

# AXA Car PLUS

AXA Car Insurance and  
Motoring Assistance Cover



**Your policy booklet**

June 2021 edition



# Contents

|   |              |
|---|--------------|
| <b>AXA Car PLUS Policy booklet</b>                        | <b>3–38</b>  |
| Choice of cover   | 4            |
| Cancellation  | 5            |
| <hr/>   |              |
| <b>AXA Car Insurance – Policy wording</b>                 | <b>7–27</b>  |
| Your policy   | 7            |
| Making a claim  | 7            |
| Meaning of defined terms                                  | 8            |
| General conditions applicable to all parts of this policy | 9            |
| Claims conditions   | 11           |
| General exclusions applicable to all parts of this policy | 13           |
| Part A: Loss and damage                                   | 14           |
| 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           |
| Endorsements  | 26           |
| How we use your data                                      | 28           |
| <hr/>   |              |
| <b>Part G: Motoring Assistance Cover – Policy wording</b> | <b>29–38</b> |
| Important notes   | 39           |
| Making a complaint  | 40           |

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.

## Motoring Assistance cover

You are covered under Part G of this policy booklet.

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'.

### X 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.

## Explaining this policy booklet

This AXA Car PLUS policy booklet contains the wordings for both the AXA Car Insurance and Motoring Assistance sections of this policy:

- AXA Car Insurance cover – Pages 7–27.
- Motoring Assistance cover – Pages 29–38.

Each section contains their own terms and conditions and you can find these detailed under the pages listed above.

The AXA Car Insurance cover and the Motoring Assistance cover also include Cancellation terms which apply to both sections, these can be found on page 5.

It is important that you read this policy booklet carefully to ensure you fully understand all features, benefits, exclusions and limitations of both sections.

# Cancellation

## Statutory cancellation rights

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

AXA Personal Lines Customer Service  
PO Box 7072  
Willenhall  
WV1 9ZU

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

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

## Cancellation outside the statutory period

**You** may cancel this policy at any time by giving prior written notice to the above address.

As long as **you** have not incurred any eligible claims, apart from a claim for Windscreen Repair or Windscreen Replacement, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

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

## Cancellation by us

**We** may cancel **your** policy:

- If **you** or anyone else covered by this policy breaks any of the General conditions of **your** cover set out in pages 9-10.
- If **you** or anyone else covered by this policy ignore or fail to comply with the General Exclusions. Please see “General exclusions applicable to all parts of this policy” section set out on page 13.
- If **you** provide any inaccurate or incomplete information. Please see “Providing accurate and complete information” section on page 9.
- If **you** act in a fraudulent manner when incepting, making an amendment or renewing this policy.

## **Cancellation *continued***

- If you act in a fraudulent manner when making a claim. Please see “Claims conditions” section set out on pages 11-12.
- If we are unable to continue cover due to changes in your circumstances or to your policy information. Please see “General conditions applicable to all parts of this policy” section set out on pages 9-10.
- If you fail to respond to a written request for further information or documentation
- If we believe you or anyone else covered by the policy seek to use the benefits of the policy for any use in which the policy is not intended for, including any commercial use.
- If you do not pay your premium, please see “Non payment of premiums” section on page 6.

If we cancel your policy we shall provide you with 7 days’ prior written notice to your last known address. Within this notice we will advise you of our reason for cancelling your policy.

Any premium refund will be calculated in accordance with the above.

## **Non payment of premiums**

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

If we are unable to collect a payment by instalments we will contact you and use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the policy.

# Your policy

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

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

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

**You** will be provided with a copy of **your** statement of fact or proposal form.

This document lists the answers to the questions **you** were asked when applying for this insurance.

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

## Important

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

## The law which applies to your policy

**You** and **we** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this policy.

## Changes to your circumstances

It is important that **you** tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** proposal form, statement of fact, **schedule** or **certificate of insurance** changes during the **period of cover**. Please refer to the 'General conditions applicable to all parts of this policy' section of this policy wording.

## Making a claim

If **you** need to make a claim or think **you** do please call **our** claims team on 0345 608 0230\* who will immediately take action to help **you**. **We** will take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **recommended repairer** and inform **you** of any further action **you** may need to take.

To make the claims process quicker please have **your** policy number to hand and a full description of the incident. **We** will keep **you** informed about how **we** are progressing with the resolution of **your** claim. **We** are committed to dealing with each claim quickly and effectively.

\*Telephone calls may be monitored and recorded.

