

To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

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

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report

AXA Car Insurance /



Your policy booklet
August 2012 edition

redefining / standards



Contents

Choice of cover	4
Making a claim	5
Making a complaint	6
<hr/>	
Your policy	8
Definitions	9
General conditions applicable to all parts of the policy	10
Claims conditions	12
General exclusions applicable to all parts of the policy	14
<hr/>	
Part A - Loss and damage	15
Part B - Liability to others	19
Part C - Territorial Limits and Foreign use	21
Part D - Injury benefits	22
Part E - Personal belongings	23
Part F - Additional covers and benefits	24
<hr/>	
Endorsements	26
Important Notes	28

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

Choice of Cover

Comprehensive

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

Third Party Fire and Theft

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

Third Party Only

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

Your policy schedule will show what sections are in force.

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

What is covered

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

What is not covered

This tells you what is not included in your policy.

To help you further...

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

Making a claim

If you need to make a claim or think you do please call our claims team who will immediately take action to help you. To make the claims process quicker please have your policy number to hand and a full description of the incident.

We will keep you informed about how we are progressing with the resolution of your claim. We are committed to dealing with each claim quickly and effectively.

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Making a complaint

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

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

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

Making your complaint

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

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

Contact Details

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

Tel: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one)

- Your policy and/or claim number, and the type of policy you hold
- The name of your insurance agent/firm (if applicable)
- The reason for your complaint

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

Beyond AXA

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

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

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

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0300 123 9123

Fax: 020 7964 1001

e mail:
complaint.info@financial-ombudsman.org.uk

Our promise to you

We will

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

We may record or monitor telephone calls.

Financial Services Compensation Scheme (FSCS)

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

Your policy

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

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

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

For the contract to be valid, all the information **you** have given **us** must be true and complete to the best of **your** knowledge and belief, otherwise **your** policy may not protect **you** in the event of a claim.

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

Important

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

The law applicable to this policy

You are free to choose the law applicable to this Policy. **Your** Policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

Definitions

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

Certificate of insurance

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

Excess/excesses

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

Market value

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

Personal belongings

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

Recommended Repairer

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

Schedule

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

UK

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

We/us/our

AXA Insurance UK plc.

You/your

The policyholder named in the **schedule**.

Your car

Any motor vehicle for which **we** have issued a **certificate of insurance** or a temporary cover note.

General conditions applicable to all parts of this policy

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

If **you** do not comply with them **we** may at **our** option:

- cancel the policy, and/or
- refuse to deal with **your** claim, and/or
- reduce the amount of any claim payment.

1. Cancellation

Statutory cancellation rights

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

AXA Personal Lines Customer Service
PO Box 440
Bristol
BS34 8YQ

You must return your **certificate of insurance** to **us** otherwise **we** will not be able to cancel **your** policy.

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

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

Cancellation outside the statutory period

You may cancel this policy at any time by giving prior written notice to the above address and returning **your certificate of insurance** to **us**.

As long as **you** have not incurred any eligible claims **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

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

Cancellation by us

We reserve the right to cancel the policy by providing 21 days prior written notice by recorded delivery to **your** last known address. Any premium refund will be calculated in accordance with the above.

2. Non payment of premiums

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

3. Taking care of your car

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

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

You must:

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

4. Access to your car

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

5. Keeping to the terms and conditions

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Claims conditions

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

If **you** do not comply with them **we** may at **our** option:

- cancel the policy, and/or
- refuse to deal with **your** claim, and/or
- reduce the amount of any claim payment.

What you must do in making a claim

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

- call the claims telephone helpline **0845 608 0230**.
- do whatever **you** can to protect the car and its accessories.
- take all reasonable steps to recover missing property and to prevent a further incident.
- provide **us** with full details of any other party involved in the incident.
- send us any letters and documents **you** receive in connection with the incident before **you** reply to them.
- if **you** know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident, **you** must tell us immediately in writing.

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

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

What you must not do

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

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

What we will do

We will:

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

Fraud

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

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

Then

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

General Exclusions applicable to all parts of this policy

1. This policy does not apply when **your** car:
 - is being used for purposes that are not specified 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 or with **your** permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence or is prevented by law from holding one
 - is being driven by **you** or in the charge of a person who fails to meet the conditions of the licence they hold
 - is towing a caravan, trailer, or other vehicle for payment
 - is being used on a track or roadway designed or designated for track use or vehicle performance activities
 - is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons, or anywhere aircraft have access to.)
2. This policy does not cover any liability which **you** have as a result of an agreement or contact, unless **you** would have had that liability anyway.
3. This policy does not provide cover for any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by, or arising from the following:
 - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
4. This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this policy covers **you** so far as is necessary to meet with any law on Compulsory Insurance.
5. This policy does not provide cover except under Part B – Liability to Others for any accident, injury, loss or damage caused by:
 - a) earthquake;
 - b) riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

Part A: Loss and damage

1. Loss of or damage to your car, or spare parts

✓ What is covered

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

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

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

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

If **we** are told that your car belongs to someone else or if you are buying your car under a hire purchase or leasing agreement, **we** will normally make the payment for the total loss of your car to the legal owner.

