

WELCOME TO AXA DIRECT



**[ This is your policy wording**

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

To assist you we outline our Customer Complaint Procedure below. Our focus is always on solving your problems first, and doing this swiftly. We then take steps to make sure the problem does not happen again.

And while we are dealing with your issue we promise to keep you informed of what is happening.

### All you need to do is contact

1. AXA Direct at 28 28 20 if your complaint is in connection with your policy or
2. The AXA Claims Action Line at 0800 28 28 23 if your complaint is in connection with a claim.
3. You can also refer your complaint to a Team Leader or Manager.
4. If your complaint cannot be resolved at this stage, you can contact our Customer Care Department at AXA Insurance Freepost BEL 2531, Belfast BT1 1BR (Telephone 0800 039 1970) or e-mail to [axacustomer@axa.ie](mailto:axacustomer@axa.ie).

Your complaint will be logged and acknowledged. Your complaint will be fully investigated and a response will be issued to you within 7 days.

### Financial Ombudsman Service

If we have given you our final response and you are still dissatisfied you may be able to refer your case to the Financial Ombudsman Service (FOS).

Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone (0845) 080 1800. Fax: (020) 7964 1001.

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

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

### Our promise to you

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

Welcome to your policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us.

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

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

Please read your policy carefully and keep it in a safe place.

Your Policy is in four parts:

- The proposal form and declaration
- The policy wording in this booklet
- The schedule which has details of you, the car, the cover and the period of insurance
- The current Certificate of Motor Insurance which gives details of who may drive and the purpose for which the car may be used.

In return for having received and accepted your first premium and any further premium we may require, AXA Insurance Limited (called 'The Company') will provide insurance as described in the following pages for, injury, loss or damage happening during the period of insurance or any subsequent period which may be agreed anywhere in Northern Ireland, Republic of Ireland, Great Britain, the Isle of Man or the Channel Islands or in transit by sea between any ports therein.

On behalf of AXA Insurance Limited



John O'Neill  
Chief Executive  
AXA Insurance Limited  
Reg. No. 136155  
Reg. Office: Wolfe Tone House, Wolfe Tone Street, Dublin 1.

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The following words have the same meaning wherever used in the policy or schedule.

We/Our/Us/Company/AXA Direct - AXA Insurance Limited.

You - means the person named as the insured in the schedule and the Motor Insurance Certificate.

Car - means any motor car, details of which have been given to us and for which there is in force an effective Certificate of Motor Insurance issued under the policy.

Your Choice of Cover

The schedule shows the cover you have bought. If your cover is:

Comprehensive - You have the benefit of the entire policy (Sections 1 to 9),

Third Party Fire & Theft - Section 1 does not apply except for loss or damage to your car arising from fire, theft or attempted theft. Section 2 and 3 will not apply,

Third Party Only - Sections 1, 2 and 3 do not apply.

The endorsements at the end of this document only apply if your schedule indicates that they do.

We will pay for loss or damage to your car, and its accessories and spare parts while they are in or on your car.

### 1.1 Policy Excess

Your policy excess is shown in the schedule. This is the amount you have agreed to pay for each incident of loss or damage to your car.

The excess shall not apply to loss or damage caused by:

- fire
- theft or attempted theft.

### 1.2 Repairs to your car

We may, at our option, repair, reinstate or replace your car, its accessories and spare parts or make a payment in cash of the amount of loss or damage.

We will not pay more than the market value of your car prior to the loss or damage.

We will not pay more than the manufacturer's current list price (plus the reasonable cost of fitting) for any part or accessory.

### 1.3 New Car Replacement

We will replace your motor car within twelve months of its purchase as new, with a new car of a similar specification (subject to availability). The damage within the meaning of your policy and estimated by The Company, must be more than 50% of the manufacturer's last published list price (inclusive of Value Added Tax).

Also provided that:

- You have owned the vehicle from its first registration as new.
- It has travelled not more than 15,000 miles.
- As a result of theft, the vehicle is not recovered within 28 days of the loss being reported to us.

The amount that would be payable is limited to the cost as though the new vehicle is of standard specification, the same manufacture and model of the vehicle being replaced. Any vehicle that is replaced will belong to The Company.

"New car for old" cover is only applicable where the replacement vehicle is available in the UK.

### 1.4 Hire Purchase or Leasing Agreement

If we know that your car is the subject of a hire purchase or leasing agreement, any payment may be made to the owner named in it whose receipt will be a full and final discharge.