# Meaning of defined terms

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

## Certificate of insurance

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

## Excess/excesses

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

## Market value

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

## Misfuelling

Accidental filling of the fuel tank with inappropriate fuel for **your car**.

## Period of cover

A period of 12 months from the start date of **your** current policy.

## Personal belongings

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

## Recommended repairer

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

## Schedule

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

## Spouse

**Your** husband, wife or civil partner.

## UK

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

## We/us/our

AXA Insurance UK plc.

## You/your

The policyholder named in the **schedule**.

## Your car

Any private motor car insured under this policy and/or any other car which is added by **you** during the **period of cover** each as identified by its registration mark in **your** current **certificate of insurance** or temporary cover note.

# General conditions applicable to all parts of this policy

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

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- cancel the policy;
- declare **your** policy void (treating **your** policy as if it had never existed);
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

## Providing accurate and complete information

When taking out, renewing or making changes to this policy, **you** or **your** agent (acting on **your** behalf) must take reasonable care to provide accurate and complete answers to all questions.

It is a criminal offence under the Road Traffic Act 1988 to make a false statement for the purposes of obtaining a Certificate of Motor Insurance.

**We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete.

## Changes to your circumstances

**You** must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** statement of fact, proposal form,

**schedule** or **certificate of insurance** changes during the **period of cover**.

Examples of the changes **we** must be made aware of are:

- A change to the people who need to be insured under this policy.
- If any person insured under this policy receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions.
- If any person insured under this policy receives a criminal conviction.
- If **you** change **your car**.
- If the owner of **your car** changes.
- If the main driver of **your car** changes.
- If **you** change the way in which **your car** is used. For example, **you** begin to use **your car** for business purposes.
- If **your car** is modified in any way including, but not limited to:
  - changes to the bodywork such as spoilers or body kits
  - changes to the suspension or brakes
  - cosmetic changes such as alloy wheels
  - changes affecting performance such as changes to the engine management system or exhaust system
  - changes to the audio/entertainment system.
- If **you** change **your** address or the address where **your car** is kept overnight.

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

**You** must ensure that **you** provide **us** with accurate and complete information when asked questions about the changes in **your** circumstances.

Any changes to **your** circumstances including changes to the people who need to be insured under this policy, or a change to **your car** or main driver of **your car**, whether a permanent or temporary change, shall be a variation of this contract which means it will continue with the relevant changes made.

### Taking care of your car

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

**You** must:

- ensure the **car** is locked, windows, including sunroofs are closed, and any required security devices are activated and all keys and keyless entry system devices are removed when the **car** is left unattended
- when leaving **your car** take **personal belongings** with **you**, lock them in **your** boot or glove compartment. Do not leave them in open view in **your car**
- when leaving **your car** unattended remove if physically possible **your** radio and other audio equipment or activate any security features they may have

- maintain **your car** in roadworthy condition and ensure **you** have a valid MOT certificate where appropriate
- always keep the tyres within the legal requirements at all times.

### Access to your car

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

### Keeping to the terms and conditions

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

# Claims conditions

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

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- cancel the policy;
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

## What you must do in making a claim

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

- call the claims telephone helpline **0345 608 0230**
- do whatever **you** can to protect the car and its accessories
- take all reasonable steps to recover missing property and to prevent a further incident
- provide **us** with full details of any other party involved in the incident
- send **us** any letters and documents **you** receive in connection with the incident before **you** reply to them
- if **you** know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident, **you** must tell **us** immediately in writing.

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

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

## What you must not do

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

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

## What we will do

**We** will:

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

## Claims conditions *continued*

### If your car is a Total loss

In the event of a total loss, if **your car** is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your car** directly to the owner described in the agreement.

If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining balance of the agreed settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess**.

### Fraud

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

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

Then

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

# General exclusions applicable to all parts of this policy

- 1 This policy does not apply when **your car**:
  - a is being used for purposes that are not specified in **your certificate of insurance**
  - b is being driven by or in the charge of any person who is not covered by **your certificate of insurance**
  - c is being driven by **you** or with **your** permission by any person who **you** know has not got a driving licence or who **you** know to be disqualified from driving or getting a licence or is prevented by law from holding one
  - d is being driven or in the charge of a person, including **you**, who fails to meet the conditions of the licence they hold
  - e is towing a caravan, trailer, or other vehicle for payment
  - f is being used on a track or roadway designed or designated for track use or vehicle performance activities
  - g is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons, or anywhere aircraft have access to).
- 2 This policy does not cover any liability which **you** have as a result of an agreement or contract, unless **you** would have had that liability anyway.
- 3 This policy does not provide cover for any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by, or arising from the following:
  - a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this policy covers **you** so far as is necessary to meet with any law on Compulsory Insurance.
- 5 This policy does not provide cover except under Part B – Liability to others for any accident, injury, loss or damage caused by:
  - a earthquake;
  - b riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- 6 This policy does not cover any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to drive **your car** is:
  - a found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred
  - b is driving whilst unfit through drink or drugs, whether prescribed or otherwise,
  - c fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

