

policy document / **car insurance**



**great service and
better benefits**

NI October 2011



if you need to contact us

For queries on
your policy

0845 828 28 22

Online

Log onto www.axani.co.uk You can make policy changes online anytime or find answers to just about anything.

www.axani.co.uk

Drop into your nearest branch

We have branches all over Northern Ireland. Drop in and we will be happy to discuss your insurance needs face to face.

Claims

If you need to;

- ➔ Make a claim
- ➔ Get a windscreen repaired
- ➔ Arrange for breakdown assistance

0845 828 2823

welcome to your AXA motor insurance policy

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

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

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

Please read it carefully and if you have any questions, please contact us in the way that suits you.

here to help

Please look out for the 'Here to help' mark. It will help you find your way round our policy document and let you know about information.



Here to help

need to find something quickly?

If the question is...	then look at page
How do I complain?	4
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Here to help

and if your question is one of these

I want to change my car, how do I do this?
I'd like to change my cover, who do I contact?
What do I do if I want to add or delete drivers?
I've moved house, do I need to let you know?
I'm changing jobs, is my insurance cover affected?
I've had penalty points added to my licence, does this affect my premium?

Log onto www.axani.co.uk, phone us on **0845 828 28 22** or contact your local branch and we'll give you the answer.

contents of your policy

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caring for you

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

This is our complaints process to help you.

- ➔ For a complaint about your policy, contact your local AXA Direct branch or telephone 0845 828 28 22.
- ➔ For a complaint about your claim, contact our Claims Team on 0845 828 2823.

If we cannot sort out your complaint, you can contact our Customer Care Department on 0800 039 1970 or:

- ➔ email: axacustomer@axa.ie; or
- ➔ write to Customer Care Department, AXA Insurance, Windsor House, 9-15 Bedford Street, Belfast BT2 7FT.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

- ➔ the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Phone No: 00353 1 662 08 99.
Fax: 00353 1 6620890.
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

It will only consider your complaint if:

- ➔ We have provided you with written confirmation that our internal complaints procedures have been exhausted.
- ➔ Your business has a turnover of less than £1,000,000.

Please note, you have six months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your rights to take legal action.

Our promise to you

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

definitions

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

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

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

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

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

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

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

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

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

Policy – The contract of insurance between you and us.

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

UK – England, Scotland, Wales and Northern Ireland.

We, our, us – AXA Insurance Limited.

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

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

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



Here to help

Claims Procedures

Had an accident? Don't panic!

Here's what to do.

The law

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

How to help us help you

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

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

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

Even if you do not plan to make a claim, please call our claim line on 0845 828 2823.

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

Car crime – beat the criminals

Don't give criminals an easy ride

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

Most things are common sense

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

For more information, ask the crime prevention officer at your local police station or visit:

www.crimereduction.gov.uk/crimeprevention/vehiclecrime

your policy wording

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

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

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

Please read your policy carefully.

Your policy includes:

- the policy wording in this booklet;
- the current certificate of motor insurance;
- the schedule that has your details and the cover that applies; and
- any endorsement which applies.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in or between Northern Ireland, Republic Of Ireland, Great Britain, Isle of Man and Channel Islands.

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

On behalf of AXA Insurance Limited



John O'Neill

Chief Executive

AXA Insurance Limited

Registered number 136155

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

general conditions

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

1 Cancelling the policy

To cancel the policy, return your certificate of insurance with a written request to: AXA Direct, Derry Contact Centre, 2 Springtown Business Park, Derry BT48 0GY, or your local branch.

When we receive your certificate, if you have not claimed or there is no incident that is likely to result in a claim during the current period of insurance, we will work out a refund on the following basis.

