

Welcome to Lloyds Bank Car Insurance

Gold Policy Wording



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Your policy wording

What is this document?

This document gives **you** details of what **your policy** covers, so please read over it, along with **your policy schedule** and **motor certificate**. These documents together comprise **your** contract of insurance.

If **you** spot something that's wrong, **you** can update it in **your account**.

Please make sure to keep **your** details up to date, as **your** cover can be affected if not – e.g., **we** may not pay for all or part of **your** claim.

You should also show **your policy** to anyone else who is covered under it and make sure that they're aware of its terms and conditions.

You'll notice that certain words are highlighted in bold throughout this document – these words have specific meanings, and **you** can find more information in the 'Definitions' section.

Managing your policy

Before **we** get started, here's some useful web addresses **you'll** need:

Our Help Hub – help.loyds.insuremotor.co.uk/help

Your account – loyds.insuremotor.co.uk/account

Our claims portal – loyds.insuremotor.co.uk/claim/car

You can find everything **you** need in **your account**.

In **your account** **you** can:

- ✔ Get access to **your** important **policy** documents.
- ✔ Make changes to **your policy** with no online admin fees.
- ✔ Check **your policy** information.

You can call **us**, as **we** understand **you** may need to talk to **us** sometimes. Just to let **you** know, admin fees may apply for **policy** changes or cancellations **we** make on your behalf. (See General condition 15 for more information).

When contacting **us**, **we** can only speak with the policyholder or someone acting on their behalf (if permission has already been left for them to speak with **us**).

To protect **your** information, **we'll** ask some security questions when **we're** contacted about the **policy**.

If **you** need to cancel the **policy**, **you** can do this in **your account** in most cases. There may be times when **we** may need to speak with **you** to cancel the **policy**.

To protect **you**, **we** are unable to deal with anyone else cancelling the **policy** on **your** behalf. **We** may monitor or record telephone calls to improve **our** service and to prevent fraud.

Your policy wording continued

Need to make a claim?

Hopefully, **you'll** never need to claim but if **you** do, **we'll** be there to help **you** every step of the way.

You can make a claim by heading to **our** claim portal at www.lloyds.insuremotor.co.uk/claim/car

We also have a 24/7 emergency service which will help to recover **your car** if it's undriveable after an accident – if **you** need this, head to the link above and **we'll** get **you** sorted. If **you** need phone support, **you** can also call **us**.

Call to make a claim

Claims in the UK – 0330 024 6405

Claims outside the UK – +44 (0)20 3435 9751

For emergency support or to report a new claim, service is available 24 hours a day, every day.

To discuss a claim that **you** have already made, **our** claims team is available Monday to Friday 9am to 5pm. Closed Saturdays and Sundays. Bank holiday opening times may vary.

Windscreen claims – 0330 024 6862

Lines open 24 hours a day 7 days a week.

Who can claim?

The policyholder, any **named drivers**, or any passengers in **your car**. If **you** need to call **us** about **your** claim, **we** can only speak with the policyholder or **named driver**. Passengers and other people will need the policyholder to provide permission for someone else to call on their behalf.

Claiming for accidents

- Once **you've** checked everyone is okay, get as many details of the incident as **you** can – things like the details of the other car(s) involved, the other drivers, photos of damage and details of any witnesses can really help.
- Make **your** claim as soon as **you** can after the accident – it takes just a few minutes.
- **We'll** give **you** updates on **your** claim whenever there's new information to share, and if someone contacts **you** about **your** claim, pass them on to **us** so **we** can look after everything for **you**.

Claiming for theft

Contact the police as soon as **you** can to log the theft and get a crime reference number.

Useful telephone numbers

Need help?

Help team – 0330 024 8081 – Lines open Monday to Friday 8am to 8pm. Saturday 9am to 5pm. Closed Sundays. Bank holiday opening times may vary.

Need to make a claim?

Claims team – 0330 024 6405 (whilst in the UK) or
+44 (0)20 3435 9751 (claims outside the UK)

For emergency support or to report a new claim, service is available 24 hours a day every day.

To discuss a claim that **you** have already made, **our** claims team is available Monday to Friday 9am to 5pm. Closed Saturdays and Sundays. Bank holiday opening times may vary.

Additional claims phone numbers:

Glass team – 0330 024 6862 – Lines open 24 hours a day, 7 days a week.

Breakdown team – 0330 024 6422 or **+44 (0)1737 815 230** (whilst in Europe).
Lines open 24 hours a day, 7 days a week, or **you** can report it at
www.axarescue.co.uk

Legal cover claims team – 0330 024 1305 – Lines open Monday to Friday 9am to 5pm. Closed Saturdays and Sundays. Bank holiday opening times may vary.

Need to make a complaint?

General policy complaint – 0330 024 8081 – Lines open Monday to Friday 8am to 8pm. Saturday 9am to 5pm. Closed Sundays. Bank holiday opening times may vary.

Claims complaint – 0330 024 6405 – Lines open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

Legal assistance complaint – 01206 615 000 – Lines open Monday to Friday 9am to 5.30pm. Closed bank holidays, Saturdays, and Sundays.

Breakdown complaint – 01737 815 913 – Lines open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

What to do if you're still not satisfied?

Contact the **Financial Ombudsman Service – 0300 123 9123** or **0800 023 4567** – Lines open Monday to Friday 8am to 5pm.

Useful telephone numbers continued

Need help if you have broken down and you've selected breakdown cover?

UK emergency help – 0330 024 6422 – Lines open 24 hours a day, 7 days a week, or **you** can report it at www.axarescue.co.uk. Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word “breakdown” to **+44 (0)7984 434 960**.

Breakdown Assistance in Europe – +44 (0)1737 815 230 – Lines open 24 hours a day, 7 days a week.

Help on motorways – 0330 024 6422 – Lines open 24 hours a day, 7 days a week.

Need legal assistance and you've selected legal cover?

Legal helpline – 0300 303 2933 or **+44 (0)300 303 2933** for assistance outside the UK. Lines open Monday to Friday 8am to 6pm (excludes bank holidays). Saturday 9am –midday, closed Sundays.

Our definitions

These definitions apply throughout **your policy**.

Where **we** explain what a word means, that word will be in bold print and will have the same meaning wherever it is used in the **policy**. This includes where **we** use contractions (shortened forms of word groups) for these definitions, e.g. 'we'll' instead of 'we will' or 'you're' instead of 'you are.'

Wording in this document	What it means
Accessories	Parts or products specifically designed to be fitted to your car , including child car seats and spare parts, but excluding audio equipment . If your car is an electric car, we'll also cover the charging cable, although you'll have to pay the policy excess if you make a claim.
Audio equipment	Permanently fitted car audio, telephone (including hands-free), in-car entertainment and/or satellite navigation systems up to the limits shown in the schedule .
Cyber act/ Cyber incident	<p>A cyber act is a malicious or criminal act, or a series of malicious or criminal acts, involving unauthorised access to, processing of, use of or operation of any computer system. This also involves the threat or hoax of any malicious or criminal act and applies regardless of time or place.</p> <p>A cyber incident is:</p> <ul style="list-style-type: none"> ▪ a failure or unavailability of any computer system, this includes partial and series of failures and unavailability; or ▪ an error or series of errors in the use of any computer system. <p>A computer system means computer hardware, software, communications system, electronic devices forming part of your car. This includes smart phones, laptops, tablets, wearable devices and any data storage device networking equipment or backup facility.</p>
Excesses	The amount you must pay towards any claim even if the incident is not your fault. Excesses apply under the damage, fire and theft, windscreen and driving abroad sections of this policy . Excess amounts are shown in your schedule .

Our definitions continued

Wording in this document	What it means
Market value	The cost of replacing your car with another of the same make and model and of a similar age, mileage, and condition at the time of the accident or loss. The market value may also be affected by other factors such as a valid MOT, how you purchased your car and whether it has been previously declared a total loss.
Brand Name	Lloyds Bank Car Insurance
Your account	Your own secure online area, hosted by us , where you can access your policy details.
Motor certificate	The document which provides evidence that you have taken out insurance as required by law. Your motor certificate shows who is entitled to drive your car and the classes of use permitted.
Misfuelling	Accidental filling of the fuel tank with inappropriate fuel for your car .
Named driver	A person who is named on the motor certificate as entitled to drive.
Period of insurance	The period from the start date to the end date of your current policy . This is shown on your schedule and motor certificate .
Policy	This policy wording for your motor insurance together with your schedule and motor certificate . These documents together comprise your contract of insurance.
Recycled parts	Parts that are recycled from other cars, including parts denoted by the motor trade industry as 'green'.
Schedule	The document which identifies the policyholder and sets out details of your policy cover, including the applicable excesses and any optional sections you have selected.
Trailer	Any form of trailer , caravan or car which is towed by a car insured under this policy . Any trailer towed by your car must be kept roadworthy and must comply with the law in any country where you are towing.
United Kingdom (UK)	England, Scotland, Wales, and Northern Ireland.

Our definitions continued

Wording in this document	What it means
Vandalism/ Vandalised	A deliberate and malicious attack that causes damage to your car .
We/Us/Our	AXA Insurance UK plc who underwrite all sections of the policy except breakdown cover, which is underwritten by Inter Partner Assistance S.A. who are fully owned by and are a part of the worldwide AXA Group.
You/Your	The person named as the policyholder on the schedule and motor certificate .
Your car	The private motor car insured under this policy as identified by its registration mark in your current motor certificate and schedule . This includes any car provided under the damage, fire and theft or courtesy car upgrade sections of the policy .

Your policy benefits

All included as standard:

Courtesy car

You'll get a 3-door courtesy car when **you** make a claim.

You'll have it for as long as **your car** is being repaired after an accident, when **you** use **our** approved repairers.

You won't receive one if the car **we** cover on this **policy** has been stolen and not recovered or written off.

See more information in the courtesy car section.

Personal accident cover

Up to £5,000 for accidental death or serious injury to **you** or anyone travelling in **your car**.

Exclusions apply – **you** can see more information in the personal accident section.