# Part A: Loss and damage

## ✓ What is covered

### 1 Loss of or damage to your car or spare parts

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

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

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

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

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

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

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

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

### New car replacement

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

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

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

Provided that:

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

If **your car** is recovered before a new replacement is ordered and the cost of repairs are less than 60% of the manufacturers list price, **we** will do one of the following:

- repair the damage
- replace what is lost or damaged beyond economical repair or
- pay **you** cash for the amount of the loss or damage.

## Part A: Loss and damage *continued*

### Courtesy car

Following a claim under Part A – Loss and damage, **you** will be provided with the use of a courtesy car whilst **your car** is undergoing repair, subject to the repairer's terms and conditions. A courtesy car is not available in respect of:

- claims where **your car** is identified as being beyond economical repair
- claims where **your car** has been stolen and has not been recovered
- claims where a **recommended repairer** has not been used
- losses which occur outside of the **UK**.

### 2 Glass damage

**We** will pay for the repair or replacement of glass in windows or windscreens (including panoramic windscreens) in **your car** and scratching of the bodywork caused by the glass breaking.

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

**Our** windscreen supplier can use parts that have not been produced by the vehicle manufacturer.

If **you** choose not to use one of **our approved repairers** **we** will limit the amount **we** pay under this section to £175.

### 3 Audio – visual equipment and in-car entertainment systems

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

attached to **your car** and is designed to be totally or partially removed.

- If the equipment was fitted by the manufacturer of **your car** and was part of the standard specification of **your car** when it was first registered then **we** will provide unlimited cover for the loss or damage of the equipment.
- If the equipment was not fitted by the manufacturer of **your car** or the equipment was not part of the standard specification of **your car** when it was first registered then the maximum **we** will pay for the loss or damage of the equipment is £500.

### 4 Replacement locks

If the keys, lock transmitter or entry card for the keyless entry system of **your car** are lost or stolen, **we** will pay up to £1,000 towards the cost of replacing:

- The door and boot locks
- The ignition and steering locks
- The lock transmitter; and
- The entry card
- Any other device designed and made by the manufacturer to access and start **your car**

Providing **you** report the loss to the police within 24 hours of discovering the loss.

### 5 Medical expenses

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

## Part A: Loss and damage *continued*

### 6 Hotel expenses and alternative transport

In the event that **your car** is not road worthy following an accident and **you** have reported a claim under Part A – Loss and damage (subsection 1), **we** will pay up to a maximum of £250 in the event that **you** can not complete **your** planned journey to cover:

- overnight accommodation, including the cost of meals and drinks, for the driver and passengers of **your car**; or
- public transport for the driver and the passengers of **your car** to return to **your** home or **your** original planned destination.

### 7 Child car seats

If **your car** is fitted with any child car seats, **we** will pay up to £300 for their replacement with the same or similar model following an accident covered by this policy. **We** will pay for the replacement whether or not visible damage has been caused to the child car seat.

**You** should purchase the replacement seat and **we** will reimburse **you** on presentation of the receipt.

### 8 Misfuelling

If **you** or any named driver accidentally fill **your car** with the wrong fuel please do not start the engine. Please call **us** on **our** claims line as soon as possible.

If **your car** is subject to **misfuelling** during the **period of insurance we** will pay up to a maximum of £250 per claim for:

- Drainage and flushing of the fuel tank on site using a specialist roadside vehicle. Or
- Recovery of **your car**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Damage to **your car** engine caused solely and directly by **misfuelling**.

For damage to the engine, the **excess** shown in **your** schedule under accidental damage will apply.

A £75 **excess** applies in respect of claims for draining and flushing the fuel tank.

Claims for **misfuelling** should be supported by original receipts and a written report from the specialist who drained or recovered **your car**.

### Driver excesses

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

| Age of driver                  | Level of experience | Excess |
|--------------------------------|---------------------|--------|
| 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   |

## Part A: Loss and damage *continued*

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.

