This **policy** applies when **your car** is towing a trailer (including caravan, horsebox, cattle trailer or boat trailer) or a broken-down vehicle, provided:

- ▶ This is allowed by law
- ▶ The driver holds the appropriate licence
- ▶ The weight of the trailer is within the maximum specified towing limit for **your car**



### We will not pay claims:

- ▶ If **you** are being paid to tow the caravan or vehicle; or
- ▶ For loss of or damage to the towed trailer or vehicle or to property being carried in the towed trailer or vehicle, or for injury to any person being carried in the towed trailer or vehicle

## SECTION 5

# Liability to others



It's important that you and anyone insured to drive your car reads this.

This section of the **policy** applies to damage or injury happening in **Europe, UK, Channel Islands and the Isle of Man** unless otherwise stated.

### Cover for you

**We** will pay all amounts **you** legally have to pay as a result of negligently using **your car**, and any trailer being towed by it, if **you** cause death of, or bodily injury to, any person or damage to any person's property.

There is a limit of £20 million in respect of damage to property.

### Driving other cars

This cover will also apply if **you** are driving any other car which **your certificate of insurance** covers **you** to drive. If **you** are covered to drive other cars, it will be shown on **your certificate of insurance**.

This cover only applies if:

- ▶ **You** do not own the car or **you** have not hired the car under a hire-purchase or lease agreement
- ▶ It is shown, on **your certificate of insurance**, that this cover applies
- ▶ **You** still own and insure **your car** under this **policy** and it hasn't been damaged beyond economical repair
- ▶ The other vehicle is roadworthy and properly compliant with a valid MOT or NCT test certificate if required by law
- ▶ **You** have the owner's permission to drive the car
- ▶ The car is being used within the 'limits for use' shown in **your** current certificate of motor insurance

This cover applies to damage or injury happening in the **UK, Channel Islands, the Isle of Man and the Republic of Ireland** only.

This extension applies only to private passenger car. It does not include vans, car-vans, jeeps with no seats in the back or vans adapted to carry passengers.

### Cover provided for other people

If **you** ask **us** to, **we** will give the following people the same 'liability to others' cover under this section as **we** give **you** under the "Cover for **you**" section:

- ▶ Anyone **you** allow to drive **your car** who is covered to drive it under 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 under **your certificate of insurance** and **your** employer is not covered under another **policy**

## Your legally-appointed representatives

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

## Legal fees and expenses

If **we** give **you our** written permission, **we** will pay for solicitor's fees to represent anyone insured under this **policy** at any coroner's inquest, fatal inquiry or to defend anyone insured under this **policy** in a district court for any accident which might give rise to a claim under this section of this **policy**.

## Proceedings for manslaughter or causing death by reckless 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 the cover
- ▶ The death or deaths giving rise to the proceedings must have been caused by an accident covered by this **policy**
- ▶ The accident which caused the death or deaths must have happened in the **UK**, Channel Islands, Isle of Man or the Republic of Ireland
- ▶ The most **we** will pay is £1200



### What's not covered under this section of the policy

- ▶ Anyone driving **your car** who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving
- ▶ Anyone who is insured under another policy
- ▶ Liability for loss of or damage to property which belongs to, or is in the custody of any person who is insured under this **policy** and who is driving **your car**
- ▶ Damage to any vehicle being driven or used by a person claiming cover under this part of the **policy**
- ▶ Anyone insured by this **policy** who does not comply with its conditions
- ▶ Anyone employed in the motor trade driving **your car** because it is being overhauled, repaired or serviced
- ▶ Death or bodily injury to anyone driving or in charge of **your car**

## SECTION 6

# Foreign use

Full **policy** cover will apply for **you** to travel to **Europe** for up to 90 days during the **period of insurance**.



### What's not covered under this section of the policy

- ▶ **You** are not covered for any legal action taken against **you** outside **Europe**, the **UK**, Channel Islands or the Isle of Man unless it is a result of using **your car** in a country for which **we** have agreed to extend this insurance cover.
- ▶ Sections of this **policy** which state that cover is restricted to the **UK**, Channel Islands and the Isle of Man only, or to the Republic of Ireland, **UK**, Channel Islands and the Isle of Man only, will not extend to **Europe**. This includes, but is not restricted to, misfuelling and driving other cars.

If **you** are unfortunate to have an accident and are ringing from abroad contact **us** at + 44 345 828 2823.

