

car insurance

# where can I find exact details of my cover?



**your policy document**

NI Broker Customers August 2016

redefining / standards





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

**0345 828 2823**

## Welcome to your AXA motor 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 motor 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 is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have made the layout and language as easy as possible to follow.

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



Please look out for the 'Axclamation' mark. It will help you find your way around our policy document and let you know about important information.



## **need to find something quickly?**

<b>If the question is...</b>	<b>then look at page</b>
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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.**

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## Caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you:

- For a complaint about your policy, contact your Broker or AXA on 0345 399 5346
- For a complaint about your claim, contact our claims action line on 0345 828 2823

If we cannot 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 are unhappy with the way we have 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 normally free for people ringing from a “fixed line” phone – but charges may apply if called from a mobile phone
- 0300 123 9 123 - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

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 will reply to your complaint within five working days
- We will investigate your complaint
- We will keep you informed of progress
- We will do everything possible to sort out your complaint
- We will use feedback from you to improve our service

### Financial Services Compensation Scheme (FSCS)

AXA Insurance Limited 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)).

## Definitions



Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.

**Certificate of insurance** – Evidence of your motor insurance that we issue. It shows who is covered to drive your car and the purposes for which it can be used. It also says if you are covered to drive any other car.

**Deception** – Where false information is used to make an unfair or unlawful gain.

**Endorsement** – An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

**Europe** – Any member state of the European Union and any other country that is a current member of the green-card system.

**Excess** – The first part of any claim which you have to pay.

**Market value** – The amount that we may pay for your car immediately prior to the loss or damage.

**Misrepresentation** – Where a false statement of fact is made from one party to another and has the effect of inducing that party into a contract.

**Period of insurance** – The period for which we have accepted your premium.

**Personal belongings** – Clothes and personal items you own or are looking after.

**Policy** – The contract of insurance between you and us.

**Schedule** – A document which gives your details and the cover provided by your policy. The schedule forms part of this policy.

**UK** – England, Scotland, Wales and Northern Ireland.

**We, our, us** – AXA Insurance Limited.

**You, Your** – The policyholder named in the schedule and the motor insurance certificate.

**Your car** – Any motor car whose registration number appears on a valid certificate of insurance under this policy.

## 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. Contact your local Autoglass branch for free glass etching
- Never leave valuables on view in the 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)

## Your policy wording

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

The insurer that your contract is with is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that 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.

Your policy includes:

- the policy wording in this booklet
- the current certificate of motor 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 to death, injury, loss or damage happening in or between Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance Limited



Phil Bradley  
Chief Executive

AXA Insurance Limited

Registered number 136155

Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

## General conditions

You must keep to the following conditions to have the full protection of your policy. If you do not keep to them, we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim we pay.

### 1 Cancelling the policy

To cancel the policy, return your certificate of insurance with a written request to your Broker.

If you have not claimed or there is no incident that is likely to result in a claim during the current period of insurance, we will work out a refund on the following basis:

- We will work out the percentage of premium for the period you have been insured and refund any balance after a £40 administration fee has been taken away
- If you cancel within the first 14 days after receiving the policy documents within the first year of insurance, we will refund your full premium, providing no claims have been made on your policy.

We will not refund any premium which is less than £12 after we charge a £40 administration fee.

If you have made a claim or there has been any incident that is likely to result in a claim during the current period of insurance, we will not refund your premium.

We will not refund your premium if you are paying it under an instalment scheme (unless we are paying back any over-payment).

We can cancel this policy immediately if you do not pay the premium or you miss a payment under an instalment scheme. You must send us the certificate of insurance.

We may cancel this policy by giving you 7 days' notice by registered letter to your last known address and to the Department of the Environment for Northern Ireland.

Subject to the return of the Certificate of Motor Insurance, we will refund an amount of premium proportionate to the unexpired period of the policy.



It is important you know that we may have to settle claims without your permission.

## 2 Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building society account, you must keep your payments up to date. If you do not pay by instalments, we will withdraw the option to pay by instalments or cancel the policy (or both).

In the event of a claim in the current period of insurance, you must pay the full yearly premium. We have the right to deduct any premium owed to us from any claim we may pay.

## 3 Handling claims against you

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

## 4 Changes to your policy

You must tell us immediately about any:

- change of car or any other vehicle you buy or take ownership of, change of address and/or occupation
- convictions, pending prosecutions or any penalty points which apply to you or any other driver of your car
- person permitted to drive who has had any restriction placed on the term of their licence for medical reasons by the DVLANI
- modifications or alterations to your vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts
- change in use or in the main user, or
- other important changes.