## X What is not covered

### Loss of or damage to your car or spare parts exclusion

**You** are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.†
- Loss of value after a repair.
- The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage occurred.
- Loss of or damage to **your car** arising from or as a result of water freezing in the cooling circulation system of **your car**.
- Damage to tyres from braking, punctures, cuts or bursts unless as a result of an accident.

Loss or theft of **your car** by deception. This includes, but is not limited to:

- Loss or theft as a result of handing the keys of **your car** over to someone who claims to be a buyer or agent without

taking precautions to ensure **your car** is returned to **you**. An example of an acceptable precaution is to attend the test drive with the prospective buyer.

- Loss or theft as a result of someone purchasing **your car** using a payment method which does not result in **you** receiving the payment for **your car**.
- Loss from taking **your car** and returning it to its legal owner.
- Loss or damage to **your car** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in **your car**, or on it.
- Confiscation or requisition or destruction by, or under the order of, any government or public or land authority.
- Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming.\*
- Any **excess** that applies to this insurance.\*\*

### Glass damage exclusion

- The **excess** shown in **your** policy **schedule** or in Endorsement 29 – Windscreen breakage if it is applicable. **You** will not have to pay this amount if the glass is repaired and not replaced.\*
- To repair or replace any other glass forming part of **your car** including sunroofs and panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass. Please note, **you** may be entitled to make a claim

## Part A: Loss and damage *continued*

for other glass under Part A – Loss and damage (Subsection 1), this will however be subject to a different excess and may impact **your** no claims discount.

### Audio – visual equipment and in-car entertainment systems exclusion

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

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

### Replacement locks exclusion

- the theft **excess** shown in **your schedule**
- any amount in excess of £1,000.

### Misfuelling exclusion

- any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- claims for **misfuelling** outside the UK
- fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.
- for damage to the engine, the **excess** shown in **your** schedule under accidental damage will apply.
- a £75 **excess** applies in respect of claims for draining and flushing the fuel tank.

### Useful information:

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

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

*\*\* Excesses*

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

### 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 repaired. Have your certificate of insurance ready when you have the glass repaired or replaced. The glass repairer needs this for your claim.*

# Part B: Liability to others

## ✓ What is covered

### 1 Cover provided for you

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

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

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

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

### 2 Cover provided for other people

If **you** ask **us** to, **we** will give the following people the same level of cover as provided in 1 above:

- Anyone **you** allow to drive **your car** and who is allowed to drive it in the **certificate of insurance**.
- Any person using (but not driving) **your car** with **your** permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of **your car**.
- **Your** employer or business partner, as long as **your car** is not owned by or hired to either **your** employer or business partner and **your car** is being

used for a purpose that is allowed in **your certificate of insurance**.

### 3 Your legally-appointed representatives

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

### 4 Legal fees and expenses

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

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

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

### 5 Proceedings for manslaughter or causing death by dangerous driving

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

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

### 6 Emergency medical treatment

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

## **X 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 purpose of this exclusion terrorism means any act or acts that the government of the United Kingdom considers to be an act of terrorism or any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism. This involves but is not limited to the use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government. This could be for political, religious, ideological or similar reasons. This includes trying to influence any government or intimidate the public.

### **\*Useful information:**

*\* If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says you must stop. You must give your name, address and car registration number to anyone reasonably asking.*

# Part C: Territorial limits and foreign use

## ✓ What is covered

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

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

- 1** any country which is a member of the European Community; or
- 2** any other country which has agreed to follow Article 8 of the EU Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles and is approved by the commission of the European Communities. **We** will also provide this cover while **your car** is being transported between any of those countries and the UK.

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

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

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

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

If **you** plan to travel to any other country, please notify **us** at least three weeks before **you** leave as **you** may require a Green card, which may be supplied if **we** agree to extend cover. An additional premium may be charged for this additional cover.

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

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

## X 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** or **your spouse** 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 | Other passengers |
|--|--|------------------|
| Death  | £15,000  | £15,000          |
| Total and irrecoverable loss of sight in one or both eye | £10,000  | Nil              |
| Total and irrecoverable loss of one or more limbs        | £10,000  | Nil              |

## X What is not covered

**You** are not covered for the following:

- any person who, at the time of the injury, has not reached their sixteenth birthday;
- in respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury.