### 1.5 Collection and delivery of your car after loss or damage

Please contact the AXA Direct Helpline on 0800 28 28 23 if your vehicle sustains damage covered by this policy. You will be provided with the name of the nearest AXA Direct Approved Repairer, who can undertake the work. Courtesy cars are available. (Certain conditions may apply).

If your car is disabled, The Company pay the reasonable costs of protection and removal to the nearest AXA Direct Approved Repairer. After it has been repaired we will pay for the reasonable cost of delivery of your car to your last known address in Northern Ireland.

These costs will be paid in connection with a valid claim for loss or damage.

If you have to pay an excess, the repairer will require you to pay it to them before they return your vehicle. If you choose not to use an AXA Direct Approved Repairer, you must provide two written estimates of repair to AXA Direct and await authorisation for repairs to proceed.

#### Courtesy Cars - Approved Repairer Network (available in the UK only)

If your car suffers damage and you have comprehensive cover, you will be provided with a free courtesy car while repairs to your vehicle are being carried out by the AXA Insurance Approved Repairer. A courtesy car will not be available if your car is declared a total loss or is the subject of an unrecovered theft loss.

If you suffer death or accidental bodily injury while travelling in or on, or getting into or out of any private motor car, and the injury results directly and independently of any other cause within the following three months, The Company will pay the relevant benefit:

Benefits	
Death	£2,000
Total and irrecoverable loss of sight in an eye	£2,000
Loss by severance of an entire hand or foot	£2,000

The maximum payment in any one period of insurance in respect of any one person is £2,000.

If you hold any other motor policy with us then the benefit will be payable under one policy only.

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

#### We will not pay a benefit:

- If the injury resulted from suicide or attempted suicide.
- If the injury was sustained while the injured person was under the influence of alcohol or drugs.

#### Exceptions to Section 1

##### We will not pay:

- 1 For depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages.
- 2 For damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
- 3 More than £500 following loss or damage to your cars audio systems unless the equipment was fitted by the Manufacturer or Authorised Dealer as original equipment in accordance with their standard specification for the vehicle. These include radios, tape or disc players or any part of any item of sound reproducing equipment or car telephones.
- 4 Loss or damage resulting from the use of your vehicle in a rally, competition or trial.
- 5 Any reduction in the market value of your vehicle following its repair.
- 6 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, uncollectible, irrecoverable or redeemable for any reason.
- 7 Loss of or damage to the vehicle where possession is obtained by fraud, trick or false pretences.
- 8 Loss resulting from repossession of the vehicle or restitution to its rightful owner.

If you, your driver or a passenger in your car suffers accidental bodily injury while travelling in or on, or getting into or out of your car, we will pay up to £200 to each person for medical expenses.

#### 4.1. Indemnity to You

##### Third Party Bodily Injury

We will cover you for all sums you become legally liable to pay for death or bodily injury to any person as a result of any accident or incident involving your car.

##### Third Party Property Damage

We will also cover you for sums you become legally liable to pay for damage to another person's property up to an amount of £20,000,000.

If this policy covers more than one person, this amount is the aggregate amount to be paid between all the people covered. You will have priority over any other people covered.

If we choose, we can settle a claim by paying you the full amount of £20,000,000, less any amount we have already paid and less any amount we will have to pay for legal costs and expenses incurred up to the date of our payment to you. If we make such a payment to you, we will take no further part in the handling or settlement of a claim.

#### 4.2. Indemnity to Other Drivers

We will cover under the terms of Section 4.1., any person shown in the Certificate as entitled to drive, who is driving your car with your permission provided the use of the car is covered on the Certificate.

#### 4.3. Indemnity to Your Passengers

At your request we will cover in the terms of Section 4.1., any passenger (other than the driver) travelling in, or getting into or out of your car.

#### 4.4. Indemnity to Your Employer

We will cover in the terms of Section 4.1., your employer in respect of any accidents/incidents occurring while your car is used by you on your employers business provided that the use of your car, shown on the Certificate, covers business or professional use.

#### 4.5. Indemnity to Your Personal Representatives

In the event of death of any person insured under this policy we will give the personal representatives of the Insured person the protection of the policy against any liability arising under Section 4.