Medical expenses

£100 to help cover the medical expenses of anyone who is travelling in **your car**, who is injured because of an accident.

Windscreen and glass cover

We'll repair or replace broken glass in **your car's** windscreen or windows.

See more information in the windscreen and glass damage section.

Emergency 24-hour helpline

Help 24/7 when **you** need to let **us** know about a new claim, or if **you** need emergency recovery after an accident due to **your car** being undriveable.

Car rescue cover

If **you've** been involved in an accident in the **UK**, **we'll** recover **your car** if it isn't drivable, or if the policyholder/**named driver** can't drive due to being injured. **We'll** transport **you**, **your** passengers and pets to a safe place.

If **we** can't do this, **we'll** cover up to £100 for transport costs so **you**, **your** passengers and pets can get to a safe place. Please keep any receipts for this, as **you'll** need them when claiming.

Misfuelling

We'll cover **you** if **you** accidentally fill **your car** with the wrong fuel.

See more information in the damage, including misfuelling section.

Your policy benefits continued

New car cover

We'll replace **your car** with a new one of the same make, model, and specification if **your car**:

- was first registered less than a year ago;
- was brought new in the **UK**; and
- has been stolen and not recovered, or damaged to the point that repairs would cost more than 60% of the cost of buying an identical car. **We'll** calculate this cost based on the manufacturer's **UK** list price (including taxes and **accessories**) at the time of the loss or damage.

We'll offer **you** a similar car (of the same list price) if a suitable replacement isn't available, or **your car** wasn't supplied as new in the **UK**.

We'll only replace **your car** if:

- **your excess** has been paid;
- a replacement car is available in the **UK**;
- the original purchase invoice is available;
- **you** brought **your car** outright or it's been hired to **you** under a hire purchase, personal contract purchase or leasing agreement, and anyone with a financial interest in **your car** agrees to the replacement; and
- **you're** the first registered keeper of the car, or the second registered keeper if **your car** was pre-registered in the name of the manufacturer or dealer and had a mileage of less than 250 miles when it was purchased.

If **we** settle a claim like this, the lost or damaged car becomes **our** property. **You'll** need to send **us** the registration document for **your car**.

Please note: Cars sold as 'ex demonstrators' and 'nearly new' don't qualify for replacement under this section.

Vandalism promise

If **your car** has been **vandalised**, **you** won't lose **your** No Claims Discount when **you** claim – that's **our** **vandalism** promise.

You'll still need to pay **your excess** and, to be eligible, **you** must report the **vandalism** to the police as soon as possible after it's discovered. **You'll** need to give **us** a crime reference number when **you** claim. **Your** No Claims Discount will be affected if **you** can't give **us** a crime reference number.

Redelivery costs

If **we've** recovered **your car** after an accident, **we'll** deliver it back to **you** for free once it's been repaired.

Your policy benefits continued

Repair guarantee

If **you** make a claim and use **our** approved repairer, **our** repairs are guaranteed for as long as **you** own the car.

Key cover

Up to £2,500 for when **your car** keys, key fob or entry card or any other device designed and made by the manufacturer to access and start **your car**, are damaged, lost or stolen.

Exclusions apply – see **our** key cover section for more information.

Personal belongings

Up to £300 for personal belongings, such as clothing and mobile phones if they are damaged in an accident covered by this **policy**.

See more information in **our** personal belonging section.

Child car seats

Up to £300 per seat if they are damaged after an accident covered by this **policy**.

See more information in the child car seats section.

Overnight accommodation and onward travel

Up to £500 to help cover **your** cost if **you** can't drive **your car** due to damage, or if it has been stolen.

See more information in the overnight accommodation and onward travel section.

Driving abroad cover

Up to 90 days of cover for **you** to drive **your car** in over 35 countries.

See more information in **our** driving abroad section.

Our optional extras

<p>Courtesy Car Upgrade</p>	<p>Rather than a small 3-door car, you'll get a reasonable sized car that accommodates you and your family's needs. It will have at least as many doors and seats as your car.</p> <p>See our courtesy car upgrade section for more information.</p>
<p>Breakdown Cover</p>	<p>We've got you covered with our four different levels of breakdown cover.</p> <p>For the basics, we have Roadside and, if you want the total package, there's Rescue and Homestart – we even have an option for breakdown in Europe.</p> <p>See our breakdown section for more information.</p>
<p>Legal Cover</p>	<p>We're there to help with up to £100,000 in legal fees so you can claim back uninsured losses, like the excesses you've paid or loss of earnings, when a claim is someone else's fault.</p> <p>See our legal cover section for more information.</p>
<p>Protected No Claims Discount (NCD)</p>	<p>You can have one claim in a policy year, or two claims in total in three consecutive policy years, without your No Claims Discount being affected.</p>

If **you** have chosen optional extras, cover will show in **your policy schedule**.

Section A

Damage including misfuelling

We'll pay for loss or damage to:

- ✓ **your car.**
- ✓ **accessories**, while in or on **your car**.
- ✓ **audio equipment** permanently fitted to **your car** at the time of its manufacture.

We may choose to replace them, repair them, or pay **you** the amount that's equal to the loss or damage.

If **you** or a **named driver** accidentally fill **your car** with the wrong fuel (**misfuelling**), please don't start the engine.

Call us on **0330 024 6405** as soon as possible. Lines open 24 hours a day, 7 days a week.

If **you** accidentally put the wrong fuel in **your car** during the **period of insurance**, we'll pay for:

- drainage and flushing of the fuel tank on site. If drainage and flushing isn't possible on site, we'll recover **your car**, the driver and up to 6 passengers to the nearest repairer to do so.
- replenishing the fuel tank with 10 litres of the correct fuel.
- damage to **your car** caused solely and directly by **misfuelling**.

The **misfuelling excess** shown in **your schedule** will apply for drainage and flushing of the tank either on site or after recovery. If **your car** engine is damaged the total **excess** amount shown in **your schedule** will apply. Claims for **misfuelling** should be supported by original receipts and a report from the specialist who drained or recovered **your car**.

We won't cover:

- ✗ **Your policy excesses.**
- ✗ Loss or damage caused by rust, corrosion, wear and tear, or loss of **market value**.
- ✗ Loss of fuel.
- ✗ Any unnecessary repair or replacement which improves **your car** beyond its condition before the loss or damage.
- ✗ Loss or damage caused by water freezing in the cooling circulation system in **your car**.
- ✗ Loss or damage caused by any mechanical, electrical, computer breakdown, failure, or breakage.
- ✗ Damage to tyres caused by braking, punctures, cuts, or bursts.
- ✗ Any loss not directly related to the accident. This includes, but isn't limited to, not being able to use **your car**, travel expenses or loss of earnings.

Section A – Damage, including misfuelling continued

- ⊗ The extra cost of modifications (including any change to the fuel system) other than those supplied and fitted by the manufacturer, or their recommended garage at the time of original registration and/or any modification to accommodate a disability.
- ⊗ The cost of replacing and/or repairing any paint protection films, sprays, sealants, ceramic coatings, or waxes applied to **your car** following loss or damage to **your car**, unless they were applied by the vehicle manufacturer at point of first registration.
- ⊗ Any **misfuelling** claim resulting from foreign matter entering the fuel system, except for diesel or petrol.
- ⊗ Claims for **misfuelling** outside the **UK**.
- ⊗ Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.
- ⊗ Any loss or damage if at the time of the incident **your car** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
- ⊗ Loss or damage to **your car** as a result of someone acquiring it by fraud or deception, for example, while pretending to be a buyer.
- ⊗ More than £2,000 for loss or damage to **audio equipment** unless it is fitted by the manufacturer of your car or their approved dealer.
- ⊗ Any loss of or damage to or caused by a charging installation or charge point installed at **your** home to charge an electric car.
- ⊗ Any loss or damage due to theft unless it has been reported to the police and a crime reference number obtained.
- ⊗ Any loss, damage, or costs from returning **your car** to its legal owner.
- ⊗ Any loss or damage caused by:
 - loss of data including restoration and duplication costs and loss of value of data.
 - reduction in performance of **your car**.
 - loss of use or breakdown of computer systems on **your car**.
 - corruption or unauthorised access to data following a **cyber incident** or **cyber act**.

Data means information, facts, concepts, code, or any other information recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

Section A – Damage, including misfuelling continued

Extra information

- **Market value** – we won't pay more than the **market value** of **your car**.
- **Storage** – we can also arrange for **your car** to be moved to a safe storage facility, free of charge until it's repaired, sold, or scrapped.
- **Salvage** – if **your car** isn't repairable, the salvage of **your car** will become **our** property once **your** claim is settled.
- **Approved repairers** – if the damage to **your car** can be repaired, **we'll** use one of **our** approved repairers to fix it. All repairs are guaranteed for as long as **you** own the car when **you** use **our** approved repairers. **You** can choose **your** own repairer if **you** prefer, although **you'd** pay an additional £200 non-approved repairer **excess**, and **we** won't pay more than **our** approved repairers would have charged **us**.
- **Parts** – **we** may also choose to repair **your car** with **recycled parts** – these parts may not have been made by **your car's** manufacturer, although they will be a similar standard.
- **Guaranteed repairs** – all repairs are guaranteed for as long as **you** own the car when **you** use **our** approved repairers.
- **Private registration plates** – if **your car** is written off and **you** have a private registration plate, **we'll** give **you** up to 30 days from the date it's declared a total loss to transfer it on to a DVLA Retention Certificate in **your** name. If **you** don't let **us** know that **you** want to keep the plate, **we'll** dispose of it with **your car**.
- **Finance or hire purchase agreements** – if **you've** bought **your car** under a finance or hire purchase agreement any money owed to the company or bank involved will be paid from **your** settlement directly to them first. If anything is left over from the settlement after this, **we'll** pay that to **you**.
- **Our vandalism promise** – to be eligible, **you'll** need to report the incident to the police as soon as **you** can and get a crime reference number.