## **SECTION 7**

# **Our right of recovery**

If **we** have to make a payment due to **our** obligations under the Road Traffic Act, or any other law, which would not otherwise have been covered, **we** have the right to recover such payment from **you** or the person on whose behalf **we** made the payment.

## **SECTION 8**

# **No claims discount**

If **you** do not claim during the current **period of insurance**, **we** will include a discount in **your** renewal premium.

The discount amount will be in accordance with the no claims discount scale applicable at the time of renewal.

If a claim has been made or has arisen, **your** no claims discount may be reduced at the next renewal in accordance with the step-back scale applicable at the time of renewal.

Premiums for optional extra cover will not be the subject of a no claims discount.

If **we** make payments that **we** cannot recover from another person, the claim will count against **your** no claims discount even if **you** were not at fault. See exception under Section 1” Uninsured Driver Promise”.

For no claims discount purposes a **period of insurance** is one year between the beginning of the **policy** and the date **you** renew it, or between renewal dates. **You** cannot transfer **your** no claims discount to anyone else.

### **Your no claims discount will not be affected by:**

- ▶ payments under section 1 for fire and theft claims
- ▶ payments made under section 2 glass breakage
- ▶ payments for emergency treatment the law says **we** must pay
- ▶ payments (together with associated costs and expenses) which **we** later recover in full and
- ▶ Payments under misfuelling, wall charger protection, personal belongings, child car seats & equipment, replacement locks, legal fees and expenses, or injury to driver sections

If **you** make a claim just before you next renew **your policy**, this may not be reflected in **our** offer for **you** to renew cover. If this happens, **you** can ask **us** to change **our** offer of renewal, or wait until the following renewal date for that claim to be taken into account.

A reported incident may not give rise to a claim. However, **we** reserve the right to decide at what stage the incident may be considered one which will not give rise to a claim

## **SECTION 9**

# **Protected no claims discount**

*This is an optional extra. If **you** have bought it, **your** no claims discount is safe if **you** make up to two claims.*

**Your schedule** will show if **you** have chosen this cover.

This cover allows **you** to make up to two claims in a three year period without affecting **your** no claims discount. Only a third or subsequent claim will affect **your** no claims discount (see Section 8). The second claim will remove future protection and it cannot then be purchased for at least three years.

Even if **you** have protected no claims discount, **your** premium may still increase if:

- ▶ **You** make unreasonably large or excessive claims
- ▶ **You** receive motoring convictions; or
- ▶ **We** decide it is necessary for any other reason.

Even though the no claims discount may not be affected, the claim(s) will be recorded on your claims history.

## SECTION 10

# Injury to driver

Included if comprehensive cover chosen. A claim under this section will not affect **your** no claims discount.

### What we will pay

#### 1. Injury benefits for **you** (not applicable if **policy** is in the name of an organisation or company)

We will pay **you** or **your** legal representatives the benefit amounts shown in the table below if **you** are killed or injured as a result of an accident while driving or getting into or out of:

- ▶ **Your car**; or
- ▶ Another car, provided **you** are covered to drive that car under **your** current **certificate of insurance**

#### 2. Injury benefits for other drivers

We will pay the driver or their legal representatives the benefits shown below if a driver, covered under this **policy**, is killed or injured while:

- ▶ Driving **your car**; or
- ▶ Getting into or out of **your car**

Benefit		
A	Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) happening within one year as a direct result of the accident.	£25,000
B	Temporary total disability where <b>you</b> or the driver are entirely unable to carry on any business or occupation as a result of the accident. ( <b>You</b> or the driver will have to be totally disabled for a period of at least 1 month)	£250 a month (maximum 36 months)
C	Hospital benefit, if <b>you</b> or the driver are in hospital for more than six days as a result of a road-traffic accident. (cover for the costs of accommodation only during time in hospital as a result of a road-traffic accident; it does not include medical expenses incurred while hospitalised)	£500 a week (maximum 20 weeks for any one accident)
D	Death benefit where death is a direct result of the accident.	£75,000
E	Permanent Total Disablement where <b>you</b> or the driver, in the opinion of a medical expert, is permanently unable to carry on any business or occupation as a result of the accident for the rest of <b>your</b> or their life	£25,000