# Part E: Personal belongings

## ✓ What is covered

**We** will pay up to a maximum of £300 for **personal belongings** carried in or on **your car** if lost or damaged by:

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

## X What is not covered

**You** are not covered for the following:

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

# Part F: Additional covers and benefits

## 1 No claim discount

As long as a claim has not been made on **your** policy during the current **period of cover, we** will include a discount in **your** renewal premium. **We** will give **you** a discount for each claim-free year up to the maximum entitlement.

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

The table below shows what would happen to **your** NCD if **you** were to make one or more claims.

| No Claims Discount at Next Renewal Date<br>without NCD Protection |                                    |                                     |                                     |   |
|---|------------------------------------|-------------------------------------|-------------------------------------|---|
| Number of years No Claims Discount                                | 1 claim during the period of cover | 2 claims during the period of cover | 3 claims during the period of cover | 4 or more claims during the period of cover |
| 1 year  | Nil                                | Nil                                 | Nil                                 | Nil   |
| 2 years   | Nil                                | Nil                                 | Nil                                 | Nil   |
| 3 years   | 1                                  | Nil                                 | Nil                                 | Nil   |
| 4 years   | 2                                  | Nil                                 | Nil                                 | Nil   |
| 5 or more years   | 3                                  | 1                                   | Nil                                 | Nil   |

**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.

## 2 Protected no claim discount

Once **you** have five years no claim discount and a claim has not been made on **your** policy for at least three years, if **you** are aged at least 25 years and all drivers are aged at least 21 years, then **you** can protect the discount if **you** pay an extra premium at each renewal.

No claims bonus protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

No claims bonus protection allows **you** to make one or more claims before **your** number of no claims bonus years falls.

### 3 Uninsured driver promise

If **you** have comprehensive cover and **you** make a claim where the driver of the other car involved in the accident is found to be uninsured, **you** will not have to pay **your excess** or lose any part of **your** no claims discount (NCD) as long as:

- **You** are able to provide the make, model and registration number of the other car involved, and
- **We** can establish that **you** were not at fault in any way.

It will also help if **you** are able to provide the details of the other driver involved and details of any independent witnesses if possible.

When **you** first claim **you** may have to pay **your excess** and **your** NCD may be affected. However, once **we** have established that **you** were not at fault in any way and the driver of the other car was uninsured, **your excess** will be refunded to **you** and **your** NCD restored.

### 4 Car sharing

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

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

### 5 Car service cover

#### Car servicing and car parking

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

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

### 6 Driving other cars extension

Please refer to **your certificate of insurance** to see if **you** are covered to drive other cars which are not owned by **you** or under a hire purchase agreement, rental/short term hire agreement or annual leasing agreement to **you**.

If **your** cover is extended to drive other private motor cars, subject to the criteria listed on **your certificate of insurance**, the cover when driving that vehicle will be limited to Third Party Cover. This means that the car that **you** are driving will not be covered itself.

Please note that if **your certificate of insurance** lists this cover then cover is restricted to **you**, the policyholder only, and not any other drivers named on this policy. This extension does not provide cover to drive vans, other commercial vehicles or motorbikes of any description.

**You** are not covered under this section whilst driving outside of the UK.

# Endorsements

**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.

## Endorsement 16 – Fire and theft excess (compulsory)

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

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

## Endorsement 29 – Windscreen breakage

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

## Endorsement 30 – Protected no claim discount

If **you** pay an extra premium, **your** no claim discount is protected.

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

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**.

# How we use your data

## Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy) if **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.

## Motor Insurance Database

When **you** take out a car insurance policy, **your** policy details will be added to the Motor Insurance Database (“MID”), run by the Motor Insurers’ Information Centre (“MIIC”). MID data may be used by the Driver and Vehicle Licensing Agency and the Driver and Vehicle Licensing Northern Ireland for the purpose of electronic vehicle licensing and by the police for the purposes of establishing whether a driver’s use of a vehicle is likely to be covered by a motor insurance policy and for preventing and detecting crime. If **you** are involved in an accident, whether in the UK or abroad, other UK insurers, the Motor Insurers’ Bureau and MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other EU countries) may be entitled to access relevant information held about **you** on the MID. **You** can find out more about this from **us**, or from the Motor Insurance Bureau.

# Part G: Motoring Assistance Cover – Policy wording

## Introduction

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. 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 [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

This insurance is governed by the laws of England and Wales.

## Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. There are different levels of cover available. The cover **you** hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to **you** separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

# Meaning of defined terms

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

## Breakdown

Not being able to use the **vehicle** because of:

- a mechanical breakdown;
- vandalism;
- a fire;
- a theft or an attempted theft;
- a flat tyre;
- a flat battery;
- it having no fuel.