Section B

Fire and theft

We'll pay for loss or damage due to theft, attempted theft, fire, lightning, or explosion to:

- ✓ **your car.**
- ✓ **accessories**, while in or on **your car**.
- ✓ **audio equipment** permanently fitted to **your car** at the time of its manufacture.

We may choose to replace them, repair them, or pay **you** the amount that's equal to the loss or damage.

We won't cover:

- ✗ **Your policy excesses.**
- ✗ Loss or damage caused by theft or attempted theft if **your car** was not switched off, properly locked, or if any opening on **your car** was left open or unlocked.
- ✗ Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) to **your car** are left unsecured, unattended or are left in or on **your car** whilst it is unattended.
- ✗ Loss or damage to **your car** as a result of someone acquiring it by fraud or deception, for example, while pretending to be a buyer.
- ✗ Loss or damage if any security or tracking device, which either **we've** asked **you** to fit or **you've** told **us** is fitted, hasn't been set, isn't in full working order or, the tracking device maintenance subscription hasn't been renewed.
- ✗ Any loss or damage due to theft unless it's been reported to the police, and **you** have a crime reference number.
- ✗ Loss or damage if **we've** asked **you** to fit and maintain a tracking system to **your car** and the device fitted is not to Thatcham Quality Assurance standard.
- ✗ Loss of fuel.
- ✗ Any unnecessary repair or replacement which improves **your car** beyond its condition before the loss or damage.
- ✗ Any loss, damage, or costs from returning **your car** to its legal owner, or from its repossession or seizure by any person or company that has a financial interest in **your car**.
- ✗ The extra cost of modifications (including any change to the fuel system) other than those supplied and fitted by the manufacturer or their recommended garage at the time of original registration and/or any modification to accommodate a disability.
- ✗ The cost of replacing and/or repairing any paint protection films, sprays, sealants, ceramic coatings, or waxes applied to **your car** following loss or damage to **your car**, unless they were applied by the vehicle manufacturer at point of first registration.

Section B – Fire and theft continued

- ⊗ Loss or damage caused by any mechanical, electrical, computer breakdown, failure, or breakage.
- ⊗ Any loss or damage if at the time of the incident **your car** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
- ⊗ Any loss not directly related to the theft or fire – this includes, but isn't limited to, being able to use **your car**, travel expenses or loss of earnings.
- ⊗ More than £2,000 for loss or damage to **audio equipment** unless it is fitted by the manufacturer of **your car** or their approved dealer.
- ⊗ Any costs due to loss or damage to keys (or keyless entry system) other than by theft, fire, lightning, or explosion.
- ⊗ Any loss of or damage to or caused by a charging installation or charge point installed at **your** home to charge an electric car.
- ⊗ Any loss or damage caused by:
 - loss of data including restoration and duplication costs and loss of value of data.
 - reduction in performance of **your car**.
 - loss of use or breakdown of computer systems on **your car**.
 - corruption or unauthorised access to data following a **cyber incident** or **cyber act**.

Data means information, facts, concepts, code, or any other information recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

Extra information

- **Market value** – we won't pay more than the **market value** of **your car**.
- **Storage** – we can also arrange for **your car** to be moved to a safe storage facility, free of charge until it's repaired, sold, or scrapped.
- **Salvage** – if **your car** isn't repairable, the salvage of **your car** will become **our** property once **your** claim is settled.
- **Approved repairers** – if the damage to **your car** can be repaired, we'll use one of **our** approved repairers to fix it. All repairs are guaranteed for as long as **you** own the car when **you** use **our** approved repairers. **You** can choose **your** own repairer if **you** prefer, although **you'd** pay an additional £200 non-approved repairer **excess**, and **we** won't pay more than **our** approved repairers would have charged **us**.
- **Parts** – we may also choose to repair **your car** with **recycled parts** – these parts may not have been made by **your car's** manufacturer, although they will be a similar standard.

Section B – **Fire and theft continued**

- **Guaranteed repairs** –all repairs are guaranteed for as long as **you** own the car when **you** use **our** approved repairers.
- **Private registration plates** – if **your car** is written off and **you** have a private registration plate, **we'll** give **you** up to 30 days from the date it's declared a total loss to transfer it on to a DVLA Retention Certificate in **your** name. If **you** don't let **us** know that **you** want to keep the plate, **we'll** dispose of it with **your car**.
- **Finance or hire purchase agreements** – if **you've** bought **your car** under a finance or hire purchase agreement any money owed to the company or bank involved will be paid from **your** settlement directly to them first. If anything is left over from the settlement after this, **we'll** pay that to **you**.

Section C

Other people's cars and their property

We'll cover **you** if **you're** in an accident that causes **you** to be legally liable to pay for:

- ✓ death or injury to someone else – unlimited; and/or
- ✓ damage to another person's property (such as a wall or another person's car). The limit is £20,000,000, plus all legal costs and expenses, as long as the total doesn't exceed £25,000,000 for any one claim or series of claims from one cause.

Cover is for **you** whilst **you're** using **your car** (including a **trailer** that **your car** is towing while the **trailer** is attached) and while **you** are charging **your electric car** on a road or other public place. **You** must take reasonable care to prevent any accidents or injuries. Cover is also for any **named drivers** driving the car with **your** permission, as long as they have a valid licence and are shown on **your motor certificate**.

This cover also applies for the policyholder only to drive someone else's car (Driving Other Cars) if shown in Section 5 of the **motor certificate**, provided that:

- **you** don't own or haven't hired the car under a hire purchase or lease hire agreement.
- the car is being used within the limitations of use shown in **your current motor certificate**.
- the owner of the car has valid insurance in force on that car which doesn't cover the policyholder on this **policy** to drive that car.
- the car is being driven in the **United Kingdom**, the Channel Islands, or the Isle of Man.
- **you're** aged 25 or over.
- **you** still own **your car**, and it hasn't been damaged beyond economic repair.
- **you're** not a company or firm.

We'll also cover:

- The legal personal representatives of anyone covered under this **policy** in the event of that person's death – this means that **we'd** cover the executor or next of kin if legal action was taken against them after the death of the policyholder or **named driver**.
- Any emergency medical treatment as required under the Road Traffic Act following an accident involving **your car**. This won't affect your No Claims Discount if this is the only payment **we** make, and it relates to things like NHS treatment at the roadside or ambulance charges at the scene.
- Any passenger travelling in, or getting into, or out of **your car** e.g. opening **your car** door and injuring a cyclist.

Section C – **Other people’s cars and their property continued**

- Any person using but not driving **your car** with **your** permission for social, domestic and pleasure purposes e.g. if they’re cleaning **your car** or carrying out maintenance work and they’re not doing this as part of their employment.
- The employer or business partner of anyone covered under this section of **your policy**, as long as **you** have use for business cover on **your motor certificate**.

Legal defence costs

We’ll pay (at our discretion) reasonable legal expenses and/or costs to defend or represent you or any named driver on the policy:

- at a coroner’s inquest or fatal accident inquiry; and/or
- in criminal proceedings arising out of the accident where there’s a reasonable chance of success.

We won’t cover:

- ⊗ Any accidents caused by someone **you’ve** allowed to drive if **you** know they don’t have a valid licence.
- ⊗ Any accidents caused when **you’re** driving another car under the driving other cars extension on **your policy**, unless **you** have this cover on **your motor certificate**.
- ⊗ Legal costs or expenses incurred without **our** written consent, or any costs related to charges connected with speeding, driving under the influence of drugs/alcohol or parking offences.
- ⊗ Legal liability for anyone killed or injured while they’re working with or for the **named driver** or policyholder unless **we** must supply cover under the relevant road traffic legislation.
- ⊗ More than **our** legal liability under the relevant road traffic legislation if at the time of the accident, the car **you** were driving is not specified in ‘Section 1 – Registration mark of vehicle’ of the **motor certificate**.
- ⊗ Any property owned/jointly owned by, or in the care of, anyone named on this **policy**.
- ⊗ Any claim for loss or damage to a car being driven under the driving other cars extension of this **policy**.
- ⊗ Any legal liability, loss, or damage for any claim, if **your car** was towing a load over the legal limit at the time of the accident.
- ⊗ Any loss or damage to caravans, **trailers** or other vehicles whilst being towed by **your car**, including any contents in them.

Section D

Windscreen and glass damage

We'll pay to repair or replace broken glass in **your car's** windscreen (including panoramic windscreens) or windows, including any scratched bodywork caused only and directly by broken glass from the windscreen or window.

We'll also pay to recalibrate any advanced driver assistance system equipment behind the windscreen of **your car** if needed, after replacement or repair of its windscreen.

We may choose to repair **your car** with parts that may not have been made by its manufacturer but are of a similar standard.

If **you** use **our** approved repairer, **you'll** pay £115 **excess** for a windscreen replacement and £25 **excess** for repair – **we'll** then cover the rest.

If **you** choose to use **your** own repairer, the most **we'll** pay is £100 for windscreen replacement and £50 for repair.

Your No Claims Discount won't be affected if **you** make a windscreen or glass claim.

We won't cover:

- ✗ The cost of any **excesses** **you** pay.
- ✗ Any other glass forming part of **your car** including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is separate to the windscreen glass. It also means any glass that's part of a removable or folding convertible roof. Damage to glass excluded under this section may be covered under other **policy** sections, such as 'Damage' or 'Fire & theft'. If **you** make a claim under those sections, **you'd** need to pay the **excess** shown in **your policy schedule** and the claim may affect **your** No Claims Discount.
- ✗ Loss of use or any other loss, damage or extra expense following on from **your** windscreen or glass claim unless **we** supply cover under this **policy**.
- ✗ The cost of any alternative transport.
- ✗ **We** won't supply a courtesy car for windscreen and/or glass claims.

Need to make a windscreen claim?

Glass claims – 0330 024 6862 – Open 24 hours, 7 days a week.

Section E

Personal accident

We'll pay **you**, or anyone else who's accidentally injured while travelling in or getting into or out of **your car**.

We'll pay if this injury alone results within 3 calendar months in:

- death;
- permanent and total loss of sight in one or both eyes; or
- loss of one or more limbs at or above the elbow or knee; or
- permanent and total loss of use of one or more limbs.

