



**M I D A S**

Commercial  
Vehicle  
Insurance (NI)

Policy Wording

You must read this document in conjunction with your policy schedule and Certificate of Insurance.

If any information contained in these documents is incorrect, please contact your Broker immediately. You must also notify your Broker of any other alterations required to your policy as soon as possible.

**If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure on page 7 of this policy booklet.**

## **Contract of Insurance**

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Thank you for choosing to insure with Midas Underwriting Ltd on behalf of AXA Insurance dac. This document, together with your policy schedule and Certificate of Insurance, is a legally binding contract of insurance between you and us and does not provide anyone else with rights to enforce any part of this contract.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and in any endorsements attached for the period for which you have paid our premium. This insurance applies within the territorial limits unless we specify otherwise.

This contract is subject to Northern Ireland law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

### **Main Insurer Statement**

AXA Insurance dac is authorised and regulated by the Central Bank of Ireland. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

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## Definitions

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The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore you must refer to this section where such words or phrases appear.

**Accessories and spare parts** - standard parts or products specifically designed to be fitted to your vehicle. Some accessories may be classed as modifications therefore you must notify your Broker of any alterations to your vehicle.

**Broker** - a representative authorised by us to sell and administer our insurance policies.

**Certificate of Insurance** - a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured vehicle, how they may use it and the period of time over which the policy cover applies.

**Civil partner** - the person who you have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004. A civil partnership is a formal arrangement that gives same sex partners the same legal status as a married couple.

**Compulsory excess** - the contribution which you must make towards a claim on this policy.

**Endorsements** - statements which are contained in your policy schedule which may change, replace or extend the terms of this policy.

**Garage** - a permanent enclosed four-sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance which is your private property (i.e. not a communal parking facility).

**Green Card** - a document which is required by certain countries that are not part of the European Union and provides evidence that minimum insurance cover exists as required by law in order to drive in that country

**Market value** - the cost of replacing your vehicle with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in your policy schedule.

**Midas Underwriting Ltd** - a managing agent which is authorised and regulated by the Financial Conduct Authority Firm Reference Number 303525. Midas Underwriting Ltd is a company incorporated and registered in England and Wales (company number 04040230) which has its registered office at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL.

**Minimum cover** - the minimum level of cover provided to satisfy the current Road Traffic Act, or equivalent legislation, in respect of liability for the death of or injury to other people and damage to their property.

**Partner** - a relationship between two people who are not married but live together as a married couple.

**Period of Insurance** - the period of time specified in your policy schedule during which this policy is effective and for which you have paid or have agreed to pay the premium.

**Policy schedule** - a document which states the details of you, your vehicle, the insurance cover in force and any endorsements which apply to the policy.

**Pro-rata** - where a calculation is made proportionately.

**Road Traffic Act** - the law which governs the driving or use of any motor vehicle within the United Kingdom.

**Signage** - professional sign-writing, digital printing, graphics, logos or other specialised artwork fitted to your vehicle.

**Territorial limits** - England, Northern Ireland, Scotland, Wales, the Republic of Ireland, the Isle of Man and the Channel Islands.

**Voluntary excess** - an amount which you have chosen to pay towards a claim on this policy in addition to the compulsory excess which applies.

**We/us** - Midas Underwriting Ltd on behalf of AXA Insurance dac.

## **Definitions – continued**

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**You/your** - the person named as the 'insured' or 'policyholder' on the policy schedule and Certificate of Insurance.

**Your vehicle** - any motor vehicle which is stated on your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance. In Section 2 this also includes your vehicle's standard accessories and spare parts whether in or on your vehicle or stored in your locked private garage.

## Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in your policy schedule:

Section Name	Cover Applicable		
	Comprehensive	Third Party Fire and Theft	Third Party Only
Section 1 – Liability to Others	Yes	Yes	Yes
Section 2 – Loss of or Damage to Your Vehicle			
A. Accidental Damage	Yes	No	No
B. Malicious Damage and Vandalism	Yes	No	No
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No
D. Theft or Attempted Theft	Yes	Yes	No
Section 3 – Glass Cover	Yes	No	No
Section 4 – Replacement Locks	Yes	No	No
Section 5 – Foreign Use	Yes	Yes	Yes
Section 6 – No Claim Bonus	Yes	Yes	Yes

The sections entitled 'General Exclusions' and 'General Conditions' within this booklet apply to the whole policy.

Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.

## Making a Claim

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What to do in the event of an accident, fire or theft

- 1 Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.
- 2 Contact our UK based 24/7 claims assist line on 03458 28 28 23.
- 3 Please have your policy number ready when contacting us.

**Please note:** if your vehicle has been involved in an incident involving theft, attempted theft, malicious damage or vandalism then you must also notify the police immediately and obtain a crime reference number.

If you have Comprehensive cover and have been involved in an accident, we will arrange for the repair of your vehicle with one of our approved repairers and:

- Collect your vehicle from your home or place of work if the vehicle cannot be driven
- Supply a courtesy car whilst your car is being repaired (subject to availability and if your vehicle is not beyond economical repair)
- Guarantee all repairs for three years.

**Important** - the above features are only available in NI through our approved repairer network.

### Making a glass claim (Comprehensive policyholders only)

If you have suffered damage to your front/rear screens or side glass, please contact

AXA Claims on 03458 28 28 23.

Please also note:

- You must pay the standard compulsory windscreen excess of £75 (per claim) for replacement glass or screen, provided you use our approved supplier.
- If you do not use our approved supplier, cover will be restricted to £100 after deduction of your excess. There will be an excess of £ 10 to pay if the glass or screen can be repaired.

Cover excludes repair or replacement of a sunroof or other roof glass.



## Customer Complaint Procedure

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All you need to do is contact;

1. your Insurance Intermediary or AXA at 0345 3995346, if your complaint is in connection with your policy, or the AXA Claims Action Line at 03458 282823, if your complaint is in connection with a claim.

2. You can also refer your complaint to a Team Leader or Manager.

3. If your complaint cannot be resolved at this stage, you can contact our Customer Care Department at AXA Insurance Freepost BEL 2531 , Belfast BT1 1 BR (Telephone 0800 039 1970) or e-mail to [axacustomer@axa.ie](mailto:axacustomer@axa.ie).

Your complaint will be logged and acknowledged. Your complaint will be fully investigated and a response will be issued to you within 7 days. Following this procedure will not affect your right to take legal action.

If we have given you our final response and you are still dissatisfied you may be able to refer your case to the Financial Ombudsman Service (FOS) Insurance Division, Exchange Tower, London E14 9SR. Please note, you have six months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your right to take legal action.

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider your complaint if we have provided you with written confirmation that our internal complaints procedures have been exhausted.

Customer Helpline: Monday to Friday - 8am to 8pm and Saturday - 9am to 1 pm.

Telephone 0800 023 4567 (calls to this number are now free on mobile phones and landlines) or 0300 123 9 123 (calls to this number cost no more than calls to a 01 and 02 number). These numbers may not be available from outside the UK, so please call from abroad on +44 20 7964 0500. Alternatively send an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Our promise to you:

We will:

- acknowledge written complaints promptly;
- keep you informed of progress;
- investigate quickly and thoroughly;
- do everything possible to resolve your complaint.

## **Section 1 – Liability to Others**

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### **What is covered under this section**

#### **1.1 Driving your vehicle**

We will insure you against the amounts that you are legally liable to pay, including legal costs and damages, in the event of:

- Death of or bodily injury to other people;
- Damage to their property;

as a result of an accident in which any of the following occurs:

- i. Whilst you are driving, using or in charge of your vehicle;
- ii. Whilst any other person is using, driving or in charge of your vehicle, provided that they are permitted to do so as shown on your current Certificate of Insurance and that they have your permission;
- iii. Whilst any person is using (but not driving) your vehicle with your permission, providing that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
- iv. Whilst any passenger is travelling in, or getting into or out of your vehicle;
- v. Whilst you are towing a trailer, caravan or broken-down vehicle which is securely attached to your vehicle.

The maximum amount we will pay under Section 1 in respect of property damage is £5,000,000 for any one claim, or a number of claims arising out of the one incident including all associated costs and expenses.