#### 4.6. Driving Other Cars

We will cover, in terms of Section 4.1. the driving by you, of any motor car not belonging to you or hired to you under a hire purchase agreement, provided that:

- 1 The use of the vehicle is covered on the Certificate of Motor Insurance.
- 2 The motor car is not owned by your employer or hired to him/her under a hire purchase agreement.

If you are permitted to drive other cars, please note that cover is restricted to Third Party Only and does not cover cars owned by you or your employer or cars which are hired by you or your Employer under a Hire Purchase or Leasing Agreement.

#### 4.7. Legal Expenses

We will cover with our prior written agreement:

- 1 Your legal costs and expenses incurred in settling or defending any claim covered by Section 4 (Liability to Third Parties).
- 2 (a) Solicitors fees for representation at any coroners inquest or Court of Summary Jurisdiction, in respect of any death, which may be the subject of indemnity under Section 4 (Liability to Third Parties).  
(b) The cost of defence against a charge of manslaughter or causing death by Dangerous Driving.

#### 4.8. Emergency Treatment

We will pay the cost of emergency treatment fees as required by the Road Traffic Acts and such payment will not affect your No Claim Discount.

#### Exceptions to Section 4

We will not cover:

- Death of the person driving
- Bodily injury to the person driving
- Death of the person in charge of the car
- Bodily injury to the person in charge of the car
- Damage to any Vehicle being driven or used by a person insured.
- Damage to property belonging to, or held in trust by, or in the custody or control of, the person insured.
- Any person, other than you, who has insurance under another motor policy.
- Injury to anyone in the employment of the person insured and arising out of and in the course of that employment
- Any person insured who does not comply with the terms, exceptions and conditions of the policy.
- Any person in 4.1 to 4.5 inclusive if, to that persons knowledge, the driver does not hold a license to drive it. This exclusion will not apply if the driver has held a license and is not disqualified from holding or obtaining one.

If the person insured does not comply with the claims procedure we reserve the right not to pay a claim.

If the law requires us to pay a claim which would otherwise not be covered, we reserve the right to recover the amount from you or the person responsible.

This policy operates while your car is towing a caravan, trailer or a disabled mechanically propelled vehicle as permitted by law. We will not be liable for a claim arising:

- While such a trailer, caravan or a disabled mechanically propelled vehicle is being towed for reward.
- For loss of or damage to the trailer, caravan, disabled mechanically propelled vehicle or to property carried in or on it, or injury to any persons being carried in or on it.

Detached cover for trailer or caravan is available under our optional extra benefits package. Your schedule will note endorsement 5 if you have selected this cover.

Subject to our agreement and provided 14 days notice of an intended foreign visit has been given to us, you may extend the full benefit of your policy whilst the Insured Car is being used on the Continent of Europe for a period not in excess of four weeks. (A Green Card may be issued on request).

This policy, subject to such terms and conditions as may be required by us, will apply.

The continent of Europe includes:

- Any Country which is a member of the European Union (EU).
- Any other country which the Commission of the European Union approves as meeting the requirements of Article 7 (2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of motor vehicles.

European Union (Compulsory Cover)

We will provide the minimum insurance to allow you to use your car;

- 1 In any member State of the European Union,
- 2 In any other countries which have made arrangements which meet the insurance requirements of and are approved by the Commission of the European Union.

If your car is to be laid up and out of use you can suspend your cover by sending us written confirmation and returning your Motor Insurance Certificate. All cover will be suspended automatically from the **date of receipt** of the Certificate, except for loss or damage by fire, theft or attempted theft where the policy provides such cover.

If the policy is suspended for more than four consecutive weeks you will be entitled to a credit of premium equal to 75% of the pro-rata premium for the period the policy was suspended (80% if Third Party Only cover), provided that the laying up does not result from loss or damage which is the subject of indemnity under this policy.

This section is inoperative if this policy is issued or renewed for a period of less than 12 months.

Your renewal premium will be adjusted as follows if no claim arises under this policy during the period of cover shown below:

**Period of insurance\***

Number of preceding years	No Claims Discount	Protected No Claims Discount
1 year	35%	-
2 years	45%	-
3 years	55%	-
4 years	65%	-
5 years or more	70%	66.2%

\* For No Claim Discount purposes, a period of insurance is one year between the beginning of the policy and the renewal date, or between renewal dates.