The most **we** will pay is up to £5,000 for death, loss of sight, loss of limbs or loss of use of limbs.

This is also the most **we'll** pay to anyone in any one **period of insurance**.

If the injured person has personal accident cover under any other motor insurance policy, they can only claim under one policy.

We won't cover:

- ⊗ Any injury or death resulting from suicide, attempted suicide, or any deliberate self-inflicted injury.
- ⊗ Any deliberate attempt to put lives in danger (unless to save a human life).
- ⊗ Any injury that happens outside the **United Kingdom**.

Section F

Extra information on your policy benefits

Courtesy car

- If **your car** is repaired by one of **our** approved repairers, **we'll** lend **you** a courtesy car while **your car** is being repaired after an accident.
- Unless **you've** bought the courtesy car upgrade (Section I of this wording), the car supplied will be a 3-door car. Cover will automatically apply under **your motor certificate** while the car is on loan to **you**. **We** can't guarantee the car will be the same fuel type.

Extra information

- If a courtesy car can't be arranged, **we'll** repay **your** alternative travelling costs up to a maximum of £15 per day.
- If **your car** has been specially adapted for **you** or for a **named driver** with disabilities and **we** can't arrange a suitable car, **we'll** repay **your** alternative travelling costs up to a maximum of £15 per day.
- The maximum time **we'll** pay for alternative travelling costs is up to 14 consecutive days.

A courtesy car isn't available in the following circumstances:

- ✗ For claims where an approved repairer isn't used.
- ✗ For losses outside of the **UK**.
- ✗ If **your car** has been stolen or written off (total loss).

Uninsured drivers

If **you** make a claim where the other driver involved is uninsured, **you** won't have to pay **your excess** or lose any part of **your** No Claims Discount as long as:

- **you're** able to give **us** the make, model and registration of the other car involved; and
- **we** can confirm that **you** were not at fault in any way.

If **you** can give **us** extra details, such as more details of the other driver, or details of independent witnesses, this will really help.

When **you** first claim, **you** may have to pay **your excess** and **your** No Claims Discount may be affected. Once **we've** confirmed that **you're** not at fault and the other car was uninsured, **we'll** refund **your excess** and restore **your** No Claims Discount.

Section F – **Extra information on your policy benefits continued**

Key cover

We'll cover:

- ✔ up to £2,500 if **your car** key or locks are damaged, lost or stolen due to fire, theft, attempted theft, or accident.

We may choose to replace them, repair them, or pay **you** the amount that's equal to the loss or damage.

We won't cover:

- ✘ **Your policy excesses.**
- ✘ Loss or damage caused by any mechanical, electrical, or computer breakdown, failure, or breakage.
- ✘ Any loss or damage if at the time of the incident **your car** key, key fob or key card is under the custody or control of anyone with **your** permission who is not covered under the **policy**.
- ✘ More than £2,500 in respect of loss of or damage to **your car** keys, key fobs, key cards, or replacement locks.
- ✘ Any loss not directly related to the theft or fire – this includes but isn't limited to being able to use **your car**, travel expenses or loss of earnings.
- ✘ Loss or damage caused by theft or attempted theft if the keys are left unattended.
- ✘ Rust, corrosion and/or wear and tear.

Our definition of a car key is:

Your car key, key fob, entry card or any other device designed and made by the manufacturer to access and start **your car**.

Personal belongings

If **you're** claiming under Section A (Damage including misfuelling) or Section B (Fire and theft) **we'll** cover up to £300 for loss or damage to clothing and personal belongings (including a dashcam that's fitted to **your car** and mobile phones) caused by an accident, fire, theft, or attempted theft, while they're in **your car**.

We won't cover:

- ✘ Loss of or damage to keys or keyless entry systems.
- ✘ Loss of or damage to any form of credit or debit card, money, stamps, tickets, securities, documents.
- ✘ Loss of or damage to audio systems, in car telephones, in car entertainment, satellite navigation systems.
- ✘ Loss of or damage for goods or samples carried in connection with a business.

Section F – **Extra information on your policy benefits continued**

- ✘ We won't pay for theft or attempted theft unless the items were locked in the glovebox or boot and weren't visible to people outside **your car**.
- ✘ We won't pay for Personal belongings where no claim has been made under Section A (Damage including misfuelling) or Section B (Fire and theft) of **your policy**.

Child car seats

We'll cover:

- ✔ up to £300 per car seat fitted to **your car**, for their replacement following a valid claim covered by this **policy**. We'll pay even if there isn't any visible damage caused to the car seat.

No **excess** will apply in respect of replacement of child car seats. **You** should buy the replacement seat, and **we'll** refund **you** when **you** give **us** the receipt.

The exclusions listed in Sections A and B also apply here.

Overnight accommodation and onward travel

We'll pay:

- ✔ up to £500 towards the cost of overnight accommodation and/or onward travel if **your car** can't be driven because of damage, theft, loss of or damage to **your keys** or **misfuelling**.

The exclusions listed in Sections A and B also apply here.

Section G

Driving abroad cover

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

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy (including San Marino and the Vatican), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands, The Isle of Man, and the **United Kingdom**.

This **policy** also provides the cover selected and which is shown in **your schedule** in the countries listed above for 90 days in any one **period of insurance**.

The relevant **excesses** and exclusions under Sections A to D (Sections B to C if Third party fire and theft cover is selected) also apply whilst **your car** is being used abroad.

Extra information

- Our courtesy car cover only applies in the **United Kingdom**, so we can't give **you** a courtesy car if **you're** in an accident elsewhere.
- Cover is also given for customs duty payable on **your car** resulting from loss or damage that's covered by this **policy**, and during transit by a recognised carrier between or within these countries.
- If asked, we'll give **you** an international motor insurance card (Green Card) – there's only a few countries **you** need this for, so check before **you** travel to save **you** carrying extra paperwork **you** don't need.

Section H

No Claims Discount (NCD)

We'll increase **your** No Claims Discount for every claim-free **period of insurance** you have with us.

If **you** make a claim and it's decided that **you** were to either fully or partly to blame, **your** No Claims Discount will be reduced as follows:

No Claims Discount at the start of your current period of insurance	Your No Claims Discount at renewal if you make		
	0 claims	1 claim	2 claims
0 year	1 year	0 year	0 year
1 year	2 years	0 year	0 year
2 years	3 years	0 year	0 year
3 years	4 years	1 year	0 year
4 years	5 years	2 years	0 year
5 years	6 years	3 years	1 year
6+ years	6+ years	4 years	2 years

Your No Claims Discount won't be reduced if:

- ✔ We've let **you** know that **your** claim isn't **your** fault.
- ✔ **You've** had a windscreen claim.
- ✔ **You've** made a valid claim under **our** vandalism promise.

Your premium can be affected by factors other than **your** No Claims Discount – any change in the level of **your** No Claims Discount is no guarantee that **your** premium won't rise.

Your No Claims Discount isn't transferable to another person except in exceptional circumstances and with **our** written agreement.

Protected No Claims Discount

If **you've** chosen Protected No Claims Discount, **your** No Claims Discount won't change at **your** next renewal, unless **you** have more than 2 claims in a consecutive 3 year period.

If **you've** made 2 claims within a consecutive 3 year period, **your** protection will end. If **you** then have further claims, **your** No Claims Discount will be reduced for each claim.

You can find more information about this in the scale shown in this section.

Section H – **No Claims Discount (NCD) continued**

If **we** become aware of a claim or accident after **we** send **your** renewal invite, **we'll** revise **your** renewal quote price. If **you** have Protected No Claims Discount and have already had 2 claims within a 3 year period, **we** won't give **you** the option to protect **your** No Claims Discount at renewal. This is because if **you** have a third claim within a 3 year period, **your** protection can't be used, and **your** No Claims Discount will be reduced.

Protected No Claims Discount is one of many parts that make up **your** insurance price, and having protection doesn't guarantee that **your** price won't increase at renewal after a claim.

The above only applies when **we** aren't able to reclaim **our** costs back from another party. Windscreen claims won't impact **your** No Claims Discount.

Optional extras

These optional extras (Sections I, J and K) only apply if you've agreed to pay any additional premium and the schedule states that this section is in force.

Section I Courtesy car upgrade

Our definitions in this section are:

Term	Our definition
Hire car	<p>The optional temporary car we'll supply you with in the event of a valid claim under Section A or B of this policy. The hire car won't always match your car on a like for like basis. For example, if you have a 4x4 you may not be lent a 4x4 as a temporary replacement.</p> <p>If your car is an electric vehicle, we may not be able to lend you an electric car as your temporary replacement. However, the hire car will be of a reasonable size to accommodate you and your family. It will have at least as many doors and seats as your car, up to a maximum of 7.</p>
Hire car company	The company we instruct to provide you with a temporary hire car .

If **your car** is damaged in an event covered by **your policy** under Section A (Damage, including misfuelling) or Section B (Fire and theft), then at **our** option, **we'll** either:

- arrange for **you** to be collected and taken from **your** home address, or any other address within ten miles, and returned there after the period of hire, to the nearest **hire car company** location to take delivery of a **hire car**; or
- deliver and collect a **hire car** from **your** home address, or from another address within 10 miles.

Extra information

- If **your car** can be repaired, **you** may keep the **hire car** for the duration of the repairs.
- If **your car** has been stolen and not recovered or is a total loss **you** may keep the **hire car** for a maximum 21 days from the date of the accident or theft.
- If a **hire car** can't be arranged, **we'll** repay **your** alternative travelling costs up to a maximum of £25 per day, for up to 21 consecutive days.

Section I – **Courtesy car upgrade continued**

- If **your car** has been specially adapted for **you** or for a **named driver** with disabilities and **we** can't arrange a suitable car, **we'll** repay **your** alternative travelling costs up to a maximum of £25 per day, for up to 21 consecutive days.
- The **hire car** provided by **us** will be insured under **your policy** under sections A to F and J, but only if **your schedule** shows that these sections apply to **your policy**. The **hire car** may only be used in the **UK**.
- The terms and conditions of this **policy** will normally apply to the use of the **hire car** as if it was **your car**.
- Any claims occurring in the **hire car** will be made on **your policy** and may affect **your** No Claims Discount.