#### **1.2 Legal personal representatives**

We will insure the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

#### **1.3 Legal defence costs**

Provided that an incident occurs which is covered by this policy and we agree in writing first, we will pay for the legal representation of you or any other person we insure under this policy:

- i. At a coroner's inquest, fatal accident inquiry or UK magistrates' court;
- ii. Against prosecution for manslaughter or for causing death by careless or dangerous driving.

## Section 1 – Liability to Third Parties – Exclusions

### What is not covered under this Section

- Death of or injury to the person driving your vehicle or in charge of your vehicle for the purpose of driving;
- Loss of or damage to your vehicle or any other vehicle that is in your care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by, or in the care, custody or control of, you or any other person insured by this policy;
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where we must meet the requirements of the current Road Traffic Act;
- Liability for death, injury, loss or damage that arises beyond the limits of the carriageway in respect of the bringing to or taking away the load from your vehicle by any person other than your driver or attendant;
- Liability for death, injury, loss or damage that arises out of the use of any tools, goods or personal belongings carried in or on your vehicle.

## Section 2 – Loss of or Damage to Your Vehicle

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### What is covered under this Section

We will indemnify you for loss or damage to your vehicle caused by an event listed below, provided that your Policy shows such an event is covered:

- A. Accidental damage;
- B. Malicious damage and vandalism;
- C. Fire, self-ignition, lightning or explosion;
- D. Theft or attempted theft.

Please refer to your policy schedule for the level of cover shown and then to the 'Summary of Cover' section on page 6 for details of which events your cover includes.

If you need to report a claim to us, please refer to the section entitled 'Making a Claim' on page 7 of this booklet for further information.

If your vehicle has been stolen or damaged by attempted theft, or suffered malicious damage or vandalism then you must notify the police immediately and obtain a crime reference number.

In the event of a vehicle being stolen but not recovered we will not issue a settlement cheque until a period of 28 days has passed.

### 2.1 Damage

We will pay for the cost of repairing damage caused to your vehicle as a direct result of an event shown above provided that all of the following applies:

- i. This policy covers the event (as above);
- ii. You adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- iii. We deem the cost of repairing your vehicle to be economical.

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.

As an alternative to repairing your vehicle, we may deem it appropriate to either replace your vehicle with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.9 and 2.10).

## **Section 2 – Loss of or Damage to Your Vehicle - continued**

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### **2.2 Total Loss**

We will normally declare your vehicle a total loss:

- If we deem the cost of repairing your vehicle as uneconomical; or
- If your vehicle has been stolen and not recovered.

If your vehicle is declared a total loss as a direct result of an insured event (as above), we will offer you a monetary amount as compensation. The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.9 and 2.10). If you owe us an outstanding amount under this policy when the claim has been made, you must pay this amount in full before we can settle the claim.

Once you have accepted our offer, your vehicle will become our property and you must surrender your current Certificate of Insurance to us along with any other documentation we may request before we pay you the agreed amount. We will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

We may give you, at our discretion and if the current regulations allow, the option of retaining the vehicle salvage subject to a deduction from the compensation amount we offer you.

### **2.3 Vehicle service/repair**

We will provide the same level of cover that your policy has under Section 2 whilst your vehicle is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

### **2.4 Vehicle recovery & storage**

We will pay for the reasonable cost of transporting your vehicle to a repairer near to its location if it is damaged following an accident and cannot be driven provided that the damage is covered by this policy.

We will pay for the reasonable cost of storing your vehicle if it is damaged provided you inform us of its known location immediately, seek prior consent from us and that the damage to the vehicle is covered by the policy.

### **2.5 Ownership of your vehicle**

If your vehicle is subject to a hire purchase or lease agreement and is declared a total loss, any payments we make will instead be made to the finance or leasing company as specified on your contract with them.

The maximum amount we will pay is the market value of your vehicle, less any policy excess which is applicable (see Sections 2.9 and 2.10). If there is still an amount owing to the finance or leasing company after we have settled your claim, then you are responsible for this amount.

### **2.6 New car replacement**

We will pay towards the cost of replacement signage following an incident in which your vehicle has been damaged and a valid claim is made under this section of the policy.