If one or more claims arise during any period of insurance the No Claims Discount earned at the last renewal will be reduced at your next renewal as follows

No Claims Discount at Last Renewal	No Claims Discount at Next Renewal		
	1st Claim	2nd Claim	3rd Claim
Nil	Nil	Nil	Nil
35%	Nil	Nil	Nil
45%	Nil	Nil	Nil
55%	35%	Nil	Nil
65%	45%	Nil	Nil
70%	65%	45%	Nil

The No Claims Discount will revert to NIL if the incident giving rise to the claim results in:

- The driver being convicted of dangerous driving.
- The driver being charged with a drink driving offence.
- The driver being charged with a drug related offence.

The following claims will not effect the calculation of the No Claims Discount:

- Medical expenses.
- Emergency treatment fees.
- Fire and Theft Claims.
- Claims where we recover the entire cost in full.

The policy does not cover:

1. Any injury loss or damage occurring while your car is being:
  - a) driven by any person not covered by your Certificate.
  - b) used for any purpose not permitted by your Certificate.
  - c) driven by you unless you hold a licence to drive such a car or have held and are not disqualified from holding or obtaining such a licence.
  - d) driven, with your permission, by any person who to your knowledge does not hold a licence to drive such a car unless such person has held and is not disqualified from holding or obtaining such a licence.
2. Any liability accepted by agreement, unless the liability would have existed anyway.
3. Injury, loss or damage arising from
  - (a) ionising radiations, or contamination by radioactivity, from any irradiated 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 of its nuclear component.
4. Any consequence of hostilities (whether war has been declared or not), civil war, revolution or military or usurped power, except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any injury, loss or damage (except under Section 4 - Liability to Third Parties) caused by
  - (a) earthquake
  - (b) riot or civil commotion occurring in the United Kingdom or the Republic of Ireland, or on the Continent of Europe.
6. Any accident, injury, loss, damage, or any liability of whatsoever nature while your vehicle is in or on the part of an aerodrome, airport, or airfield provided for
  - (a) the take-off and landing of aircraft and for the movement of aircraft on the surface
  - (b) aircraft parking aprons including associated service roads and ground equipment parking areas, those parts of passenger terminals of an international airport which come within the Customs examination area.

## 1. Claims Procedure

### Reporting an Accident

You or your personal representatives must within 30 days, phone us at 0800 28 28 23 and report any accident, injury, loss or damage.

You must also send us, unanswered, any writ, summons, or letter you receive in connection with the incident, without delay.

You must inform us immediately of any impending prosecution, inquest or fatal inquiry.

### Admitting Fault

Neither you nor anyone else seeking the protection of the policy must make any admission of liability or negotiate the settlement of any claim without our written consent.

### Settling a Claim

We will be entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for its own benefit in the name of any person insured who must give us all the information and assistance we may require.

## 2. Other Insurance

If at the time a claim is made under this policy and there is in existence another insurance policy which would cover the claim, we will pay only our share of the claim, except as otherwise stated in this policy.

## 3. Looking After Your Car

You must take all reasonable steps to safeguard your car from loss or damage and to maintain it in an efficient and roadworthy condition. You must allow us free access to examine your car at any reasonable time.

## 4. Cancellation of Your Policy

### *Cancellation by You*

You may cancel the policy at any time by returning to us your written confirmation, Certificate of Motor Insurance.

If you cancel the insurance in the first year, any return of premium will be based on the Company's short period rate, details of which can be obtained on request. If you cancel during a second or subsequent year, the return will be on a pro-rata basis less an administration charge.

You will not be entitled to a cancellation refund where a claim has been made in the current period of insurance.

### *Cancellation by Us*

We may cancel your policy by sending you a minimum of 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.

## 5. Rights of Recovery

If the law of any country in which you are covered by this policy obliges us to settle a claim which otherwise we would not have had to pay, we reserve the right to recover our payments from you or the person who incurred the liability.

## 6. Your Obligation to Comply with the Terms and Conditions of the Policy

This policy will only operate if:

- Its terms, provisions, conditions and endorsements are complied with,
- The statements made, and the information given to us orally and outlined in the proposal confirmation which forms the basis of the contract, are complete and correct to the best of your knowledge and belief.

If there is proof of a breach of this condition then we will be entitled to recover from you or anyone responsible any amount paid as required by law in a territory covered by this policy.

## 7. Arbitration

Any difference arising under the policy shall be referred to arbitration in accordance with statutory provisions then being in force and the making of an award shall be a condition precedent to any right of action against The Company.