Section J

Legal cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AXA Insurance UK plc on whose behalf **we** act.

Our definitions in this section are:

Term	Our definition
Costs	Standard professional fees and costs reasonably and necessarily charged by the lawyer . It also covers your opponent's costs, which you're ordered to pay by a court, and other costs we agree, in writing, to pay.
Lawyer	The legal representative or other appropriately qualified person acting for you .
Territorial limits	The United Kingdom , Channel Islands, Isle of Man, countries who are members of the European Union, Andorra, Iceland, Norway, Serbia, and Switzerland.
Uninsured losses	Losses that you can't recover from any insurance policy.
We/Us/Our	Arc Legal Assistance Limited, who manage and provide this cover on behalf of AXA.

For the purposes of this section only, the above definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document).

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings, or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **you** want to use a legal representative of **your** own choice, **costs** payable by **us** are limited to no more than:

- the amount of **costs** **we** would pay to **our** nominated legal representative, or
- the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Personal injury and uninsured loss recovery – what's covered?

We'll pay the **costs** for recovering **uninsured losses** that arise directly from a road traffic accident involving **your** car, in the **territorial limits** and during the **period of insurance** which causes:

- **you** or a **named driver's** death or injury.
- damage to **your** car.

Section J – Legal cover continued

- damage to any property in **your car** which **you** or a **named driver** own or are legally responsible for.
- any other **uninsured losses** **you** or a **named driver** suffer.

Motor Prosecution Defence – what’s covered?

We’ll pay:

- ✔ the **costs** to defend a prosecution in respect of a motoring offence, arising from **you** or a **named driver’s** use of **your car**, where the event giving rise to the prosecution happens in the **territorial limits** and during the **period of insurance**.

Pleas in mitigation are covered where there is a 51% or higher prospect of such a plea materially affecting the likely outcome.

The most we’ll pay is:

- £100,000 for any claim or claims arising from any one incident. This total includes all **your costs** and all **your opponent’s costs**.

We won’t cover:

- ✘ Charges or payments **you** or the **named driver** receive or make before **we** accept the claim.
- ✘ **Costs** **you** or the **named driver** incurs, or payments **you** make without **our** agreement.
- ✘ **Costs** due to an agreement or contract between **you** or the **named driver** and anyone else (including the **lawyer**) without **our** permission.
- ✘ Any claim for an accident which is caused by **you** or a **named driver** whether deliberately or accidentally.
- ✘ **Costs** if **you** or the **named driver** withdraws instructions from the **lawyer**, dismiss the **lawyer** or withdraw from legal proceedings without **our** permission.
- ✘ **Costs** if **you** or the **named driver** follows up the claim other than in accordance with **our** advice or that of the **lawyer**.
- ✘ **Costs** involved in disputes between **you** or the **named driver** and **us** or **our** agents or in connection with this **policy**.
- ✘ **Costs** that can be recovered from any other source or insurance policy.
- ✘ **Costs** for any legal proceedings or claim outside the **territorial limits** unless **we** agree otherwise in writing.
- ✘ **Costs** if, in **our** reasonable opinion, the person(s) from whom **you** or the **named driver** is claiming are unlikely to be able to pay the damages.
- ✘ Further **costs** if during a claim, **you** or the **named driver** do not accept a reasonable offer to settle, or if it is no longer likely that **you** will be successful with your claim.

Section J – Legal cover continued

- ✘ Claims:
 - brought about by **you** or the **named driver** deliberately doing or not doing something that negatively affects the handling of the claim.
 - if **you** or the **named driver** make a false declaration that affects the handling of this claim.
 - if **you** made a false declaration when **you** incepted this **policy** or made any later amendment to the **policy**.
 - if at the time of the event or prosecution this **policy** section was not in force.
 - if at the time of the accident **your car** is being driven or used for a purpose that is not allowed by this **policy**.
 - if **you** or the **named driver** are responsible for unreasonable delay which negatively affects the claim.
- ✘ Claims due to faults in **your car** whether or not this is due to a faulty or incomplete service or repair.
- ✘ Legal **costs**, fines, compensation, and penalties that **you** or the **named driver** are ordered to pay by a court or other authority.
- ✘ Claims for the defence of motor prosecutions arising from or relating to:
 - prosecutions resulting from drink or drug (whether prescribed or otherwise) related offences.
 - parking or obstruction offences.
 - **you** driving a motor vehicle without valid motor insurance.
 - offences related to driving licences or vehicle documentation.
- ✘ Claims for the defence of motor prosecutions where:
 - **you** or the **named driver** are entitled to a grant of legal aid, or where funding is available from another public body, a trade union, employer, or any other insurance policy.
 - **your** motor insurers have agreed to supply **your** or the **named driver's** legal defence.
- ✘ Where an estimate of **costs** is higher than the amount in dispute.

Conditions relating to this section

How we settle claims

We or the **lawyer** will look to settle the claim without going to court. However, at any time **we** can carry out the claim in **your** name or that of the **named driver**. **We** have the right to settle a claim by paying the full amount in dispute.

Section J – Legal cover continued

Your right to choose the lawyer

You have the right to choose the **lawyer** acting for **you** in the following circumstances:

- Where the commencement of court proceedings to pursue **your** claim is needed.
- Should any conflict of interest or dispute over settlement arise.

If court proceedings are issued or a conflict of interest arises, and **you** wish to choose a legal representative to act for **you**, **you** may do so. Where **you** have chosen to use a legal representative of **your** own choice, **you** will be responsible for any fees or expenses in excess of those which **we** would have paid **our** nominated legal representative. The **lawyer** must represent **you** in accordance with **our** standard conditions of appointment, which are available on request from Arc Legal Assistance Limited.

Proportionality

We will only supply cover where the **costs** of your **claim** or any appeal **you** are pursuing, or defending, are proportionate to the amount of damages that **you** are claiming in the legal action.

Costs that are more than the amount **you** are able to claim from **your** opponent won't be covered.

Prospects of success

There must be a 51% or higher chance of winning the case and getting a positive outcome.

The assessment of **your** claim and the prospects of its success will be carried out by an independent **lawyer**. If the **lawyer** decides that there is not a 51% or greater chance of success, then **we** may decline or stop support for **your** case.

Examples of positive outcomes are:

- For civil cases, obtain a success judgment and recover **your** losses or damages, or obtain any other legal remedy **we** agree to, including enforcement of a judgment or making a successful defence, appeal, or defence of an appeal.
- For criminal cases, successfully lowering **your** sentence or fine, or making a successful appeal or defence of an appeal.

Section J – Legal cover continued

You or the named driver must:

- tell **us** about the claim as soon as possible and within 180 days of **you** knowing about the insured event.
- fully co-operate with the **lawyer** and **us**. **We** will only ask for information that is relevant to **your** claim, and **we** will pay any reasonable expenses **you** incur in giving **us** this information as part of **your** claim.
- not take any action relating to the claim which has not been agreed with the **lawyer** or **us**.
- tell **us** about any developments affecting the claim.
- tell **us** if anyone makes a payment into court or offers to settle the claim.

If **you** or the **named driver** do not keep to these conditions, **we** may refuse any claim or withdraw from any current claim.

Arbitration

If there is a dispute between **you** or the **named driver** and **us** about the handling of any claim under this section, the matter may be referred to arbitration. The arbitrator will be a solicitor, barrister, or other suitably qualified person, and will be chosen jointly between **you** or the **named driver** and **us**. If **we** can't agree on a choice of arbitrator, they will be appointed by the president of the Law Society (or other similar organisation) for that part of the **United Kingdom** whose law governs this part of the **policy**. The appointment of the arbitrator and their subsequent decision will be final, and the losing party will be responsible for paying the **cost** of referral. Using arbitration does not affect **your** legal right to use the Financial Ombudsman Service or to refer to a court of law.

How to make a claim

For Personal Injury and Uninsured Loss Recovery:

You can make a claim by heading to **our** claims portal at www.lloyds.insuremotor.co.uk/claim/car. **Your** claim details will be sent to **our** chosen legal representative who will then contact **you** to discuss **your** claim.

For Motor Prosecution Defence:

You should contact the legal helpline on **0300 303 2933** or **+44 (0)300 303 2933** for claims outside the **UK** and quote “Lloyds Bank Car Insurance – Legal Cover” to get advice and request a claim form.

Alternatively, **you** can submit a claim form online by visiting www.claims.arclegal.co.uk. When **you** have sent **us** a completed claim form, **we** will assess **your** claim and if covered, send details to **our** chosen legal representative who will then contact **you** directly.

Section J – Legal cover continued

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority.

Customer service

We aim to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right. If **you're** unhappy with the service that has been provided, **you** should contact **us** at the address below.

We'll always confirm to **you**, within five working days, that **we've** received **your** complaint. Within four weeks **you** 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 of **us** receiving **your** complaint, **you'll** receive a final response or, if this isn't possible, a reason for the delay, plus **we** will tell **you** when a final response will be provided.

At this point, if **you're** not happy with the delay, **you** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you're** not happy with **our** final response, or before **we** have investigated the complaint if both sides agree.

Need to contact us?

Arc Legal Assistance – 01206 615 000 – Lines open Monday to Friday 9am to 5.30pm. Closed on bank holidays, Saturdays and Sundays.

Email – customerservice@arclegal.co.uk

Address – PO Box 8921, Colchester CO4 5YD.

The Financial Ombudsman Service – 0800 234 567 – Lines open Monday to Friday 8am to 5pm.

Email – complaint.info@financial-ombudsman.org.uk

Address – Exchange Tower, London E14 9SR.

Section K

Breakdown cover

This policy is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR. The assistance services described in this policy are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority.

AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890. AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

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

Important information for you:

- Cover only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.
- This section of **your policy** document sets out the terms and conditions of **your breakdown** cover and it is important that **you** read it carefully.
- There are different levels of cover available.
- The cover **you** hold will be set out in the accompanying **policy schedule**. If changes are made, these will be confirmed to **you** separately in writing.
- Each level of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all levels of the cover, and there are general conditions that **you** must follow so **you** are entitled to the cover.

Our definitions in this section are:

Term	Our definition
We/Us/Our	Inter Partner Assistance S.A. and AXA Assistance (UK) Limited.
Your car/your electric car	The specific vehicle (or vehicles) shown on your policy schedule . This does not include any vehicles not shown on your policy schedule or any vehicles (including rental or borrowed vehicles) which may be temporarily covered under your main motor insurance policy schedule .

Section K – Breakdown cover continued

Term	Our definition
Your home	The last address (in the UK) you gave to us as being where you permanently live or where you keep your car . You must have started out from your home on your journey for cover to apply.
Breakdown/ Breaks down/ Broken down	Not being able to use your car because of: <ul style="list-style-type: none"> ▪ a mechanical or electrical breakdown. ▪ vandalism. ▪ a fire. ▪ a theft or an attempted theft. ▪ a flat tyre. ▪ a flat battery. ▪ it having no fuel, or for electric cars running out of main battery charge.
Suitable charge point	Any public or private energy source connection or station accessible to you (either at your home or in a public location) where your electric car can be recharged.
Territorial limits	United Kingdom (UK) , the Isle of Man and the Channel Islands. For European breakdown cover (subsection D only) this also includes Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorus), the Vatican City and other islands that belong to these countries and that are in Europe.
Journey	A trip between your home in the UK and a place abroad, within the territorial limits . The trip must not be longer than 90 days in a row or 90 days in any one period of insurance . You must have started out on your journey for cover to apply.
Luggage	Suitcases or other bags that hold personal belongings for your journey .

Section K – Breakdown cover continued

For the purposes of this section only, the above additional/alternative definitions apply (and where applicable replace any definitions shown elsewhere in this **policy** document).

The cover provided under each section is subject to the General conditions and General exclusions detailed at the end of this section.

How to make a claim:

To get **UK** emergency help, phone: **0330 024 6422**, or you can report it at **www.axarescue.co.uk**.

If **you** need **breakdown** Assistance in Europe, please call: **+44 (0)1737 815 230**.

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word “breakdown” to **+44 (0)7984 434 960**.

You should have the following information available:

- **Your car** registration number.
- **Your** name, home postcode and contact details.
- **Your policy** number.
- The make, model and colour of **your car**.
- The location of **your car**.
- An idea of what the problem is.
- SOS Box number (where applicable).

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

Safety

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

Help on motorways

If **your car breaks down** on the motorway, go to the nearest SOS emergency phone box.

Ask the police to contact the 24-hour emergency helpline on the number shown above.

Section K – Breakdown cover continued

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

Your car must carry a serviceable spare tyre and wheel, and a key that will let **us** remove a wheel secured by wheel nuts for **your car**, caravan, or **trailer**, if it is designed to carry one.

Roadside

We'll cover you:

- if **your car breaks down** more than one mile from **your home**, **we** will arrange and pay for a breakdown vehicle to come to **your car** (for up to one hour) to try to get it working again. For electric cars, **we** are only able to provide limited assistance at the roadside due to health and safety regulations involving high-voltage equipment in the car.
- if **your electric car** has run out of battery charge and there are no other issues or faults, **we** will arrange for **your car** and up to six passengers to be taken to the nearest **suitable charge point** from the point where **you** have **broken down**.

For all other types of **breakdown**, if **your car** can't be made safe to drive at the place **you** have **broken down**, **we** will arrange for **your car**, the driver and up to six passengers to be recovered to one of the following locations within 15 miles from where **you** have **broken down** and taking your circumstances into account:

- **Your** original destination;
- **Your** original departure point; or
- A suitable local garage for it to be repaired.

You must pay the cost of any repairs. **We** will pay any necessary ferry and toll fees as part of the recovery within the **UK** only.

If **you** lose or break **your car** keys, **we** will pay for the call-out and mileage back to **our** rescue operator's base. **You** will have to pay all other costs. **We** will pass on up to two messages to either **your home** or place of work to tell them about **your** situation.

We won't cover:

- ⊗ A **breakdown** at or within one mile from **your home**.
- ⊗ Travel outside the **UK**.
- ⊗ Car recovery greater than 15 miles from **your** location at the time of **breakdown**.
- ⊗ Anything mentioned in the general exclusions.

Section K – Breakdown cover continued

Rescue

With Rescue, **you** will also get the cover that comes with Roadside. If **your car** can't be made safe to drive at the place **you** have **broken down** and can't be repaired the same day at a suitable local garage, **we** will choose the most suitable solution from the following options, taking **your** circumstances into account.

Option 1 – Nationwide recovery: **we** will take the driver and up to six passengers, together with **your car**, at **your** request, to either where **you** were originally travelling to or **your home** address. **We** will then arrange for **your car** to be taken to a suitable repairer for it to be repaired at **your** cost, provided this can be done in one **journey**.

Option 2 – Overnight accommodation: **we** will pay the costs for bed and breakfast for one night only in a 4* or equivalent hotel.

Option 3 – 24-hour **UK** hire car: **we** will pay up to £100 for alternative travel or a hire car (with an engine of up to 1600cc, for up to 24 hours). **You** will be responsible for returning the hire car and collecting **your car** once it is repaired.

You must meet the conditions of the hire car company to be able to hire a car.

If you become ill or are injured and can't drive:

If the driver can't drive because of an injury or illness acquired during a journey, and there is no one else able or qualified to drive **your car** – **we** will recover **your car** along with **you** and **your** passengers to finish the journey or back to the place **you** were originally travelling from. **You** will need to supply a medical certificate for the driver before **we** provide this benefit.

We won't cover:

- ⊗ A **breakdown** at or within one mile from **your home**.
- ⊗ Travel outside the **UK**.
- ⊗ Anything mentioned in the general exclusions.

Rescue and Homestart

With Rescue and Homestart, **you** will get everything that comes with Roadside and Rescue, as well as:

- cover if **your car breaks down** anywhere at or within one mile from **your home** – **we** will arrange and pay for a breakdown vehicle to come to where **you** are (for up to one hour) to try to get **your car** working again.

Section K – Breakdown cover continued

- cover if **your car** can't be made safe to drive at the place **you** have **broken down** – **we** will arrange and pay for **your car**, the driver and up to six passengers to be taken to a suitable local garage for it to be repaired. This is normally within 15 miles, and **you** will need to pay any extra recovery mileage over 15 miles on a per mile basis. **You** must also pay the costs of any repairs by credit or debit card.
- if **your electric car** runs out of battery charge, and there are no other issues or faults, **we** will only recover **your car** to the nearest **suitable charge point**.

We won't cover:

- ⊗ Travel outside the **UK**.
- ⊗ Anything mentioned in the general exclusions.

European

The cover in this section applies in addition to the cover shown for Roadside, Rescue, and Rescue and Homestart. It will only apply if it is shown on **your current policy schedule** and if the premium has been paid.

Before travelling, it's recommended that **you** consult the laws of the country **you** planning to visit and check the documents **you** need to carry by law.

As a guideline, **we** recommend **you** take the following documents in case **you** need them by law in the countries in which **you** might **break down**:

- Photo card driving licence and supporting documents.
- Insurance documents.
- MOT certificate.
- Logbook (V5 registration document).

The above is not a full list and is for guidance only.

Regulations are different when **you break down** in Europe and help may take longer to arrive.

General notes relating to Europe

If **your car breaks down** on a European motorway or major road, generally **we** can't help **you** and **you** will need to get help using the SOS phones. The local services will tow **you** to a place of safety, and **you** will have to pay for the service as soon as possible. **You** can then contact **us** if **you** need more help. **We** will pay up to €100 towards the costs and will only refund claims when **we** have received a valid invoice or receipt. **We** will pay **you** in line with the exchange rate on the date of the claim.

Section K – Breakdown cover continued

If **your car breaks down** in a European country during a public holiday, many services will be closed.

In these circumstances **you** must allow **us** time to help **you** and repair **your car**. **We** will not be held legally responsible for any delays in **you** reaching **your** destination.

Before travel abroad starts

The benefits shown under the ‘Not being able to use your car’ section below also apply in the **UK**, as long as **your car breaks down** during **your journey**.

Help at the roadside and towing in Europe

We will supply cover if:

- **your car breaks down**, **we** will arrange and pay for a breakdown vehicle to come to where **your car** is (for up to one hour) to try to get **your car** working again.
- **your electric car** has run out of battery charge and there are no other issues or faults, **we** will arrange for **your car** and up to six passengers to be taken to the nearest **suitable charge point** – from the point where **you** have **broken down**. For all other types of **breakdown**, if **your car** can't be made safe to drive at the place where **you** have **broken down** (including for electric cars any kind of **breakdown** where **we** are legally, or for health and safety reasons, unable to attempt a repair at the roadside), **we** will arrange for **your car** and up to six passengers to be taken to a suitable local garage (normally within 15 miles) for it to be repaired. **You** must pay the costs of any repairs by credit or debit card.
- after the theft or attempted theft of **your car** or its contents, **we** will pay the costs of repairing the damage to **your car** or pay for replacement parts up to £200, which are needed for emergency roadside repairs to make **your car** secure.

We won't cover:

- ✗ Any amounts for making **your car** secure once **you** have returned to the **UK**.
- ✗ Sending **you** home if **your car** can be repaired but **you** do not have enough money to cover the repair.
- ✗ Anything mentioned in the general exclusions.

Before travelling, it's recommended that **you** consult the laws of the country **you** are planning to visit and check the documents **you** need to carry by law.

Delivering replacement parts

If replacement parts are not available locally to repair **your car** after a **breakdown**, **we** will arrange and pay to have the parts delivered to **you** or an agreed place, as quickly as reasonably possible.