The maximum amount we will pay under this section is £500 for any claim arising out of the one incident

### **2.7 Audio equipment**

We will pay towards the cost of replacing the audio equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the audio equipment was permanently fitted to your vehicle.

If the equipment is not part of the vehicle manufacturer's original specification the maximum amount we will pay under Section 2.7 is 10% of your vehicle's market value up to a maximum of £500 for any claim arising out of the one incident.

## Section 2 – Loss of or Damage to Your Vehicle - continued

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### 2.8 Satellite Navigation equipment

We will pay towards the cost of replacing the Satellite Navigation equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the Satellite Navigation equipment was permanently fitted to your vehicle.

If the equipment is not part of the vehicle manufacturer's original specification the maximum amount we will pay under this section is £500 for any claim arising out of the one incident.

### 2.9 Compulsory and voluntary policy excess

If any claim is made under Section 2 you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. If no amount is stated, you must pay the first £150 towards any claim. This excess is reduced to Nil when an AXA Approved Repairer is used.

If you have chosen to pay a voluntary excess, this amount is in addition to the compulsory policy excess which applies.

### 2.10 Young and inexperienced drivers

If your vehicle is damaged whilst a young or inexperienced driver is driving (if permitted to do so as shown on your current Certificate of Insurance), you must pay the first amount of any claim as shown below:

<b>Drivers</b>	<b>Amount</b>
• Under 21 years of age	£350
• Between 21 and 24 years of age	£150
• 25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months	£150

The above amounts are in addition to the compulsory policy excess and any voluntary excess which applies but does not apply when the damage is caused as a result of fire or theft.

## Section 2 – Loss of or Damage to Your Vehicle – Exclusions

### What is not covered under this Section

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of your vehicle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of your vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to your vehicle caused by filling its fuel tank with the incorrect fuel;
- Loss or theft of petrol or diesel fuel;
- Damage caused by the freezing of liquid in the cooling system of your vehicle unless you have taken all reasonable precautions;
- Loss of or damage to your vehicle caused as a result of its legal impounding or destruction by order of any government or public authority, or taken and returned to its rightful owner;
- Loss of or damage to your vehicle which was caused deliberately by you or any other person insured on this policy;
- Loss or damage to any caravan trailer or any item being towed;
- Cost of hiring an alternative vehicle;
- Loss of or damage to your vehicle if it is taken, used or driven by a spouse or civil partner, partner, boyfriend or girlfriend, employee or ex-employee, member of the family or household of a permitted driver unless they are a named on and driving in accordance with your Certificate of Insurance and with your permission;
- Loss of or damage to your vehicle if it is involved in a theft or attempted theft or has suffered from malicious damage or vandalism and the incident has not been reported to the police and a crime reference number obtained;
- Loss of or damage to your vehicle by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by you accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to your vehicle if it is unoccupied and any of the following applies:
  - i. It has been left unlocked;
  - ii. It has been left with the keys in, on or in the vicinity of the vehicle;
  - iii. It has been left with any of the windows or sunroof open;
  - iv. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, your vehicle if damaged or in an un-roadworthy condition;
- Any reduction in the value of your vehicle following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of your vehicle if they have not been damaged;
- The cost of repairing or replacing any non-standard parts or equipment fitted to your vehicle that has not been disclosed to us and agreed as covered by our Underwriters;
- Damage to your vehicle's windscreen or window glass under this section of the policy;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle;
- Damage to any tools, goods or personal belongings carried in or on your vehicle;
- Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage;
- Any Value Added Tax (VAT) amounts when you are VAT registered;
- Costs which exceed the market value of your vehicle or the value declared on your policy schedule if the market value is more.

## Section 3 – Glass Cover

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### What is covered under this Section

We will pay for the replacement or repair of:

- i. The windscreen of your vehicle following accidental damage, vandalism, theft or attempted theft;
- ii. The side and rear windows of your vehicle following accidental damage, vandalism, theft or attempted theft.

### What we will pay

- Cover is unlimited if you use our approved supplier, for repair or replacement glass;
- If you do not use our approved supplier, the maximum amount we will pay is £100 after we have deducted your excess (please see "What you must pay" below).