Any claim for which we disclaim liability and which has not within a year of such disclaimer been referred to arbitration shall be deemed to have been abandoned and not recoverable thereafter.

## 8. Fraud

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

- Fails to disclose or conceals a fact likely to influence the assessment or acceptance of a proposal, a renewal, or any adjustment to the policy or,
- Fails to disclose or conceals a fact likely to influence the provision of indemnity or the extent of indemnity provided by company or,
- Makes a statement to the company or anyone acting on the company's behalf knowing the statement to be false in any respect or,
- Submits a document to the company or anyone acting on the company's behalf knowing the document to be forged or false in any respect or,
- Makes a claim in respect of any loss or damage caused by your own willful act or with your connivance.

then and in addition to any other rights or remedies which the company may have under this policy or otherwise the company:

- will not pay a claim,
- will not pay any other claim which has been or will be made under the policy,
- may at the company's option declare the policy void,
- will be entitled to recover from the insured the amount of any claim already paid under the policy,
- will not make any return of premium,
- may inform the appropriate law enforcement authority of the circumstances.

**An endorsement is only operative if referred to by its number in the relevant place in your schedule. Endorsements are subject to the terms and conditions of your policy.**

### 1. Protected No Claims Bonus

If your schedule indicates that No Claims Discount Protection is operative, the discount in respect of 5 or more periods of driving without an incident giving rise to a claim will be 66.2%.

If, in a three year period, you have incidents that may give rise to a claim, your No Claims Discount at the renewal following each claim will be:

One or two incidents in a 3 year period	Three incidents in a 3 year period	Four or more incidents in a 3 year period
66.2%	55%	Nil

Provided that the driver is not convicted of any offence under any Road Traffic legislation in any jurisdiction as a result of the incident.

### 2. Driving Other Cars Excluded

Section 4.6 of the policy is cancelled.

### 3. Windscreen Breakage

We will pay for broken glass in the windscreen or windows and any resultant scratching to the bodywork of your car resulting solely and directly from the broken glass.

#### Limit of Cover

We recommend policyholders avail of the services of our approved repairers Autoglass and RAC Auto Windscreens. Where the services of any other repairer are used the maximum AXA Direct will pay is £150.

### 4. Farm Use

We will not be liable for damage to your car caused by produce and/or livestock carried in it.

### 5. Extra Benefits

(only operative if you have chosen it and it appears on your schedule)

#### Windscreen Breakage

We will pay for broken glass in the windscreen or windows and any resultant scratching to the bodywork of your car resulting solely and directly from the broken glass.

#### Limit of Cover

We recommend policyholders avail of the services of our approved repairers Autoglass and RAC Auto Windscreens. Where the services of any other repairer are used the maximum AXA Direct will pay is £150.

#### Autoglass and RAC Auto Windscreens.

#### Clothing and Personal Effects

The Company will indemnify the Insured, or at the request of the Insured, such other person as may be the owner of the property, against loss of or damage to clothing and personal effects contained in the Insured vehicle by accident, fire or theft involving the vehicle itself. The liability of The Company shall not exceed the sum of £125 in respect of any one claim or series of claims arising out of any one event.

#### This section does not operate in respect of:

- 1 Money, stamps, tickets, documents, securities, furs or jewellery,
- 2 Goods, tools or stamps carried in connection with any trade or business. Any article which is insured under any other insurance whether effected by the Insured or not. (It is expected that reasonable precautions will be taken when leaving property in the Insured Car).

#### Hospital Benefit.

If the Insured is hospitalised for more than six consecutive days as a result of a road traffic accident involving the Insured Vehicle, The Company will pay to the Insured an amount of £100 per week or part thereof while the Insured is hospitalised.

Compensation shall not be payable where death or bodily injury is sustained whilst the Insured is under the influence of intoxicating liquor or drugs or where it is consequent upon suicide, (whether felonious or not) or attempt there at or otherwise intentionally inflicted.

This section shall not operate where the Insured is a firm or company. The liability of The Company in respect of such benefits shall not exceed 20 weeks.

#### Extra Legal Defence Fees

The Company will, at the Insured's written request, undertake the defence of the Insured or any other person entitled to indemnity under Section 4 of this Policy, in respect of any charge of manslaughter or dangerous driving causing death or serious bodily harm, when such charge arises out of an accident which is the subject of indemnity under this Policy.