Section K – Breakdown cover continued

We won't cover:

- ✗ The actual cost of replacement parts and any customs duty. **You** must pay **us** this using a credit card or debit card or any other payment method **we** agree is suitable.
- ✗ Any amount for getting parts if the replacement parts can be bought locally.
- ✗ Anything mentioned in the general exclusions.

Not being able to use your car

If during **your journey**, **your car breaks down** and it is not safe to drive, and it will take at least 24 hours to repair, or if it is stolen and not recovered within 24 hours – **we** will arrange and pay for the most suitable solution from one of the following options:

- To move **you**, **your** passengers and **luggage** to where **you** were originally travelling to, and then, once **your car** has been repaired, take **you** back to **your car** or bring **your car** to **you**; or
- The cost of hiring another car while **your car** is being repaired. **We** will pay up to £70 a day and £750 in total, as long as **you** are able to meet the conditions of the hire car company; or
- **We** will pay for bed and breakfast costs of up to £60 for each person each day (£500 in total for everyone in **your** group) while **your car** is being repaired, as long as **you** have already paid for **your** original accommodation, and **you** can't get **your** money back.

We won't cover:

- ✗ The cost of fuel or lubricants **you** use in the hire car.
- ✗ Replacement parts.
- ✗ Any insurance **you** have to pay to the hire car company.
- ✗ Anything mentioned in the general exclusions.

If you become ill or injured and can't drive

If, during the journey, the driver can't drive because of an injury or illness, and there is no one else able or qualified to drive **your car** – **we** will recover **your car** along with **you** and **your** passengers to finish the **journey** or back to the place **you** were originally travelling from.

You will need to supply a medical certificate for the driver before **we** provide this benefit.

We won't cover:

- ✗ Anything mentioned in the general exclusions.

Section K – Breakdown cover continued

If you can't use your own car to get home

If after a **breakdown your car** is still not repaired or safe to drive when it is time for **you** to go home – **we** will pay for suitable transport to get **you**, **your** passengers, and **your luggage** to **your home**, and up to £150 towards other travel costs in the **UK** while **you** wait for **your car**.

We will also pay storage charges (up to £100) while **your car** is waiting to be repaired, collected, or taken to the **UK**.

We will then choose the most suitable solution from the following options:

- Take **your car** to **your home** or **your** chosen repairer in the **UK**, or
- Pay the cost of one rail or sea ticket (or an air ticket if the rail or sea trip would take more than 12 hours) for **you** to go to get **your car** once it has been repaired.

We won't cover:

- ⊗ Any costs **you** would have paid anyway for travelling home.
- ⊗ The costs of returning **your car** to the **UK** if **we** believe that the cost of doing so would be greater than the **market value** of **your car** in the **UK**, after the **breakdown**.
- ⊗ The costs of returning **your car** to the **UK** if repairs can be done locally and **you** are not willing to allow this to happen.
- ⊗ Anything mentioned in the general exclusions.

Section K – Breakdown cover continued

General exclusions that apply to all levels of breakdown cover

- ⊗ Any **breakdown** that happens during the first 24 hours after **you** take out cover for the first time, except for benefits shown under the Roadside section which are available immediately.
- ⊗ The cost of fuel or any spare parts needed to get **your car** working again, or any costs that arise from not being able to get replacement parts. **You** will be responsible for the cost of draining or removing contaminated fuel.
- ⊗ The cost of paintwork and other cosmetic items.
- ⊗ Labour costs for more than one hour of roadside help.
- ⊗ The cost and guaranteeing the quality of repairs when **your car** is repaired in any garage it is taken to.
- ⊗ Any costs if **your car** has not been maintained and used in line with the manufacturer's recommendations.
- ⊗ Any call-out or recovery costs in the **UK** after a **breakdown** where the police or other emergency services insist on **your car** being picked up immediately by another organisation. **You** will have to pay any fees to store or release **your car**.
- ⊗ Any toll or ferry fees incurred by the driver or the driver of the recovery vehicle outside the **UK**.
- ⊗ Help or recovery if **your car** is partly or completely buried in snow, mud, sand, or water.
- ⊗ Damage or costs that arise from **us** trying to get into **your car** after **you** have asked for help.
- ⊗ Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (For example, a loss of earnings, the cost of food, drink, and costs **we** have not agreed beforehand).
- ⊗ Loss or damage to personal possessions **you** leave in **your car**.
- ⊗ Moving animals. **We** will decide whether or not to move any animal from **your car**, and if **we** agree to do this it will be completely at **your** own risk and cost.
- ⊗ Any costs if **your car** had already **broken down** or was not safe to drive when cover was taken out.
- ⊗ The costs of getting a spare wheel or tyre for a roadside repair if **your car** does not have one. **We** will not pay the costs of arranging for a wheel that is secured by locking wheel nuts to be removed, if the driver is not able to supply a key to do this. This does not apply if **your car** is not designed to carry a spare wheel.
- ⊗ Any costs if **your car** has been altered for, or is taking part in, racing, trials, or rallying.
- ⊗ Any cost that **you** can get back under any other insurance policy or under the service provided by any motoring organisation.

Section K – Breakdown cover continued

General exclusions that apply to all levels of breakdown cover continued

- ⊗ The recovery of **your car** and passengers if repairs can be carried out at or near the scene of the **breakdown**, within the same working day. If recovery takes place, **we** will only recover to one address in respect of any one **breakdown**.
- ⊗ Recovering **your car** when it is carrying more than a driver and the recommended number of passengers according to the manufacturer's specifications. If there is more weight in **your car** than it was designed to carry, or **you** are driving on unsuitable ground.
- ⊗ Any request for service where **you** have not taken remedial action within two working days after a previous **breakdown** or temporary repair.
- ⊗ Recovery or help if **your car** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 2.44 metres or wider than 2.1 metres.
- ⊗ Recovery or help if **you** are hiring **your car** out to carry people in return for money unless **we** have agreed this with **you**.
- ⊗ Any faults with the electric windows, sunroofs, wipers, heaters, de-misters, or locks of **your car** – unless the fault happens during the course of a **journey**, and this affects **your** safety.
- ⊗ Recovery or help if **your car** is being used to carry commercial goods.
- ⊗ Any claim that comes from a poor-quality repair or a repair that has been attempted without **our** permission during the same trip.
- ⊗ Delays or failure in delivering service to **you** due to any extraordinary event or circumstance which is outside **our** reasonable control, such as severe weather conditions.
- ⊗ Mobile phone, phone call and postage costs are not covered under **your policy** in any circumstances.
- ⊗ Any costs relating to the caravan or **trailer** if the caravan or **trailer** is not attached to **your car** at the time of the **breakdown**.
- ⊗ Any costs for cars that have **broken down** or were not safe to drive when cover was taken out.
- ⊗ Liability towards any third party and/or any cost for damage or loss caused by **your electric car** high-voltage systems following a breakdown. For example, if **your car** is **vandalised** and catches fire, damaging nearby buildings, **we** are not responsible for any costs other than recovery after the **breakdown**.

Section K – Breakdown cover continued

General conditions that apply to all levels of breakdown cover

1. **Your car** must be permanently registered in the **UK** and, if appropriate, have a current MOT certificate. **Your car** should be kept in a good condition.
2. **We** can ask for proof of outbound and inbound travel dates.
3. If **we** arrange for temporary roadside repairs to be carried out after damage to **your car**, or **we** take **your car** to **your** chosen place, **we** will not be legally responsible for any more help in the same incident.
4. **We** have the right to refuse to supply a service if **you** or **your** passengers are being obstructive in allowing **us** to supply the most appropriate help, or if **you** or they are abusive to **our** rescue controllers or **our** recovery operators.
5. **We** will not pay **you** any benefit unless **you** contact **us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
6. **You** are responsible for keeping **your car** and its contents safe, unless **you** are not able to, or **you** have an arrangement with **us** or **our** agent. **You** must be with **your car** at the time **we** say **we** expect to be there.
7. **You** must quote **your policy** number when **you** call for help and have the relevant documents needed by the repairer, recovery specialist or **our** chosen agent.
8. **You** will have to pay the cost of moving **your car** or a repair vehicle coming out to **you** if, after asking for help which **you** are entitled to, **your car** is moved or repaired in any other way.
9. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services, carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
10. If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you**, to take action in **your** name to get back **our** costs from another organisation.
11. **Your car** must carry a serviceable spare tyre and wheel for **your car** and any caravan or trailer attached to **your car**. This condition does not apply if **your car** is not designed to carry a spare wheel.
12. **We** have the right to choose a suitable garage that is able to carry out a repair, which **you** must pay for, as long as the garage can carry out the repairs within the specified time limits.
13. Where **you** agree to a temporary roadside repair, **you** will be responsible for any costs and/or any damage to **your car** **you** incur if **you** continue to drive **your car** as if a permanent repair had been carried out. **You** acknowledge that a temporary roadside repair is intended only to re-mobilise **your car** so it may be driven to a suitable facility to enable a permanent repair to be carried out.

Section K – Breakdown cover continued

General conditions that apply to all levels of breakdown cover continued

14. If **your car** needs to be taken to a garage after a **breakdown**, **your car** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **you** will have to pay any specialist recovery fees.
15. **You** will have to pay for any parts or other products used to repair **your car**.
16. **We** will not arrange for help if **we** think that it would be dangerous or illegal to repair or move **your car**.
17. During any 12-month period, **we** will not be responsible for more than two claims which arise from a common fault on the same car. **We** will not be responsible for more than seven claims in total. If **you** need **our** help more than the number of claims allowed on **your policy** in a 12-month **period of insurance**, or more than twice for the same fault on the same car, **you** will have to pay for the services **we** provide. **We** will ask for a credit card number or debit card number before **we** help **you**.
18. If **you** are covered for **breakdown** by any other insurance policy or warranty, **you** must tell **us**.
19. If **you** are not willing to accept **our** decision or **our** agents' decision on the most suitable type of help, **we** will not pay more than £100 for any one **breakdown**, and **you** will be responsible for any additional costs incurred in the recovery and/or repair of **your car**.
20. **We** can't guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a car of the same size as **yours**, but **we** can't guarantee that they will have tow bars, bike racks, roof boxes, or other accessories included. **You** must meet the conditions of a hire car company to hire a vehicle.
21. This insurance contract is between **you** and **us**. Any person or company who is not party to this **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this **policy**. This does not affect any other rights another organisation has apart from under that Act.
22. If **you**:
 - refuse to allow **us** reasonable access to **your car** to provide the services **you** have asked for under this section of **your policy**, or if **you** fail to co-operate with **our** representatives.
 - make or try to make a fraudulent claim under **your policy** (See General policy condition 7).
 - are abusive or threatening towards **our** staff; (see General policy condition 17) or
 - repeatedly or seriously break the terms of this **policy**.