If you need to report a glass claim please call **03458 28 28 23**.

### What you must pay

An excess of £75 applies if the windscreen is replaced;

An excess of £10 applies if the damaged windscreen is repaired, not replaced

Claims made under Section 3 only will not affect your no claim bonus.

### What is not covered under this Section

- The policy excess which applies under this section of the policy;
- Repair or replacement of the sunroof and/or glass roof panels of your vehicle;
- Repair or replacement of lights and reflectors.

## Section 4 – Replacement Locks

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### What is covered under this Section

If your keys and/or lock transmitter of your vehicle are lost or stolen, we will pay towards the cost of replacing:

- i. The door locks;
- ii. The ignition and steering locks;
- iii. The lock transmitter and central locking interface.

The maximum amount we will pay under Section 4 is £300 following any one incident. Claims made under Section 4 only will not affect your no claim bonus.



## Section 5 – Foreign Use

### What is covered under this Section

#### 5.1 Minimum cover

We will provide the minimum cover which is required by law in:

- Any country which is a member of the European Union; and
- Any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Community Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 72/166/CEE).

The following table shows which countries the above currently applies to:

Austria	Estonia	Italy	Poland
Andorra	Finland	Latvia	Portugal
Belgium	France	Liechtenstein	Romania
Bulgaria	Germany	Lithuania	Slovakia
Croatia	Greece	Luxembourg	Slovenia
Cyprus	Hungary	Malta	Spain
Czech Republic	Iceland	Netherlands	Sweden
Denmark	Ireland	Norway	Switzerland

A green card is no longer required if you travel to any of the above countries and you must instead take your current Certificate of Insurance with you as evidence of compulsory insurance cover.

We do not normally provide cover in any other country outside of those named above; however, we will consider doing so provided that all of the following applies:

- i. You refer this to your Broker in advance of travel;
- ii. We agree to cover you in the countries concerned;
- iii. You pay any additional premium we require for providing this cover.

If we agree to your request we will issue you with a Green Card as legal evidence of cover.

The cover provided under Section 5.1 is the minimum required by law in the country you are visiting from those stated above or any other country we agree to. Where this cover is less than the minimum cover provided in the United Kingdom, then the minimum cover required in the United Kingdom will apply.

Please note that the above information may change, therefore you must check the latest information with your Broker before you travel.

## **Section 5 – Foreign Use - continued**

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### **5.2 Extended cover**

We will insure your vehicle for the same level of cover as shown in your current policy schedule in any of the countries as set out in Section 8.1 provided that all of the following applies:

- i. That travel is for Social, Domestic and Pleasure purposes only;
- ii. That your permanent residence is within the territorial limits;
- iii. That your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits;
- iv. That travel outside of the territorial limits is of a temporary nature (such as a holiday) and does not exceed 90 days in any one period of insurance.

#### **5.2.1 Vehicle transportation**

Cover also applies when your vehicle is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

#### **What is not covered under this Section**

- Loss of or damage to your vehicle whilst outside of the territorial limits if your vehicle is being used for business purposes;
- Loss of or damage to any personal belongings or other property carried in or on the vehicle.

## Section 6 – No Claim Bonus

### If a claim has not been made

If a claim has not been made against this policy by the expiry date of the current period of insurance, we will award a discount on your renewal premium for the next period of insurance.

Please note that your no claim bonus entitlement is not transferable to any other person.

### If a claim has been made

If a claim has been made against this policy during the current period of insurance, we will reduce your no claim bonus entitlement as per the applicable scale below:

#### If your no claim bonus is NOT protected:

NCB level before a claim	NCB level at next renewal following:	
	1 claim	2 claims or more
4+	2	0
3	1	0
2	0	0
1	0	0
0	0	0

#### If your no claim bonus IS protected:

If you have paid for this option and it is shown in the endorsements section of your policy schedule, your no claim bonus entitlement is protected unless more than two claims are made against this policy within three continuous periods of insurance. If more than two claims have been made within this period then your no claim bonus will be reduced as per the scale below:

Current NCB level	NCB level at next renewal following:	
	3 claims in the last 3 years	4 claims or more in the last 3 years
5+	2	0

If a claim is made on your policy after we have confirmed your renewal premium but before the expiry date of the current period of insurance, we are entitled to take back any additional discount given to you and also reduce your no claim bonus entitlement in accordance with whichever of the above scales apply.