- If you have had continuous cover for more than 12 months, we will work out the percentage of premium for the period you have been insured and refund any balance after an administration fee has been taken away.
- If you cancel within the first 14 days after receiving the policy documents, within the first year of insurance, we will work out the premium for the period we have been insuring you on a pro rata basis plus an administration charge. We will refund the balance providing no claims have been made on your policy. You will be charged a pro rata premium or £25 whichever is more for the period you were on risk and this will be deducted from the full premium paid to determine the refund due to you.
- If you cancel after the first 14 days after receiving the policy documents and within the first year of insurance, we will refund your premium based on the figures in the following table after an administration fee has been taken away.

Period which your policy is in force	Percentage of premium returned
Up to 1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	25%
8 months	20%
9 months	10%
Over 9 months	Nil

We will not refund your premium for optional extras, such as injury to driver.

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

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

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

We can cancel this policy immediately if you do not pay the premium or you miss a payment under an instalment scheme.

You must send us the certificate of insurance.

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

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

2 Paying by instalments

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

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

3 Handling claims against you

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

4 Changes to your policy

You must tell us immediately about any:

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

If you are not sure whether or not certain facts are important, please ask us.

The premium we quote you for any change to your policy will include an administration charge.

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



5 If you choose not to or cannot drive your car

If your car is laid up and out of use, you can suspend your cover by returning your certificate.

We will suspend all cover when we receive the certificate, except for loss of damage caused by fire and theft, or attempted theft, if we cover fire and theft under the policy.

You are entitled to a refund of 75% of the premium for the period we suspend the policy (80% if cover is third party only) as long as:

- your car is not laid up as a result of a claim;
- the policy is suspended for more than 28 days;
- the policy is not issued or renewed for less than 12 months; and
- you do not make a claim during the period of suspension.

You must pay all premiums due during a period of suspension by the due date including any instalment payments.

6 Claims procedure

If there is an accident, you must immediately do whatever you can to protect the car and its accessories. You or your legal representative must give us full details by phoning the claims helpline (0845 828 2823) within 48 hours, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

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

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

You must also give us any information and help we need.

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

If your car is stolen, you must tell us as soon as possible by phoning our claims helpline on 0845 828 2823. You must also tell the Police.

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

7 Looking after your car

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

You must let us examine your car at any reasonable time if we ask to do this.

You should ensure that:

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

8 Other insurance

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

9 Getting our claims costs back

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may get that payment back from you or from the person responsible.



Here to help

10 Misrepresentation and Deception

Definitions:

- Misrepresentation is when someone makes a false statement to another person to encourage that person to enter into a contract.
- Where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

We will take the action shown below if you or anyone acting for you:

- fails to reveal or hides a fact that is likely to influence whether or not we accept your proposal, your renewal, or any adjustment to the policy;
- fails to reveal or hides a fact that is likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement is not true;
- sends us or anyone acting on our behalf a document, knowing the document is false;
- makes a claim under the policy, knowing the claim is false or misleading; or
- makes a claim for any loss or damage you caused deliberately or was caused with your consent.

This action applies as well as our other rights:

- We will not pay a claim.
- We will not pay any other claim which has been or will be made under the policy.
- We may declare the policy void (in other words, we can treat it as if it has never existed).
- We will be entitled to recover from you the amount of any claim we have already paid under the policy.
- We will not return your premium.
- We may let the appropriate law enforcement authorities know about the circumstances.

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

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

11 Arbitration

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services Ombudsman's Bureau (see on page 4 for contact details).

If the Financial Services Ombudsman's Bureau will not deal with the disagreement, you have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

12 Keep to the policy conditions

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

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

13 Drugs and alcohol

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

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

section 1

loss and damage to your car

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

What is covered?

We will pay for:

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

This will involve:

- repairing your car in an AXA Approved Repairer or one of your choice; or
- replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- paying the cost of the loss or damage to you or the legal owner if we are told that your car belongs to someone else.



Using an AXA Approved Repairer will save you time and money



Here to help

We will choose which option is appropriate.

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

- We will not provide you with a courtesy car for the duration of repairs, and
- We will only pay what our engineer states it would have cost to repair your car in an AXA Approved Repairer, if the cost of repairs in the garage you choose are higher.