## Period of cover

The period of time which the insurance applies to that is shown on **your** policy schedule.

## Territorial limits

UK, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Vehicle(s)

This policy covers breakdown assistance for the specific vehicle (or vehicles) shown on **your** policy schedule. This does not include any vehicles not shown on **your** policy schedule or any vehicles temporarily covered under **your** policy schedule.

The vehicle must be a private car which is less than 16 years old and which is no heavier than 3,500 kilograms.

If the vehicle **you** are in breaks down while **you** are towing a caravan or trailer, **we** will recover the vehicle and the caravan or trailer, as long as the caravan or trailer is not more than:

- 8 metres long;
- 3 metres high; and
- 2.55 metres wide.

The vehicle **you** are travelling in must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for the vehicle, caravan or trailer, if it is designed to carry one.

## We, us, our

Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

## You, your, driver

The policyholder named on the schedule or any person driving an insured **vehicle**, and any passengers in the insured **vehicle**. (**We** will only help up to seven people, including the **driver**).

## Your home

The last address (in the UK) **you** gave to AXA Insurance UK plc as being where **you** permanently live or where **you** keep **your vehicle**.

## Part G: Motoring Assistance Cover *continued*

### How to claim

To get UK emergency help, phone: 0330 0248992

**You** may have to pay a charge if **you** use a mobile phone to call this number.

Text messaging is available if **you** are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to +44 (0) 7624 808 266.

**You** should have the following information available.

- The **vehicle**'s registration number.
- **Your** name, **your home** postcode and contact details.
- **Your** policy number.
- The make, model and colour of the **vehicle**.
- The location of the **vehicle**.
- An idea of what the problem is.
- An SOS box number (if this applies).

**We** will take **your** details and ask **you** to stay by the phone. Once **we** have made all the arrangements, **we** will call **you** to advise who will be coming out to **you** and how long they are expected to take. **You** will then be asked to return to **your vehicle**.

### Safety

Please take reasonable care at all times but stay near **your vehicle** until **our** recovery operator arrives. Once **our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **you** have contacted **us** or give them **our** phone number to call **us** for **you**.

### Help on motorways

If **you** break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the number shown above.

**You** will only be able to claim the services **we** provide by contacting the emergency helpline number.

# Section A – General conditions applying to all parts of this section

- 1** The **vehicle** must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence or tax disc on display. The **vehicle** should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations. It must be less than 16 years old since first registration.
- 2** If **we** arrange for temporary roadside repairs to be carried out after damage to the **vehicle**, or **we** take the **vehicle** to the place **you** have chosen, **we** will not be legally responsible for any more help in the same incident.
- 3** **We** have the right to refuse to provide a service if **you** or **your** passengers are being obstructive in allowing **us** to provide the most appropriate help or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
- 4** **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
- 5** **You** are responsible for keeping the **vehicle** and its contents safe, unless **you** are not able to or **you** have an arrangement with **us** or **our** agent. **You** must be with the **vehicle** at the time **we** say **we** expect to be there.
- 6** **You** must quote **your** policy number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
- 7** **You** will have to pay the cost of moving the **vehicle** or a repair **vehicle** coming out to **you** if, after asking for help which **you** are entitled to, the **vehicle** is moved or repaired in any other way, or **you** have provided location details which are incorrect. The payment must be by credit or debit card.
- 8** **We** are not responsible for any actions or costs of **garages**, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf. **You** are responsible for ensuring the quality of any repair.
- 9** If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
- 10** The **vehicle** must carry a serviceable spare tyre and wheel for the **vehicle** and any caravan or trailer attached to the **vehicle**. This condition does not apply if the **vehicle** is not designed to carry a spare wheel. If the **vehicle** is not designed to carry a spare wheel, **you** will need to carry the appropriate aerosol repair kit.
- 11** **We** have the right to choose a suitable garage that can carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the time limits **we** have given. **You** must make the payment by credit or debit card.
- 12** If **you** agree to a temporary roadside repair, **you** will be responsible for any costs or any damage to the **vehicle**