### Limits

- ▶ **We** will only pay benefit under one of the sections A or D or E
- ▶ **We** will only pay benefit under one of the sections B or E
- ▶ **We** will only pay the temporary total disability benefit for the period of medical treatment for the injury
- ▶ While in hospital **you**, or the driver, will only receive benefit C; **you** cannot also claim under benefit B

### Conditions

- ▶ **We** will only pay for temporary total disablement if **you** or the driver are in paid employment at the time of loss and are unable to carry on any business or occupation for the entire preceding month
- ▶ If **you** or the driver become able to carry on any business or occupation, **you** cannot make any further claim for temporary total disablement arising out of the same injury

**We** will only pay if:

- ▶ **We** are told about the claim within 28 days of the injury happening
- ▶ The injured person immediately gets medical advice from a qualified medical expert and begins treatment; and
- ▶ **Our** medical advisers are allowed to examine the injured driver as often as is thought necessary



### What's not covered under this section of the policy

- ▶ Death that is not a direct result of the accident
- ▶ Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or **you** or the driver being seriously mentally ill
- ▶ Death or bodily injury occurring whilst **you** or the driver was not complying with the law in respect of seat belt use
- ▶ A criminal act
- ▶ Where **you**, or the driver, is convicted or has a prosecution pending of an offence involving alcohol or drugs was driving while unfit to do so due to alcohol or drugs; or was driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving
- ▶ Taking part in racing or speed testing
- ▶ Psychiatric illness or mental disorders including stress or stress-related illness
- ▶ This section will not apply and payments will stop if **you** go to live outside the **UK**, Channel Islands, Isle of Man or Republic of Ireland.

# General exceptions

1. This **policy** does not apply when **your car**:

- ▶ Is being used for purposes that are not shown in **your certificate of insurance**
- ▶ Is being driven by, or in the charge of any person who is not covered by **your certificate of insurance**
- ▶ Is being driven by anyone who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving
- ▶ Is towing a caravan, trailer, or other vehicle for a payment; or
- ▶ Is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area

2. If an accident happens and:

- a. as a result, the person who was driving is convicted of or has a prosecution pending for an offence involving alcohol or drugs.
- b. the person who was driving was unfit to do so due to alcohol or drugs; or
- c. the person who was driving had been drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

Then

- i the cover provided in section 1 of the **policy** for loss of or damage to the Insured vehicle will not apply; and
  - ii **you** or the person driving must repay all claims **we** have paid arising from the accident; and
  - iii **we** may cancel **your policy**.
3. This **policy** does not cover anyone who does not comply with the **policy** terms and conditions.
4. This **policy** does not cover any liability which **you** have as a result of an agreement or contract, unless **you** would have been liable anyway.
5. This **policy** does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
- ▶ ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
  - ▶ the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment, weapon or any part of such items.

6. This **policy** does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless **we** have to provide cover under road traffic law:
  - a. War, riot, revolution or any similar event, including any action taken to control or prevent such events.
  - b. Any government, public or local authority legally taking or destroying **your** property.
  - c. Any act of terrorism including any action taken to control or prevent terrorism. **We** define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.
7. This **policy** does not provide cover for any accident, injury, loss or damage caused by earthquake.
8. Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of: a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
9. Any liability for malfunction or hacking of autonomous/driverless vehicle systems including, but not limited to, remote control parking, lane departure warning systems, automated emergency braking (AEB), anti-lock braking (ABS), adaptive cruise control, blind spot monitoring, and other crash-avoidance technology.
10. Any loss of, damage to, or loss of use of the channel tunnel known as Eurotunnel and any loss or losses consequent thereon. For the purposes of this exclusion the words “channel tunnel” shall mean the fabric of the structure including contents therein, situated between the entrances and exits.
11. This **policy** document replaces any previous **policy** documents issued by AXA Insurance dac.

# Claims and underwriting exchange register

Insurers pass information to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance, **we** may search these registers.

It is a condition of the **policy** that **you** supply such details of the vehicles whose use is covered by the **policy** as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database. Under the conditions of **your policy**, **you** must tell **us** about any incident (such as accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

**Your policy** details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the **UK** or abroad), other **UK** insurers and the Motor Insurers' Bureau may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. **You** can find out more about this from **us**, or at [www.miic.org.uk](http://www.miic.org.uk).







## We're here to help.

If you have any questions,  
please contact your Broker.  
For help with claims,  
ring us on

**0345 828 2823**