A maximum limit of £350 will operate for all fees connected with towage and storage of your car provided you notify us of any accident or loss within 48 hours. If you notify us after 48 hours we will determine the amount we deem reasonable to pay you for these fees.

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

We will also cover accessories and spare parts of your car, which are in your private garage at the time of the loss or damage. We may choose to repair your car with recycled parts, where appropriate.

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

Courtesy Car

If you have comprehensive cover, we will provide a courtesy car while repair to your car is being carried out by an AXA Approved Repairer.

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

Replacement Locks

We will pay you up to £500 towards replacing locks and alarms for your car if the keys for it are stolen from:

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

We will not pay:

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



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



Here to help

Personal Accident

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

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

The maximum payment for any person is £5,000

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

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

A claim under this section will not effect your No Claims Discount.

Personal Belongings

We will pay you up to £250 for personal belongings carried in your car if they are lost or damaged caused by accident, fire, theft or attempted theft.

You are not covered for:

- money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
- tools, equipment, goods or samples, carried in connection with any trade or business or property insured by another insurance policy: or
- theft of personal belongings if carried in an open-top or convertible car unless they are kept in the boot.



Satellite Navigation Equipment

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

A payment under this section will not affect your No Claims Discount.

Salvage (if your car is written off)

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

Replacing your car with a new one

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

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

We will only do this if:

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

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

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

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



Here to help

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



Here to help

Our uninsured driver promise

If you make a claim for an accident that is not your fault and the driver of the car that hits you is not insured, you will not lose your no claims discount. Your excess will have to be paid.

Conditions:

We will need:

- the vehicle registration number and the make and model of the car, and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due investigations are still ongoing, you may lose your no-claim discount temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will restore your no claims discount and refund any extra premium you have paid.

This promise is for comprehensive policyholders only.

What is not covered under this section of the policy.

1. Compulsory Excess

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

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

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

2. Young Driver Excess

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

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

3. Voluntary Excess

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

General conditions:

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

You are also not covered for the following under Section 1

- Loss of use or any other resulting loss.
- Reduction in your car's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another car.
- The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage caused by theft or attempted theft if the car was taken by

Section 1: Loss and damage to your car continued

a member of your family or household or taken by an employee or ex employee of the owner of the car unless you can provide us with written confirmation of notifying the Police of the theft and assist the Police in the investigation of the theft.

- ➔ Loss or damage to your car's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.
- ➔ Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car
- ➔ Loss or damage from using your car in a rally, competition, trial or on any race track, circuit or other prepared course.
- ➔ Loss or damage as a result of incorrectly fueling your car or from the use of substandard fuel, lubricant or parts
- ➔ The cost of importing parts or accessories for your car from outside the European Union.
- ➔ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- ➔ Parts or accessories more than 5% or £650 of the value of your car (whichever is the lesser) unless the equipment was fitted by the Manufacturer or Authorised Dealer as original equipment in accordance with their standard specification for the vehicle. This includes radios, car phones, audio or similar equipment.
- ➔ Loss or damage to your car when it is being driven by a driver for whom you have chosen to limit cover to 'liability to others' only.
- ➔ The VAT (value added tax) in connection with the vehicle on any repair or replacement if you are registered for VAT.
- ➔ Loss or damage to your car, if car is being driven by a person who holds a provisional licence, and does not meet the requirements of that licence
- ➔ Loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

section 2 broken glass

This cover is included as standard for comprehensive cover, as shown in your schedule, and available at an additional cost for third party fire & theft cover.

Your schedule will show if you have this cover. A claim under this section will not affect your no-claims discount.

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

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

Limit of cover (please refer to your schedule to see what level of excess applies to your policy)

If you use an AXA Approved Windscreen Supplier, cover will be unlimited.

If you use your own repairer, cover will be limited to £150. In addition, an excess of £75 will apply where glass is replaced. No excess applies if glass is repaired.