## Part G: Motoring Assistance Cover *continued*

- it suffers if **you** continue to drive the **vehicle** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is aimed only to allow **you** to drive the **vehicle** to a suitable facility so a permanent repair can be carried out.
- 13** If the **vehicle** needs to be taken to a garage after a **breakdown**, the **vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees by credit or debit card.
- 14** **You** will have to pay, by credit or debit card, for any parts or other products used to repair the **vehicle**.
- 15** **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move the **vehicle**.
- 16** During any 12 month period **we** will not be responsible for more than two claims which arise from a common fault on the same **vehicle**. **We** will not be responsible for more than five claims in total for any **period of cover**. If **you** need **our** help for more than the number of claims allowed on **your** policy in a 12 month period of cover or more than twice for the same fault on the same **vehicle**, **you** will have to pay for the services **we** provide. **We** will ask for a credit card number or debit card number before **we** help **you**.
- 17** If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
- 18** If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown** and **you** will be responsible for any other costs due in recovering and repairing **your vehicle**.
- 19** **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a **vehicle** of the same size as **yours**, but **we** cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire car company to hire a vehicle.
- 20** This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that act.

## Section B – General exclusions that apply to all parts of this section

**We** will not cover the following:

- 1 The cost of fuel or any spare parts needed to get the **vehicle** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel unless **you** make a successful claim under Part A – Loss and damage of **your** AXA Car Insurance policy.
- 2 The cost of paintwork and other cosmetic items.
- 3 Labour costs for more than one hour of roadside help.
- 4 Any **breakdown** or recovery outside the **period of cover**.
- 5 The cost (and guaranteeing the quality) of repairs when the **vehicle** is repaired in any garage the **vehicle** is taken to.
- 6 Any costs for **vehicles**, which have not been maintained and used in line with the manufacturer's recommendations.
- 7 Any call-out or recovery costs in the UK after a **breakdown** where the police or other emergency services insist on the **vehicle** being picked up immediately by another organisation. **You** will have to pay, by credit or debit card, any fees to store or release the **vehicle**.
- 8 Any toll or ferry fees the **driver** or the driver of the recovery vehicle has to pay.
- 9 Help or recovery if the **vehicle** is partly or completely buried in snow, mud, sand or water.
- 10 Damage or costs that arise from **us** trying to get into the **vehicle** after **you** have asked for help.
- 11 Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food and drink and costs **we** have not agreed beforehand).
- 12 Loss or damage to personal possessions **you** leave in **your vehicle**.
- 13 Moving animals. **We** will decide whether or not to move any animal from the **vehicle**, and if **we** agree to do this, it will be completely at **your** own risk and cost.
- 14 Any costs for **vehicles** that have broken down or were not safe to drive when cover was taken out.
- 15 The costs of getting a spare wheel or tyre for a roadside repair if the **vehicle** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the **driver** is not able to provide a key to do this.
- 16 The recovery of the **vehicle** and passengers if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If recovery takes place **we** will only recover to one address in respect of any one **breakdown**.
- 17 Any costs if the **vehicle** has been altered for, or is taking part in, racing, trials or rallying.
- 18 Any cost that **you** can get back under any other insurance policy or under

## Part G: Motoring Assistance Cover *continued*

the service provided by any motoring organisation.

- 19** Recovering the **vehicle** when it is carrying more than a **driver** and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in the **vehicle** than it was designed to carry or **you** are driving on unsuitable ground.
- 20** Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
- 21** Recovery or help if the **vehicle** is heavier than 3,500 kilograms.
- 22** Recovery or help if **you** are hiring the **vehicle** out to carry people in return for money, unless **we** have agreed this with **you**.
- 23** **Vehicles** that have faults with electric windows, sunroofs, wipers, heaters, de-misters or locks not working, unless the fault happens during the course of a journey and this affects **your** safety.
- 24** Recovery or help if the **vehicle** is being used to carry commercial goods.
- 25** Any claim that comes from:
  - a** any person driving the **vehicle**, if **you** know they do not have a valid licence to drive in the UK; or
  - b** any person driving the **vehicle**, if they are not authorised by **you** to drive the **vehicle** or are not keeping to the conditions of their driving licence.
- 26** Any claim that comes from a poor quality repair or a repair that has been attempted without **our** permission during the same trip.
- 27** Any loss or damage caused to the **vehicle** or any loss or cost arising from or contributed to by:
  - a** ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - b** the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- 28** Loss or damage caused by war, revolution or any similar event.
- 29** Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside our reasonable control, such as severe weather conditions.
- 30** Mobile phone, phone call and postage costs are not covered under **your** policy in any circumstances.
- 31** If **you** put the wrong fuel in **your vehicle**, **you** will be entitled to recovery only as shown in the Roadside Assistance section. Please also see Part A – Loss and damage of your AXA Car Insurance policy.
- 32** Any costs relating to the caravan or trailer if the caravan or trailer is not attached to the **vehicle** at the time of the **breakdown**.