If you are not sure whether or not certain facts are important, please contact your Broker. The premium we quote you for any change to your policy will include a £22.50 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.

## 5 Claims procedure

If there is an accident, you must immediately do whatever you can to protect the car and its accessories. 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. 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 before you reply to them.

If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing.

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 any information and help we need.

You should not take any action that is likely to prejudice our rights as your Insurer to validate a claim presented under your policy.

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 Police.

You must give us or our appointed representative all information and assistance required.

## 6 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, car windows and sun roofs are locked and security devices activated when your car is unattended
- tyres on your car are within the legal requirements
- you put personal belongings in the boot when your car is unattended
- you have a valid MOT certificate where appropriate. If you do not do so, we reserve the right not to pay the claim.

## 7 Other insurance

If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

## 8 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 get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

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 get that payment back from you or from the person responsible.



Insurance fraud is a crime and penalises innocent drivers.

## 9 Misrepresentation and Deception

### Definitions:

- Misrepresentation is when someone makes a false statement to another person to encourage that person to enter into a contract
- 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 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
- makes a claim under the policy, knowing the claim is false or misleading, or
- makes a claim for any loss or damage you caused deliberately or was caused with your consent.

**This action applies 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 under the policy
- We will not return your premium
- We may let the appropriate law enforcement authorities know about the circumstances.

**If you commit a fraudulent act against AXA Insurance then we may:**

- cancel that policy or declare it void from inception
- cancel that policy immediately and return any premium owed to you
- not pay any claims that has been or will be made under that policy
- be entitled to recover from you the total amount of any claim already paid under that policy including any recovery costs
- Inform the Police of the circumstances.

**10 Arbitration**

Any disagreement that we have with you and that we cannot settle between us may be referred to the Financial Ombudsman Service (see on page 4 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.

Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators in Ireland.

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.

**11 Keep to the policy conditions**

We will only provide the insurance described in this policy if:

- the information you gave on your proposal form and declaration is correct and complete, and
- you or anyone claiming protection has kept to all its conditions.

## **12 Drugs and alcohol**

If your vehicle is involved in an incident and arising from its use, you or any person insured is convicted of a driving offence involving alcohol or drugs, then cover under section 1 will not apply.

We reserve the right to recover under section 1 any amounts we have paid to cover any claims from the accident from you or any person driving.

## **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 or damage to your car

This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.

#### What is covered?

We will pay for:

- loss of or damage to your car, and its accessories while in your car, up to the market value of your car
- the reasonable cost of protecting and removing your car to the nearest competent repairer, and
- if your car is repaired, the reasonable cost of delivering your car back to your address in Northern Ireland.

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 to you or the legal owner if we are told that your car belongs to someone else.

We will choose which option is appropriate.



Using an AXA Approved Repairer will save you time and money.

If we choose to repair your car but you choose not to use an AXA Approved Repairer:

- we will not provide you with a courtesy car for the duration of repairs, 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 are 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 you notify us after 48 hours, we will determine the amount we deem reasonable to pay you for these fees.

If your car is stolen and is not found or, after it is found is not worth repairing, we will pay you the market value of your car, including accessories and spare parts at the time they are lost, stolen or damaged.

We will also cover accessories and spare parts of your car, which are in your private garage at the time of the loss or damage. 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.



Get your car repaired in an AXA Approved Repairer and we will provide you with a replacement car.

### **Courtesy Car**

If you have comprehensive cover, 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 locks and alarms for your car if the keys for it are stolen from:

- your home, if force and violence has been used to get into or out of your home.

We will not pay:

- if your keys are stolen by deception or fraud or taken by a member of your family who normally lives with you
- any loss where the keys are recovered before the locks and alarms are replaced
- for any loss if you do not report the theft of keys immediately to the Police or proper Police Authority. You will need to provide written proof that you have given this notice.

## Personal Accident

If you, or any member of your family normally living with you, suffer accidental bodily injury in direct connection with your car, or while getting into or out of or travelling in any other car and the injury results directly and independently of any other cause within 3 months in the following, we will pay the relevant benefit:

Benefit	
Death	£5,000
Total and irrecoverable loss of sight in an eye	£5,000
Loss by severance of an entire hand or foot	£5,000

The maximum payment for any person is £5,000.

Payment for death benefit will be made to the deceased's personal representative.

We will only pay benefits if a claimant is aged between 16 and 75 years at the time of injury.

A claim under this section will not effect your no-claims discount.



You've paid good money so please take the time to understand what you've bought

## Personal Belongings

We will pay you up to £250 for personal belongings carried in your car if they are lost or damaged caused by 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, or
- theft of personal belongings if carried in an open-top or convertible car unless they are kept in the boot.