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

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

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

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

New car replacement

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

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

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

Provided that:

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

X Exclusions to Part A – What is not covered

You are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages†
- Loss of value after a repair
- The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage occurred

Part A: Loss and damage *continued*

- Loss of or damage to **your** car arising from or as a result of water freezing in the cooling circulation system of **your** car
- Damage to tyres from braking, punctures, cuts or bursts unless as a result of an accident
- Loss, destruction or damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- Loss of **your** car by deception of someone who claims to be a buyer or agent
- The cost of any hired alternative transport
- Loss from taking **your** car and returning it to its legal owner
- Loss or damage to **your** car by theft or attempted theft if you or anyone else has left it unlocked or with keys or keyless entry system in **your** car, or on it
- Confiscation or requisition or destruction by, or under the order of, any government or public or land authority
- Unless we provide cover under this insurance, any other loss, damage or additional expense following on from the event for which you are claiming*
- Any excess that applies to this insurance**

If any part, unit or accessory of **your** car becomes unobtainable or obsolete in pattern and therefore out of stock in the UK, you are not covered for the following:

- Increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time for delivery
- Storage costs awaiting commencement of the repair to **your** car

Useful information:

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

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

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

There are three kinds of excess.

Compulsory – this will apply in certain circumstances, such as for high performance cars. Voluntary – if you have chosen to have an excess, we will give you a discount on your premium. Young or inexperienced driver – this depends on the ages of the driver and how long they have been driving. All applicable excesses will be shown in your schedule which includes those shown against any operative endorsements that apply to this insurance policy. The young and inexperienced driver excess will apply on top of any other excesses that apply.

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Part A: Loss and damage *continued*

Driver Excesses

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

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

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

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

Age of Driver	Experience	Excess
71 years and over	Experienced	£100
65 years to 70 years inclusive	Experienced	£50
25 years and over	Inexperienced	£100
21 years to 24 years inclusive	Experienced	£150
21 years to 24 years inclusive	Inexperienced	£200
17 years to 20 years inclusive	All drivers	£500

2. Windscreen damage

✓ What is covered

We will pay for the repair or replacement of glass in windows, windscreens or sunroofs in **your car** and scratching of the bodywork caused by the glass breaking.

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

X What is not covered

The excess shown in your policy schedule or in Endorsement 29 – Windscreen Breakage if it is applicable. This amount will not be payable by **you** if the glass is repaired and not replaced*

Useful information:

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

3. Audio – Visual equipment and in-car entertainment systems

✓ What is covered

We will pay up to £500 for loss or damage to your car's permanently fitted in-car navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment. Removable equipment is covered if it can only be used whilst it is attached to your car and is designed to be totally or partially removed.

X What is not covered

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

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

4. Replacement Locks

✓ What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your car** are stolen, **we** will pay up to £750 towards the cost of replacing:

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

provided that **we** are satisfied that the identity or location of **your car** is known to any person who may have the keys, transmitter or entry card and reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

X What is not covered

- the theft excess shown in your schedule
- any amount in excess of £750

5. Medical expenses

✓ What is covered

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Part B: Liability to Others

✓ What is covered

1. Cover provided for you

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

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

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

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

2. Cover provided for other people

If you ask us to, **we** will give the following people the same liability to others insurance cover **we** give you:

- Anyone you allow to drive **your** car and who is allowed to drive it in the certificate of insurance
- Any person using (but not driving) **your** car with **your** permission for social, domestic and pleasure purposes
- Any person travelling in or getting into or out of **your** car

- Your employer or business partner, as long as **your** car is not owned by or hired to either **your** employer or business partner and **your** car is being used for a purpose that is allowed in **your** certificate of insurance.

3. Your legally-appointed representatives

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

4. Legal fees and expenses

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

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

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

Proceedings for manslaughter or causing death by dangerous driving

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

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

Part B: Liability to Others *continued*

5. Emergency medical treatment

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

causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political religious or similar purposes.