## General Exclusions

### Use and Drivers

We will not pay for any loss, damage or liability caused in any of the following circumstances whilst your vehicle is being used, driven or in the charge of:

- i. For a purpose not specified or permitted on your Certificate of Insurance;
- ii. In any race, rally, competition, trial or similar motoring event;
- iii. On any race, rally, test circuit or on any off-road course or ground;
- iv. By any person who is not stated in the "persons or classes of persons entitled to drive" section on your Certificate of Insurance unless your vehicle has been stolen;
- v. By any person who does not hold a driving licence or is disqualified from driving;
- vi. By any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
- vii. With a load or a number of passengers which is unsafe or illegal;
- viii. When carrying a load which is not secure.

### Other Contracts

We will not pay for any liability you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist.

### War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- ii. Earthquake;
- iii. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, we will provide any liability that is required under the current Road Traffic Act.

### Nuclear/Radioactive Contamination

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- ii. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

### Pollution

We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination.

### Hazardous Goods

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

### Airport Use

We will not pay for any loss, damage or liability arising whilst your vehicle or any other vehicle covered by this policy is in:

- i. Any place where aircraft take off, land or park including any associated service roads;
- ii. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

## **General Exclusions - continued**

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### **Sonic Bangs**

We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **Criminal Acts**

We will not pay for any loss, damage or liability caused whilst your vehicle is being used by you or any other insured person for any criminal activity.

## **General Conditions**

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### **Your duty**

We will only provide the cover as set out in this policy if:

- i. You and any other person insured by this policy keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
- ii. All of the information provided on the proposal form or statement of fact declaration on which this policy is based is complete and correct to the best of your knowledge, that all information relevant to your policy has been disclosed to us in full, and that you have not deliberately or negligently misrepresented any such information you have supplied.

If any of the above conditions are not met then we may refuse to pay any claim you attempt to make and we may also void or terminate your policy.

### **Motor Insurance Database**

It is a condition of this policy that you must inform your Broker immediately if you either change the vehicle insured on this policy or change the registration number of the vehicle insured on this policy for entry on the Motor Insurance Database.

Please note that any breach of this condition may result in the cancellation of your policy or the non-payment of a claim.

### **Safety and security of your vehicle**

You, and any other person insured by this policy, must take all reasonable precautions to:

- i. Keep your vehicle in a safe and roadworthy condition;
- ii. Protect your vehicle from loss or damage;
- iii. Ensure your vehicle has a valid MOT test certificate if required to do so by law.

### **Drink and Drugs**

If an accident occurs and as a result, you or any other person entitled to drive under this policy is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs, then cover under section 2 will not apply. We reserve the right to recover under section 2 any sums paid following such an incident.

### **Other Insurance**

If any other insurance covers you for the same loss, damage or liability covered under this policy, we will only pay our share of the claim.

## **General Conditions - continued**

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### **Changes in circumstances**

You must tell us of any change in circumstances which are relevant to this policy as soon as possible. Examples of such changes include but are not limited to:

- Changing or selling your vehicle;
- Changing your vehicle registration number;
- Modifying your vehicle from the manufacturer's original specification;
- Changes to the value of your vehicle to that stated on your policy schedule;
- Changing the purpose that your vehicle is used for;
- Changing the drivers that are insured on this policy;
- If any of the drivers insured on this policy are convicted of a motoring or criminal offence (including fixed penalty notices);
- If any of the drivers insured on this policy has their driving licence revoked;
- If any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- If any of the drivers insured on this policy changes occupation or becomes unemployed;
- If you change your address or the address of where your vehicle is kept overnight.

If you do not tell us about any relevant changes then we may not be liable to pay any claim and this policy may no longer be valid.

### **Administration fee**

If you make a permanent change to your policy during the current period of insurance, we will charge you a fee of £15 excluding Insurance Premium Tax to cover our administration costs. If a permanent change is made this fee will be in addition to any alteration in your insurance premium. If the change results in a return premium which is below £15 before our administration fee has been applied, there will be no refund given.