### Satellite Navigation Equipment

We will pay you up to £250 for damage to Satellite Navigational Equipment caused by accident, fire, theft or attempted theft provided that equipment is fitted by the manufacturer or authorised dealer as original equipment for the vehicle.

A payment under this section will not affect your no-claims discount.

### 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 it was damaged. As part of settling your claim, your car will become our property and you must send us the vehicle licensing document.

### 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.

### 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. Your excess will have to be paid.

**Conditions:**

We will need:

- the vehicle registration number and the make and model of the car, 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.

When you claim, you may have to pay your excess. Also, 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.

This promise is for comprehensive policyholders only.



You can reduce your excess by £100 if you use an AXA Approved Repairer!



We don't want any misunderstanding, so the things we don't cover are clearly shown in PURPLE against a light-purple background.

## **What is not covered under this section of the policy.**

### **1. Compulsory Excess**

A £100 excess applies to all claims under Section 1 - Loss or damage to your car, other than when

- Loss or damage is caused by fire, lightning, explosion, theft or attempted theft
- Vehicle is deemed a total loss as a result of an accident and subsequently written off by an AXA Engineer.

This excess is reduced to Nil when an AXA Approved Repairer is used.

### **2. Young Driver Excess**

If the driver at the time of the accident is aged 17 to 20 years, a compulsory excess of £250 will apply, other than when:

- Loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

### **3. Voluntary Excess**

- Only available when cover is Comprehensive
- A voluntary excess ranging from £50 to £500 can be selected by you
- The voluntary excess will not apply to fire, lightning, explosion, theft or attempted theft claims.

### **General conditions:**

- The total excess payable is a combination of Compulsory, Young Driver and Voluntary Excess
- We will not pay an excess even if you were not at fault
- We will not seek on your behalf to recover an excess from another person
- Please refer to your schedule to see what excess applies to your policy.

### **You are also not covered for the following under Section 1:**

- Loss of use or any other resulting loss
- Reduction in your car's value because it has been repaired
- Wear and tear
- Mechanical or electrical failure, breakdowns or breakages
- The cost of hiring another car
- The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage took place
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident
- 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 the car was taken by a member of your family or household or taken by an employee or ex-employee of the owner of the car unless you can provide us with written confirmation of notifying the Police of the theft and assist the Police in the investigation of the theft
- Loss or damage to your car's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date
- 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
- Loss or damage as a result of incorrectly fuelling your car or from the use of sub-standard fuel, lubricant or parts
- The cost of importing parts or accessories for your car from outside the European Union
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives
- Parts or accessories more than 5% or £650 of the value of your car (whichever is the lesser) unless the equipment was fitted by the manufacturer or authorised dealer as original equipment in accordance with their standard specification for the vehicle. This includes radios, car phones, audio or similar equipment
- Loss or damage to your car when it is being driven by a driver for whom you have chosen to limit cover to 'liability to others' only
- The VAT (value added tax) in connection with the vehicle on any repair or replacement if you are registered for VAT

- Loss or damage to your car, if car is being driven by a person who holds a provisional licence, and does not meet the requirements of that licence
- Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

## 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. We will cover the cost of replacing or repairing broken or damaged windscreens, windows or glass in the sunroof of your car, and scratches to the bodywork caused by the glass breaking.

We may use glass that has not been made by the car's manufacturer, but will be of similar standard.

#### Limit of cover

If you use an AXA Approved Windscreen Supplier, cover will be unlimited. If you use your own repairer, cover will be limited to £150.

In addition, an excess of £75 will apply where glass is replaced. No excess applies if glass is repaired.

We will only pay you the market value of the car or the value of the broken glass - whichever is lesser.

#### What is not covered under this section of the policy

- 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, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound
- The extra cost of replacing non-standard glass
- Loss or damage from using your car in a rally, competition or trial
- The cost of importing parts or accessories for your car from outside the European Union
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives
- Any more than two claims under this section during the period of insurance
- The cost of any repair or replacement to vehicles temporarily covered under the policy.

## Section 3

### Medical expenses and emergency treatment

We will pay:

- (a) If you, your driver or a passenger in your car suffers accidental bodily injury while travelling in your car up to £200 to each person 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 caravan, trailer or a broken-down vehicle if this is allowed by law.

#### **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 vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.

## Section 5

### Liability to others

**This section of the policy applies to damage or injury happening in Europe unless otherwise stated.**

#### 1a Cover for you

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

We will also pay up to £20 million if you legally have to pay damages, costs and expenses as a result of negligently using your car and any trailer or caravan being towed by it if you cause accidental damage to property belonging to other people.