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

What is not covered under this section of the policy

- ➔ The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage took place.
- ➔ Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- ➔ The extra cost of replacing non standard glass.
- ➔ Loss or damage from using your car in a rally, competition or trial.

Please check your schedule as you may not have this cover.



Here to help

Section 2: Broken glass continued

- The cost of importing parts or accessories for your car from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- Any more than 2 claims under this section during the period of insurance.
- The cost of any repair or replacement to vehicles temporarily covered under the policy.

section 3 medical expenses and emergency treatment

We will pay:

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

Such payments will not affect your No Claim Discount

section 4

towing

This policy applies when your car is towing a caravan, trailer or a broken-down vehicle if this is allowed by law.

We will not pay claims:

- if you are being paid to tow the caravan or vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.

section 5

liability to others

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

1a Cover for you

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

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

1b Driving other cars

This cover will also apply if you are driving any other car which your certificate of insurance covers you to drive. If you are covered to drive other cars, it will be shown in section 5(b) of your certificate of insurance.

This cover only applies if:

- you do not own the car or you have not hired the car under a hire-purchase agreement;
- it is shown that this cover applies under section 5(b) of your certificate of insurance;
- you have the owner's permission to drive the car; and
- the vehicle is being used within the 'limits for use' shown in your current certificate of motor insurance.

This cover applies to damage or injury happening in the UK and Ireland only.

Section 5: Liability to others continued

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

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

2a Cover provided for other people

If you ask us to, we will give the following people the same 'liability to others' cover under this section we give you under 1a.

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

2b Your legally-appointed representatives

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

3 Legal fees and expenses

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

Proceedings for manslaughter or causing death by reckless driving

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

- You must ask us to provide the cover.
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- The accident which caused the death or deaths must have happened in Ireland or the UK.
- The most we will pay is £1,000.

What is not covered under this section of the policy.

- Anyone driving your car who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence.
- Anyone who is insured under another policy.
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your car.
- Damage to any vehicle being driven or used by a person claiming cover under this part of the policy.
- Anyone insured by this policy who does not keep to its conditions.
- Anyone employed in the motor trade driving your car because it is being overhauled, repaired or serviced.
- Death or bodily injury to anyone driving or in charge of your car.
- Anyone driving, or in charge of your car, who holds a provisional licence and does not meet the requirements of that licence.

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



Here to help

section 6 foreign use



Going to Europe?

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

What is not covered under this section

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

If you are unfortunate to have an accident, please contact us at 0845 828 2823.



Here to help

section 7 our right of recovery

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

section 8 no-claims discount

If you do not claim during the current period of insurance, we will include a discount in your renewal premium. The discount amount will be in accordance with the No Claims Discount scale applicable at the time of renewal.

If a claim has been made or arisen, your no claims discount may be reduced at the next renewal in accordance with the step back scale applicable at the time of renewal. We will not discount any premiums for any optional extra cover.

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

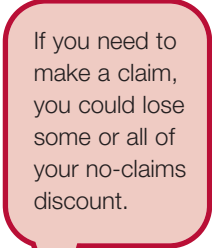
For no-claims discount purposes a period of insurance is one year between the beginning of the policy and the date you renew it, or between renewal dates. You cannot transfer your no-claims discount to anyone else.

Your no-claims discount will not be affected by:

- ➔ payments under section 1 for fire and theft claims;
- ➔ payments made under section 2 Glass breakage;
- ➔ payments for emergency treatment the law says we must pay;
- ➔ payments (together with associated costs and expenses) which we later get back in full; and
- ➔ payments for personal belongings and replacement locks.

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

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



If you need to make a claim, you could lose some or all of your no-claims discount.



Here to help

section 9 protected no claim discount

This is an optional extra. If you have bought it, your no claims discount is safe if you make up to two claims in a three year period.



Here to help

You can buy this cover for an additional charge.

Your schedule will show if you have chosen this cover.

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

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

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

section 10 replacement car plus

Your schedule will show if you have this cover.