***Useful information:**

** If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says you must stop. You must give your name, address and car registration number to anyone reasonably asking. If anyone is injured, you must show your certificate of motor insurance to the police or anyone who asks.*

X Exclusions to Part B – What is not covered

You are not covered for the following:

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

For the purposes of this exception terrorism means an act or acts whether threatened or actual of any person or persons involving the

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Part C: Territorial Limits and Foreign use

✓ What is covered

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

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

1. any country which is a member of the European Community; or
2. any other country which has agreed to follow the European Community Directive on Insurance Civil liberties (Article 7(2) of EC Directive 72/166/EEC) and is approved by the commission of the European Communities. **We** will also provide this cover while **your car** is being transported between any of those countries and the **UK**.

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

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

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

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

If you plan to travel to any other country, please notify us at least three weeks before you leave as you may require a Green Card, which will be supplied free of charge if **we** agree to extend cover.

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

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

X Exclusions to Part C – What is not covered

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

Part D: Injury Benefits

✓ What is covered

If:

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

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

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

	You and members of your household normally living with you (subject to age exclusion below)	Other passengers (subject to age exclusion below)
Death	£7,500	£7,500
Total and irrecoverable loss of sight in one or both eye	£5,000	Nil
Total and irrecoverable loss of one or more limbs	£5,000	Nil

✗ Exclusions to Part D – What is not covered

You are not covered for the following:

- under more than one motor policy you or members of **your** household or any other person may hold with us;
- any person who, at the time of the injury, has not reached their sixteenth birthday or who has reached their seventy fifth birthday;
- in respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury;
- in respect of any death or injury to you or members of **your** household or any other person as a result of an accident that does not involve **your** car, or while travelling in or getting out of any car other than **your** car.

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Part E: Personal belongings

✓ What is covered

We will pay up to a maximum of £100 for personal belongings carried in or on **your** car if lost or damaged by:

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

X Exclusions to Part E – What is not covered

You are not covered for the following:

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Part F: Additional Covers and Benefits

1. No Claim Discount

As long as you have not made a claim during the current insurance year, we will include a discount in **your** renewal premium. We will give you this discount for each claim-free year up to the maximum entitlement.

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

If **you** make one or two claims during the insurance year, the no claim discount **you** earn will be reduced as follows:

No claims discount you earn	One claim	Two claims
	Discount reduced to	Discount reduced to
1 year	Nil years	Nil years
2 years	Nil years	Nil years
3 years	1 year	Nil years
4 years	2 years	Nil years
5 or more years	3 years	1 year

If **You** made three or more claims in the previous insurance year, you will not get a no claim discount.

Your no claim discount cannot be transferred to anyone else.

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

for at least three years, if **you** are aged at least 25 years and all drivers are aged at least 21 years, then **you** can protect the discount if **you** pay an extra premium at each renewal. This protection will apply unless **you** make more than two claims in three consecutive periods of cover, then protection will end and **your** no claim discount will be reduced to nil at **your** next renewal.

Although you can protect **your** no claim discount, **your** premium may increase if you make claims or you receive motoring convictions or as required by us for any other reason.

2. Protected no claim discount

Once **you** have five years no claim discount and **you** have not made a claim

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

You will have to pay the amount shown in your policy schedule under Endorsement 30 – Protected no claim discount.

This amount is in addition to any other excess **you** have agreed to pay for towards any own damage claim.

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

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

3. Car sharing

✓ What is covered

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

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

4. Car service cover

✓ What is covered

Car servicing and car parking

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

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Endorsements

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

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

Endorsement 9 – Exclusion of personal belongings

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

Endorsement 11 – Exclusion of injury benefits

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

Endorsement 12 – Own loss or damage (voluntary)

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

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

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

Endorsement 13 – Own loss or damage (compulsory)

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

This endorsement will not apply if damage to the car:

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

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

Endorsement 15 – Company deletions

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Endorsements *continued*

Endorsement 16 – Fire and theft excess (compulsory)

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

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

Endorsement 29 – Windscreen breakage

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

Endorsement 30 – Protected no claim discount

If you pay an extra premium, **your** no claim discount is protected as long as you do not make more than two claims in three consecutive periods of cover.

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

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

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

Endorsement 39 – Car security

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

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

0845 608 0230

In the event of you needing to make a claim, call this number. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take. We are committed to dealing with each claim quickly and effectively.

Telephone calls may be monitored or recorded.

Important Notes

New Motor Insurance law

From Spring 2011 a new law gives DVLA more power to combat keepers of vehicles that are not insured.

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

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

- a fixed penalty fine of £100
- their vehicle being clamped, seized and disposed of, and
- a court prosecution with a maximum fine of £1000.

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

If you want to check your vehicle is recorded as 'insured' on the MID record, visit the free service at www.askMID.com

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

What this means for you

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

For more information and to get a V14 form, visit www.direct.gov.uk/stayinsured

This document is available in other formats.

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

www.axa.co.uk