The liability of the Company shall not exceed £1,000 in any one claim or series of claims arising out of any one event. The Company may, at its option, relieve itself of further liability for providing such legal service by paying the Insured the said sum of £1,000 less the expenses incurred by The Company to the date of payment.

### 6. Third Party - Detached Trailer or Caravan Cover

The Company will indemnify the Insured in the terms of Section 4 (Liability to Third Parties), in respect of liability arising while any trailer or caravan, details of which have been supplied to The Company, is detached from any vehicle insured under this policy.

**The Company shall not be liable:**

- 1 If the trailer or caravan is attached to a vehicle for which indemnity is not provided by this insurance,
- 2 In respect of loss of or damage to property carried therein or thereon or injury to any person therein or thereon except so far as is necessary to meet the requirements of Road Traffic Act Legislation.

### 7. Personal Accident Benefits Clause Excluded

Section 2 of this policy headed "Personal Accident Benefits" is cancelled.

*This page is for your assistance only and does not form part of the Policy*

### Change of Risk

To avoid invalidating the cover provided by the Policy, all changes in risk must be notified immediately to AXA Direct. For example:

- 1 Changes of vehicle, address, occupation or use of vehicle.
- 2 If you or any person permitted to drive have incurred any motoring conviction (other than for parking) or if there are any prosecutions pending.
- 3 If you or any person permitted to drive have had any restriction placed on the term of their licence for medical reasons by the DVLA.

### Going abroad

Although your Policy already provides cover for most European countries, we recommend a Green Card for all visits to the European Continent.

Please let us know at least 14 days before you leave and supply the following information:

- 1 The period for which cover is required, i.e. the date you leave and the date you arrive back in Northern Ireland.
- 2 Your Policy number.
- 3 The registration number and make and model of your vehicle.
- 4 Countries to be visited.

### Stolen Cars

Please notify the police authorities as soon as the loss is discovered. If your car is not recovered we will negotiate settlement on the basis of the market value of the car at the time of the loss.

### Useful Telephone Numbers

Customer Service	<b>0800 28 28 22</b>
24 hour Claims Service	<b>0800 28 28 23</b>
Windscreen Breakage	<b>0800 26 96 61</b>

AXA considers that protecting personal information is very important and we recognise that you have an interest in how we collect, use and share such information. We invite you to review this Data Protection Notice, which outlines how we use and protect that information.

#### Use of Information

1. This notice will explain how AXA will use information provided by you. References to "AXA" means AXA Insurance Limited and other companies in the AXA Group within the European Economic Area.

The information that you provide to AXA will be held on a computer, computer database, e-mail, imaged documents, files, and letter and/or in any other way. AXA will use this information to (i) administer and process any products /services you have purchased from us, (ii) administer any future agreements we may have with you, (iii) manage any claim notified by you or by a third party and (iv) for client services, research and statistical analyses.

2. When considering a proposal or administering your insurance contract(s), handling claims, or making decisions regarding deferred payment arrangements, including whether to continue or to extend an existing deferred payment arrangement, AXA may carry out searches (for the purpose of verifying your identity and driving experience) and/or a credit search with one or more licensed credit reference agencies. AXA may use credit scoring and other automated decision making systems.

#### Rights of Customers

3. You have the right of access to the personal data held about you by AXA by sending a written request to the Data Protection Unit, AXA Insurance Limited, Wolfe Tone House, Wolfe Tone Street, Dublin 1, and on payment of a fee of £5.00 you also have the right to require AXA to correct any inaccuracies in the information we hold about you.

#### Sharing of Information

4. We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims.

Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

#### Other Products and Services

5. In the future we, AXA, would like to use your personal data for the purpose of offering you other products and services, including those available from companies in the AXA Ireland Group and carefully selected third parties, which AXA thinks may be of interest to you. In this connection, and occasionally for market research and statistical purposes, the services of a reputable external agency may be used. If you decide to proceed with this proposal or have any other communication with AXA through or in relation to its products and services you accept the use by AXA of your personal data as indicated.

#### Claims and Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange Register, run by 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. Under the conditions of your policy, You must tell us about any incident (such as an 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.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). This may be consulted by the Police in order to establish who is insured to drive the vehicle. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information.

Persons with a valid 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 your insurer, or at [www.miic.org.uk](http://www.miic.org.uk). You should show this notice to anyone insured to drive the vehicle covered under this policy.