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

If your car is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered, we will provide you a replacement car provided we are dealing with a claim under Section 1 - loss or damage to your car or Section 5 - liability to others.

- We hope to provide you with a replacement car that is a similar physical size to your car up to 2 litre, although we do not guarantee that this will occur (Your replacement car may not be the same as your own vehicle in terms of size, type, value or status) OR
- Pay towards you hiring a car up to £25 (including VAT) a day.

Cover will be for up to 14 days in a row for any one incident as determined by the AXA Claims department.

This cover is available at an additional premium.

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



Here to help

What is not covered under this section

We will not pay this benefit if:

- you are only claiming windscreen or glass damage;
- the loss takes place outside Northern Ireland or the Republic of Ireland;
- repairs to your car are delayed while a part is being imported from outside the European Union.

section 11

legal cover

Your schedule will show if you have this cover.

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

This insurance is underwritten by Inter Partner Assistance SA and administered on their behalf by Arc Legal Assistance Limited.

Only Advisers' costs incurred on the Insured's behalf by Arc's panel solicitors or their agents are covered under this insurance until Court Proceedings are issued or a conflict of interest arises. Where, following the issue of Court Proceedings or a conflict of interest arising, the Insured has elected to use an adviser of their own choice the Insured will be responsible for any Advisers' Costs in excess of Arc's Standard Advisers' Costs.

The Underwriter agrees to indemnify the Insured in consideration of the Premium paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers

Advisers' costs incurred in an Action up to the Indemnity limit where:-

- a) The Insured incident takes place in the Insured period within the Territorial limits; and
- b) The Action takes place in the Territorial limits.

Cover

The Insured is covered for Advisers' costs to pursue damages claims arising from a road traffic accident whilst he is in the Vehicle against those whose negligence has caused his injury or death or caused him to suffer loss of his insurance policy excess or other out of pocket expenses.

Definitions

Insured

The person responsible for insuring the Vehicle declared to Arc and the authorised driver and passengers.

Insured period

The period of insurance declared to Arc.

Premium

The Premium paid by the Insured for this policy.

Territorial limits

The European Union.

Advisers' costs

Reasonable legal fees and disbursements incurred by the Adviser with Arc's prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.

Standard Advisers' Costs

The level of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Arc's choice.

Action

The pursuit of civil proceedings and appeals against judgement following a road traffic accident involving the Vehicle.

Court Proceedings

The Service of Court Proceedings.

Indemnity limit

The sum of £100,000, which is the maximum payable in respect of an Insured incident.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Vehicle

The vehicle declared to Arc including a caravan or trailer whilst attached.

Arc

Arc Legal Assistance Ltd who administer this insurance on behalf of the Underwriters.

Adviser

Arc's panel solicitor or their agents appointed by Arc to act for the Insured, or, and subject to Arc's agreement, where Court Proceedings have been issued or a conflict of interest arises, another legal adviser nominated by the Insured.

Underwriters

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Exclusions

- 1 There is no cover where: -
 - a) The Insured incident began to occur or had occurred before the Insured purchased this insurance.
 - b) The Insured fails to give proper instructions to Arc or the Adviser or respond to a request for information or attendance by the Adviser within a reasonable period of time.
 - c) A reasonable estimate of the Advisers' Costs is greater than the amount in dispute.
 - d) The Insured's act or omission prejudices his or the Underwriter's position in connection with the Action.
 - e) Advisers' costs have not been agreed in advance or exceed those for which Arc has given its prior written approval.
- 2 There is no cover: -
 - a) For Advisers' costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
 - b) For the amount of Advisers' Costs in excess of Arc's Standard Advisers' Costs where the Insured have elected to use an Adviser of his own choice.