The cover provided under each section is governed by the General conditions and General exclusions of this section.

## ✓ What is covered

### Section C – roadside assistance

- If the **vehicle** breaks down more than one mile from **your** home, **we** will arrange and pay for a breakdown vehicle to come to the **vehicle** (for up to one hour) to try to get it working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange for the **vehicle**, the **driver** and up to six passengers to be recovered to one of the following locations, taking **your** circumstances into account within 15 miles.
  - **your** original destination;
  - **your** original departure point; or
  - a suitable local garage for it to be repaired. **You** must pay the cost of any repairs.
- If **you** lose or break **your vehicle** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs.
- **We** will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

### Section D – nationwide recovery in the UK

If the **vehicle** cannot be made safe to drive at the place **you** have broken down, and cannot be repaired the same day at a suitable local garage, **we** will choose the most appropriate solution from one of the following options, taking **your** circumstances into account.

#### Option 1: nationwide recovery:

If **you** ask, **we** will take the **driver** and up to six passengers, together with the **vehicle**, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for the **vehicle** to be taken to a suitable repairer for it to be repaired at **your** cost, as long as this can be done in one journey.

#### Option 2: overnight accommodation:

**We** will pay the costs for bed and breakfast for one night only. **We** will pay up to £40 for each person (up to a total of £280 per event).

#### Option 3: 24-hour UK hire vehicle:

**We** will pay (up to £100) for a hire **vehicle** (with an engine of up to 1600cc for up to 24 hours). **You** will be responsible for returning the hire **vehicle** and collecting **your** repaired **vehicle**. **You** must meet the conditions of the hire car company to be able to hire a car.

### Emergency driver

As well as the benefits above, if during the journey, the **driver** cannot drive because of an injury or illness they have gained, and there is no one else able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to finish the journey or return the **vehicle** and passengers to the place **you** were originally travelling from. **You** will need to provide a medical certificate for the **driver** before **we** provide this benefit.

### Section E – homestart in the UK

- If the **vehicle** breaks down anywhere at or within one mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to where **you** are for up to one hour to try to get the **vehicle** working again.
- If the **vehicle** cannot be made safe to drive at the place **you** have broken down, **we** will arrange and pay for the **vehicle**, the **driver** and up to six passengers to be taken to a suitable local garage (normally within 15 miles), for it to be repaired. **You** must pay the costs of any repairs, by credit or debit card.

### X What is not covered to Parts C,D and E

- Travel outside the UK.
- Anything mentioned in the General exclusions that apply to all parts of this section.

### Data protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a use of sensitive information about the health or vulnerability of **you** or others involved in **your** home emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes;
- b disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e sending **you** feedback requests or surveys relating to our services, and other customer care communications.

## Part G: Motoring Assistance Cover *continued*

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how we use **your** data (as set out in our website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance S.A. UK Branch or AXA

Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

**Our** full privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk) Alternatively, a hard copy is available from **us** on request.

### Sanctions clause

**We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Important notes

## Motor insurance law

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

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

- a fixed penalty fine of £100
- their **vehicle** being clamped, seized and disposed of, and
- a court prosecution with a maximum fine of £1,000.

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

If **you** want to check **your vehicle** is recorded as ‘insured’ on the MID record, visit the free service at [www.askMID.com](http://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](http://www.direct.gov.uk/stayinsured)

# Making a complaint

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

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

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

## Making your complaint

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

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

## Contact details

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

Tel: 01473 205926

Fax: 01473 205101

Email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

When **you** make contact please provide the following information:

- **Your** name, address and postcode, telephone number and email address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.

- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

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

## Beyond AXA

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

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

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

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0300 123 9123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.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](http://www.fscs.org.uk)).

### Motoring Assistance cover complaints

**You** can write to the Quality Manager at:

Quality Manager,  
Inter Partner Assistance S.A. UK Branch,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey, RH1 1PR, UK.

Or, **you** can phone 0330 024 8992.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Tower  
London, E14 9SR, UK.

Or **you** can phone 0800 023 4567.

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**We** are a member of the Financial Services Compensation Scheme (FSCS).

The FSCS offers protection for customers of financial services firms.

**You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk)

### Our promise

**We** want to give **you** the best possible service. If **you** are not happy with **our** service, the procedure below explains what **you** should do.

**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](http://www.axa.co.uk)**