#### 1b 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 in 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 agreement
- it is shown that this cover applies in your certificate of insurance
- you have the owner's permission to drive the car, and
- the vehicle 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 and Ireland only.

This extension applies only to private passenger vehicles. It does not include:

- Vans
- Car-vans
- Jeep-type vehicles with no seats in the back, or
- Vans adapted to carry passengers.

## 2a 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 we give you under 1a:

- 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.

## 2a 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 we give you under 1a:

- 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.

## 2b 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.

## 3 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 Ireland or the UK
- The most we will pay is £1,000.



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

**What is not covered under this section of the policy.**

- Anyone driving your car who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence
- Anyone who is insured under another policy
- 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
- 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 keep to 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
- Anyone driving, or in charge of your car, who holds a provisional licence and does not meet the requirements of that licence.

## Section 6

### Foreign use



Going to Europe?

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

#### What is not covered under this section

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

If you are unfortunate to have an accident, please contact us at 0345 828 2823.

## Section 7

### Our right of recovery

If by law we have to make a payment that would not be covered under this policy, you will have to refund the amount to us.

## Section 8

### No-claims discount



If you need to make a claim, you could lose some or all of your 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 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. We will not discount any premiums for any optional extra cover.

If we make payments that we have not claimed back from another person, the claim will count against your no-claims discount even if you were not at fault. We may decide not to claim back from another person, or may claim without success.

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.

NCD years at start of current period of insurance	NCD years at next renewal date		
	1 claim	2 claims	3 + claims
0 years	0 years	0 years	0 years
1 years	0 years	0 years	0 years
2 years	0 years	0 years	0 years
3 years	1 years	0 years	0 years
4 years	2 years	0 years	0 years
5+ years	4 years	2 years	0 years

#### 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 get back in full and
- payments for personal belongings and replacement locks.

We will ask you to renew this policy before the renewal date.

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.

## 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 in a three-year period.

**No claims discount protection is only available if you have 5 or more years no claims discount.**

**Your schedule will show if you have this cover which is available for an additional premium.**

No claims discount (NCD) 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 discount protection allows you to make one or more claims before your number of no claims discount years falls. Please see the step-back procedures for details.

You can pay an extra premium to protect your no claims discount. This allows you to make up to two claims in a three year period without reducing your no claims discount.

We will treat a third claim as one claim and we will reduce your no claims discount in line with the step-back scale applicable at the time of renewal. Once you make a third claim, we will remove the protection for later claims and you will not qualify for protection for at least three years.

Although you can protect your no claims discount, your premium may increase if:

- you make unreasonably large or excessive claims
- you receive motoring convictions, or
- we decide it is necessary for any other reason.

The tables below show: (i) the average NCD awarded to AXA motor insurance policyholders last year according to their number of NCD years; and

NCD Years	0	1	2	3	4	5 or more
NCD %	15%	45%	55%	62.5%	70%	72%

(ii) what would happen to your NCD years if you were to make one or more claims in the next 12 months with and without this protection.

**No claims discount at next renewal date without NCD protection**

Number of years no claims discount for this period of insurance - 5

Number of claims in the next 12 months	Your number of years no claims discount will move to
1	4
2	2
3	0
4	0

**No claims discount at next renewal date with NCD protection**

Number of claims in a three year period	Your number of years no claims discount will move to
1	5
2	5
3	3
4	1

## General exceptions



If you do not understand something, please ask us.

- 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 you and you do not have a licence, or if you have had a licence, are disqualified from driving or getting a licence
  - is being driven with your permission by any person who you know does not have a driving licence or who you know to be disqualified from driving or getting a licence
  - 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 you and any insured person is convicted or has a prosecution pending for an offence involving alcohol or drugs
  - b) you or any insured person is driving while unfit to do so due to alcohol or drugs; or
  - c) you or any insured person is 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.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 any person driving must repay all the amounts we have paid to cover any claims arising from the accident; and
  - iii) we may cancel your policy.

We have the right under section 1, to recover all amounts we have paid to cover any claims arising from the accident from you or any person driving.

- 3 This policy does not cover anyone who does not meet 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 had that liability 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 or any part of it.
- 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
  - b) Any government, public or local authority legally taking or destroying your property
  - c) Any act of 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 This policy document replaces any previous policy documents issued by us.

## **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.

Customers in Northern Ireland, 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 questions or complaints  
contact your Broker

For help with claims, ring us on  
**0345 828 2823**



Corporate member of  
Plain English Campaign

**308**

**Committed to clearer communication**

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