- c) For damages, interest fines or costs awarded in criminal courts.
- d) Where the Insured has alternative legal expenses cover.
- e) For claims made by or against the Underwriters, Arc or the Adviser.
- f) For any claim where at the time of the Insured incident the Insured was disqualified from driving did not hold a licence to drive or the Vehicle did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use.
- g) For a claim arising from an allegation of a deliberate criminal act or omission of the Insured.
- h) For a claim where the Insured is alleged or convicted of being in control of the Vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise) at the time of the Insured incident.
- i) Where the Insured's motor insurers repudiate the motor insurance policy or refuse indemnity.
- j) For any claim arising from racing, rallies, competitions or trials.
- k) For a claim for breach of contract.
- l) For Advisers' costs beyond those for which Arc has given its prior written approval.
- m) For an application for Judicial Review.
- n) For appeals without the prior written consent of Arc.
- o) Prior to the issue of Court Proceedings, for the costs of any legal representative other than those of the Adviser unless a conflict of interest arises.
- p) For Advisers' costs where the amount in dispute relates to credit hire charges or credit repair costs.
- q) For Advisers' costs incurred in claims relating to the amount of Advisers' costs.
- r) For any Action that Arc reasonably believes to be false, fraudulent, exaggerated or where the Insured has made miss-representations to the Adviser.
- s) Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.
- t) For any claim directly or indirectly arising from stress, psychological or emotional injury.

3 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

1 Claims

- a) The Insured must notify claims as soon as reasonably possible within 90 days of the Insured incident.
- b) Arc shall appoint the Adviser to act on the Insured's behalf.
- c) Arc may investigate the claim and take over and conduct the Action in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Action.
- d) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required or a conflict of interest arises, and the Insured wishes to nominate an Adviser to act for him he may do so. Where the Insured has elected to use an adviser of his own choice the Insured will be responsible for any Advisers' costs in excess of Arc's Standard Advisers' Costs. The Adviser must:-
 - i. Confirm in writing that he will enable the Insured to comply with his obligations under this insurance.
 - ii. Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The Adviser will: -
 - i. Provide a detailed assessment of the Insured's prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii. Keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii. Keep Arc regularly advised of Adviser's costs incurred.
 - iv. Advise Arc of any offers to settle and payments in to court.
If contrary to Arc's advice such offers or payments are not accepted

there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.

- v. Submit bills for assessment or certification by the appropriate body if requested by Arc.
- vi. Attempt recovery of costs from any third parties.
- vii. Agree with Arc not to submit a bill for Adviser's costs to Underwriters until conclusion of the Action.
- f) In the event of a dispute arising as to costs Arc may require the Insured to change Adviser.
- g) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- h) The Insured shall supply all information requested by the Adviser and Arc.
- i) The Insured is liable for any Advisers' costs if he withdraws from the Action without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

2 Disputes

Any disputes between the Insured and Arc in relation to Arc's assessment of the Insured's prospects of success in the case or nomination of solicitor shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3 Reasonable Prospects

At any time Arc on behalf of the Underwriters may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account: -

- a) Whether Advisers' costs are disproportionate to the value of the damages being claimed in the Action.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.

section 11: legal cover continued

- c) The prospect of being able to enforce a judgement.
 - d) The fact that the Insured's interests could be better achieved in another way.
 - e) Whether the Insured has a reasonable prospect of succeeding in the Action.
- 4 English Law
This contract is governed by English Law or the jurisdiction in which the policyholder resides unless otherwise agreed.
- 5 Language
The language for contractual terms and communication will be English.
- 6 Cancellation
The Insured may cancel this insurance at any time by writing to and providing fourteen days written notice to the Insured's insurance adviser.

The Insured's insurance adviser or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to the Insured's insurance advisor. No refund of premium shall be made.

To Make a Claim

The Insured should call 0845 828 28 23 and quote "AXA Direct Motor Legal Protection Motor Legal Protection" to enable them to deal with the claim.

Unless a conflict of interest arises the Insured is not covered for legal fees incurred before Court Proceedings are issued unless he uses Arc's panel solicitor or their agents which Arc will appoint to act for him.

Data Protection Act

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Arc's aim is to get it right, first time, every time. If Arc make a mistake, they will try to put it right promptly.