Please note that our fee does not include any administration charge that your Broker may apply.

### **Cancellation**

#### **By us**

We or your authorised Broker may cancel this policy by sending you 7 days notice to your last known address. You must either return the current Certificate of Insurance or submit an Electronic Declaration Form confirming surrender of this document to us or your Broker within seven days of the cancellation date (an Electronic Declaration Form can be obtained from your Broker. Upon receipt of either document we will refund you the unexpired portion of the annual premium provided a claim has not been made in the current period of insurance. If a claim has been made in the current period of insurance then we will retain the full annual premium.

It is an offence under the Road Traffic Act not to return the current Certificate of Insurance or submit an Electronic Declaration Form confirming surrender of this document if this policy is cancelled.

## **General Conditions - continued**

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### **By you**

You may cancel this policy at any time either by returning the current Certificate of Insurance or by submitting an Electronic Declaration Form confirming surrender of this document to us or your Broker (an Electronic Declaration Form can be obtained from your Broker.). If a claim has not been made during the current period of insurance, a refund will be given based on the annual premium on a pro-rata basis may be agreed, however this will be subject to an AXA cancellation fee £40.

Please also note that your Broker may apply an administration fee against any refund due therefore please check this with them.

If a claim has been made in the current period of insurance then we will retain the full annual premium.

### **Cooling-off period - your right of cancellation**

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed. This 14 day period will commence from either the inception date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

If you wish to cancel this policy you must return either the current Certificate of Insurance, an Electronic Declaration Form confirming surrender of this document (as above), or the current covernote to us or your Broker within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have provided plus an administration fee of £25 excluding Insurance Premium Tax.

### **Claims handling**

- i. You must tell us without delay about any event that could lead to a claim.
- ii. You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form.
- iii. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- iv. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim.
- v. We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.
- vi. Should we refuse indemnity in respect of an accident due to any omission, mis-statement or non-disclosure, but have a liability to pay a claim under the Road Traffic Act, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement of all payments we make from you.
- vii. If we are required to pay a claim under the law of any country covered by this policy which we would not otherwise be liable to pay, we will seek reimbursement of any costs from you or the person who incurred the liability.



## General Conditions - continued

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### 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 have 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.

## **Important Notices and Information**

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### **Data Protection Notice**

In this Notice references to We, Us and Our refer to AXA Insurance dac and Midas Underwriting Limited on Behalf of AXA Insurance dac. AXA Insurance dac are part of the AXA Group of companies.

For details of how We use the personal information We collect from you and your rights please view our privacy policy via:

#### **AXA Insurance Dac**

Please visit Our website [www.axani.co.uk/axa-insurance-data-protection](http://www.axani.co.uk/axa-insurance-data-protection) or contact our Data Protection Officer via the Compliance Department, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1, Telephone: +353 (0)1 471 1812, or email us via [Compliance@AXA.ie](mailto:Compliance@AXA.ie)

#### **Midas Underwriting Limited**

Please visit Our website [www.midasuw.com/privacy-policy](http://www.midasuw.com/privacy-policy) or contact Our Data Protection Officer at Midas Underwriting Limited, Quay Point, Lakeside Blvd, Doncaster DN4 5PL or email us via [compliance@midasuw.com](mailto:compliance@midasuw.com).

Your Broker or Agent will have their own uses for your personal data. Please ask Your Broker or Agent if you would like more information about how they use your personal information.

### **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)).

### **Caring For Our Customers**

AXA is committed to providing you with an excellent level of service and customer care. We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected.

To assist you we have outlined our Customer Complaint Procedure below. Our focus is always on solving your problems first, and doing this swiftly. We then take steps to make sure the problem does not happen again. While we are dealing with your issue we promise to keep you informed of what is happening.





M I D A S

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. AXA Insurance dac is regulated by the Central Bank of Ireland.

AXA Insurance dac is authorised and regulated by the Central Bank of Ireland. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

Midas Underwriting Ltd. Registered in England No.4040230

Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire DN4 SPL

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