If the Insured is unhappy with the service that has been provided, he should contact Arc at the address below. Arc will always confirm to the Insured, within five working days, that they have received the Insured's complaint. Within four weeks the Insured will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks the Insured will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if the Insured is not satisfied with the delay, he may refer the matter to the Financial Ombudsman Service. The Insured can also refer to the Financial Ombudsman Service if he cannot settle his complaint with Arc.

Arc's contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel 0870 350 4400
Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk

Compensation

Arc and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. The Insured's entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Their FSA Register number is 305958. Their permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. The Insured can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance. IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118, Station Road
Redhill
Surrey RH1 1PR

Registered No: FC008998

section 12 motor rescue

This cover may apply to your policy. Your schedule will show if you have this cover.

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

For this section 'you' will mean any driver who is driving your car who is covered under this policy of insurance.

What is covered

We will arrange and pay the benefits set out on pages 43-44 if your car cannot be driven as a result of the following within Northern Ireland, Republic Of Ireland, Great Britain, Isle of Man and Channel Islands when you are over 2 miles from home:

- 🚗 electrical or mechanical breakdown;
- 🚗 the car does not start;
- 🚗 accident or fire;
- 🚗 theft, attempted theft or malicious damage;
- 🚗 punctures where you need help to replace or repair a wheel;
- 🚗 loss or theft of keys;
- 🚗 breakage of keys in the lock, or keys locked into the car; or
- 🚗 loss of, or running out, of fuel.

Benefits

1 Roadside assistance when over two miles from home –

We will send a repairer to help you. If repairs are possible, we will provide up to one hour's labour to repair your car, as long as the repair is carried out at the scene.

- #### 2 Towing –
- We will cover the cost of towing your car to the nearest repairer or to any other place you ask, if this is closer. If you choose to have your car brought to a repairer and your car will arrive at the repairers outside

If you have bought motor rescue you must use the number **0845 828 2823**. We suggest you put these numbers in your mobile phone immediately. We will not pay any expenses you may have to pay if you have not called the emergency number first.



Here to help

Section 12: Motor rescue continued

normal opening hours, we will cover the cost of towing it to a secure place and then on to the repairers when they open.

- 3 Passing on a message** – We will pass on any relevant messages for you.
- 4 Completing the journey** – If repairs to your car cannot be completed on the same day, we can arrange to have you and your passengers (but not hitchhikers) taken home or to your original intended destination within Northern Ireland, Republic Of Ireland, or Great Britain. We will arrange and pay for one of the following options, which we will decide.
- To transport you and your passengers to the intended destination, and take your car to the nearest repairer, or nearest repairer to your home or chosen destination if this is closer.
 - Accommodation expenses for one night, limited to bed and breakfast while you and your passengers are waiting for repairs to your car to be completed. The most we will pay is £25 for each person and £100 in total.
 - Hiring a suitable vehicle for up to 48 hours as long as this is not more than the benefit we would have paid under option a above. We may provide public transport for you to return to the repairer to reclaim your car after it is repaired.
 - Any other solution which, we believe, is the most suitable to help you and arrange for your car to be repaired and transported.
- 5 If your car is stolen** – If you are away from home and your car is stolen, we will arrange one of the benefits listed above to get you to your home or your intended destination.
- 6 Driveway assistance cover** – We will send a repairer to help you if your car fails to start or if your car breaks down within 2 miles of your home.

7 Extended towing cover –

We will cover the cost of towing your car to the nearest repairer, to your home or, if you choose, to your intended destination as long as the tow starts and ends in Northern Ireland, Republic of Ireland or Great Britain.

We will only pay if:

- you have contacted us using the emergency number **0845 828 28 23**;
- for attempted theft of your car, you have reported the theft to the Police; and
- you replace any faulty parts, including the battery, as soon as possible after discovering the fault.

What is not covered

- Any liability or resulting loss arising from anything performed or not performed as part of the services under this section.
- Any expenses which you can get back from any other source.
- Any claim where the car is carrying more passengers or towing a greater weight than that for which it was designed (as shown in the manufacturer's specification).
- Any claim arising out of driving your car on unsuitable ground.
- Any accident or breakdown brought about by deliberate act by you or another driver covered under this policy that could have been avoided.
- The cost of repairing the vehicle (except as outlined in the roadside and driveway assistance benefit on page 43-44).
- The cost of any parts, keys, lubricants, fluids or fuel.
- Any claim caused by fuels, mineral essences (such as oils or lubricants) or other materials that catch fire easily, explosives or poisons carried in the car.
- If we fail to perform any obligation for reasons beyond our reasonable control.
- Any claim where the vehicle is not the car covered under this policy.
- Any request for help if the person providing the service thinks you are under the influence of drink or drugs such that you would not be capable of legally driving a car.

section 13

injury to driver

You can buy this optional cover for an extra charge. Your schedule will show if you have chosen this cover.

What we will pay

1. Injury benefits for you

We will pay you or your legal representatives the compensation shown below if you are injured as a result of an accident while travelling in or getting into or out of:

- any motor vehicle (but not motorcycles, tractors, combines and farm implements) where you are a passenger or driver; or
- any boat or railway train where you are a fare-paying passenger, or the result of an accident with a railway train or road vehicle if you are a pedestrian.

Benefit	
A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) happening within one year as a direct result of the accident.	£10,000
B Hospital benefit, if you are in hospital for more than six days as a result of a road-traffic accident.	£130 a week for up to 26 weeks
C Death benefit	£30,000

- We will only pay benefit under one of the benefits A or C.

2. Injury benefits for named drivers

We will pay the legal representatives the benefits shown below if any named driver covered under this policy is killed or injured:

- driving your car; or
- when getting in to or out of your car.

We will pay their legal representatives the compensation shown below.

Benefit	
A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) which happens within one year as a direct result of the accident.	£10,000
B Death benefit	£30,000

We will only pay benefit under one of the benefits A or B.

We will only pay under either injury benefits 1 or 2 if:

- you and named drivers are between 16 and 75 years of age at the time of injury;
- we are told about the claim within 28 days of the death or injury happening
- the injured person immediately gets medical advice from a qualified medical expert and begins treatment; and
- our medical advisers are allowed to examine the injured driver as often as is thought necessary.

What is not covered

- Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- A criminal act.
- Where you, or the driver, were under the influence of alcohol or drugs at the time of injury or injury causing death.
- Taking part in racing or speed testing.
- Psychiatric illness or mental disorders including stress or stress related illness.

This section will not apply and payments will stop if you go to live outside the UK or Ireland.

general exceptions

- 1 This policy does not apply when your car:
 - is being used for purposes that are not shown in your certificate of insurance;
 - is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
 - is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
 - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
 - is towing a caravan, trailer, or other vehicle for a payment; or
 - is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.
- 2 If an accident happens and:
 - a) as a result you and any insured person is convicted or has a prosecution pending of an offence involving alcohol or drugs;
 - b) you or any insured person is driving while unfit to do so due to alcohol or drugs; or
 - c) you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.Then
 - i) The cover provided in section 1 of the policy for loss of or damage to the Insured vehicle will not apply; and
 - ii) you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident.

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



Here to help

General exceptions continued

- 3 This policy does not cover anyone who does not meet the policy terms and conditions.
- 4 This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.
- 5 This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
 - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6 This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:
 - a War, riot, revolution or any similar event.
 - b Any government, public or local authority legally taking or destroying your property.
 - c Any act of terrorism.
We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.
- 7 This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.
- 8 Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of:

a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

- 9 This policy document replaces any previous policy documents issued by us.

claims and underwriting exchange register

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

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

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

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

questions, complaints? / we're here to help.

➔ If you have questions or
complaints contact us on
www.axani.co.uk or ring us on
0845 828 2822

➔ For help with claims, ring us on
0845 828 2823



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