We may refuse to deal with a claim or **breakdown** under this section of **your policy**. **We** may also cancel this **policy** by providing you with 21 days' notice of cancellation. (See General policy conditions 12 & 13).

Section K – **Breakdown cover continued**

Breakdown Data Protection

AXA Partners, which is part of the AXA Group, takes **your** privacy very seriously.

For information on:

- how **we** collect **your** personal data,
- what information **we** collect,
- how **we** use it,
- who **we** share it with,
- how long we keep it, and
- **your** rights relating to that data,

you can read **our** privacy policy online at: www.axapartners.co.uk/en/privacy-policy or **you** can ask one of **our** agents for a copy.

We may also provide **you** with additional information separately including:

- Detailing specific ways we wish to use your data, and
- where relevant, how and when we ask for your consent.

Please send data privacy queries and data subject requests to:
dataprotectionenquiries@axa-assistance.co.uk

Please note this mailbox should not be used for queries regarding policies, claims or assistance.

Things we don't cover (General exclusions)

These exclusions relate to all sections of **your policy** wording and are in addition to the exclusions shown in the sections of this document.

We won't pay for:

Licence and use

Any liability, loss, damage, cost, or expenses which takes place while any car insured under this **policy** is:

- being used for a purpose other than that allowed in the limitations as to use in Section 6 of **your motor certificate**; or
- driven by someone who:
 - doesn't have a valid driving licence; or
 - is breaking the conditions of their driving licence; or
 - is not specifically named in Section 5 of **your motor certificate** as being entitled to drive **your car**.

However, this exception does not apply if **your car** is:

- with a member of the motor trade who isn't named in the **motor certificate** for the purpose of maintenance or repair.
- being parked by an employee of a hotel, restaurant or car-parking service who isn't named in the **motor certificate**.
- stolen or taken away without **your** permission.

Contracts and agreements

Any costs as a result of an agreement or contract unless **we** would have had to pay the costs anyway.

Deliberate and intentional loss

For deliberate or intentional loss or damage caused by anyone insured under this **policy**.

Cyber acts or cyber incidents

Any legal liability, loss, damage, cost, or expense arising directly or indirectly from a **cyber act** or **cyber incident**, except where cover is needed under the relevant road traffic laws.

Things we don't cover (General exclusions) continued

Tax, registration and location

Any liability, loss, damage, cost, or expense caused if **your car** isn't taxed and isn't registered in the **United Kingdom** with the DVLA, unless **your car** is in the process of being registered with the DVLA is normally kept outside England, Scotland, or Wales.

Radioactivity and nuclear fuel

Any loss or damage to property, or any direct or indirect loss, cost, expense, or liability caused by, contributed to, or arising from:

- ionising radiation or contamination by radioactive materials resulting from radiation exposed nuclear fuel, nuclear waste, or the burning of nuclear fuel.
- the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts.

Riots and strikes

Any liability, loss, damage, cost, or expense caused by riot, strike or civil commotion outside England, Scotland, Wales, Isle of Man or The Channel Islands.

War and invasion

Any liability, loss, damage, cost, or expense caused by, resulting from, or in connection with, or in controlling or suppressing:

- war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not).
- civil war, military rising, insurrections, rebellion, revolution, uprising, military or usurped power, martial law or connected looting or pillaging; confiscation, or nationalisation, or requisition, or destruction of, or damage to, property by or under the order of any government or public authority or any act or condition incident to any of the above, except to the extent that **we're** required to supply cover under any relevant road traffic legislation.

Airports

Any liability, loss, damage, cost, or expense while any car is being used on any part of an airport:

- to which aircraft have access, including areas used for take-off, landing, moving, or parking of aircraft.
- used for ground equipment parking areas and service roads.
- used for customs examination.

Things we don't cover (General exclusions) continued

Drink and drugs

Any liability, loss, or damage if any driver of **your car** at the time of the accident:

- is found to be over the legal limit for alcohol.
- is unfit to drive through drink or drugs, whether prescribed or otherwise; or
- doesn't supply a swab sample or sample of breath, blood or urine when needed to do so, without lawful reason.

Cover will apply as far as is necessary to meet any relevant road traffic laws.

Where **we** must make a payment **we'll** recover any amounts paid from **you** or the driver of **your car**.

Sound and pressure waves

Any liability, loss, damage, cost, or expense caused by pressure waves from an aircraft or other flying objects travelling at or beyond the speed of sound.

Earthquakes

Any liability, loss, damage, cost, or expense caused by earthquakes and the results of earthquakes.

Pollution and contamination

Any liability, loss, damage, cost, or expense caused by gradual pollution or contamination. This means pollution or contamination that isn't caused by a sudden, identifiable, unexpected, and accidental incident. This incident must happen during the **period of insurance**.

Terrorism

Any legal liability, loss, damage, cost, or expense arising directly or indirectly from terrorism, except where cover is needed under the relevant road traffic laws.

Terrorism means any act or acts that the **United Kingdom** government considers to be an act of terrorism under the Terrorism Act 2000 (or other **UK** terrorism laws). This also includes any other acts which could be defined as terrorism.

Terrorism also means any act or acts of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, racial, ideological, or similar purposes including the intention to influence any government or an international governmental organisation or to intimidate the public, or any section of the public, involving:

- threat of and/or actual endangerment of the life of a person(s), other than the person committing the action.

Things we don't cover (General exclusions) continued

- threat of and/or actual serious violence against a person(s).
- threat of and/or actual damage to any form of property.
- creating a serious risk to the health and safety of the public.
- any act designed to interfere with or seriously disrupt an electronic system.
- involving the use of firearms, explosives, biological, chemical, nuclear, or other means.

Cost of contacting us

For any costs involved in contacting **us** about **your** claim (including telephone calls).

Criminal or illegal acts

For any liability, loss, damage, cost, or expense caused by, resulting from, or in connection with **your** or a **named driver's** criminal or illegal act, in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment.

Local authority and government acts

Loss or damage resulting from the seizure, taking possession of, or destruction of **your car** by or under order of, any government or public authority.

General conditions that apply to your policy

You must keep to the following terms and conditions for **your policy** to apply:

Condition	More Information
<p>1. Your policy information</p>	<p>This policy is based on the information you gave us when you took it out. For this policy to be fully effective, you must have answered accurately and truthfully the questions we asked relating to your details; those of your car and of all named drivers on your policy.</p> <p>You must also have truthfully agreed to all statements that you were shown when you took the policy out. We also carry out checks while you're on cover with us to ensure the details supplied are correct. We may also ask you to supply documents to support the policy information. Examples of documents we may request include your car's logbook (V5C), utility bills or driving licence details.</p> <p>If you refuse or are unable to provide us with this information, we may have to:</p> <ul style="list-style-type: none"> ▪ declare your policy void from inception (this means treating it as if it never existed) and we may not return any premium paid. ▪ cancel your policy in accordance with General condition 12. ▪ remove one or more named drivers from your policy and adjust your premium accordingly. ▪ recover any shortfall in premium. ▪ not pay any claims made, or that you may need to make later under your policy. <p>If we've already paid a claim, we may have to recover from you the total amount paid, as well as amounts we have to pay under any relevant road traffic legislation, plus any recovery costs.</p> <p>If we suspect fraudulent activity has taken place either by you or someone acting for you, we may cancel or void your policy. We'll give you 7 days' notice of cancellation, in writing, to either the email or the last postal address known to us. This includes if your policy has been set up by someone pretending to be a broker, or someone who is an unauthorised insurance intermediary.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>2. Changes to your policy</p>	<p>Please tell us of the following changes (either before the change or as soon as you possibly can):</p> <ul style="list-style-type: none"> ▪ if you sell or change your car. ▪ if you change your address or where you keep your car. ▪ if you want to add or remove a named driver. ▪ if you scrap your car or declare it SORN (off the road). ▪ if you're moving abroad permanently. ▪ if you or any named driver receive a non-motoring conviction. ▪ if you modify or alter your car from standard UK specification. ▪ if you want to use your car for something that's not shown on your motor certificate. ▪ if you or anyone else covered to drive is told by the DVLA they can't continue driving. ▪ if you or any named driver change your occupation or business, whether full or part time, in which you work. ▪ if you or any named driver is banned from driving. ▪ if you or any named driver changes licence entitlement. <p>Please tell us before your policy next renews if you or any named driver:</p> <ul style="list-style-type: none"> ▪ receive a motoring conviction, fixed penalty notice or licence endorsement. ▪ have been involved in any claims or accidents whether on this policy or not. <p>If you're unsure whether a change will affect your policy cover, please ask us.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>2. Changes to your policy continued</p>	<p>We'll treat any temporary or permanent changes to the drivers or vehicles covered under this policy as a policy variation. When you change your policy it may affect your premium, meaning there may be an additional amount to pay and, in some cases, we may not be able to continue cover. Where this happens, we'll tell you and provide a minimum of 7 days' notice to arrange cover with an alternative insurer.</p> <p>If we have to make changes to your policy, we will charge an admin fee. If we have to cancel it, we'll allow a return of premium and we will apply our cancellation fee.</p> <p>If your car is written off, we'll advise you and give you 30 days from the date we pay your claim to replace it. If you don't confirm that your car has been replaced, we'll assume that your policy is not needed and cancel it, and you may be charged our cancellation fee. If you do replace your car and we can't cover your new car, we'll have to cancel your policy, and you will be given 7 days to arrange cover with another insurer. If a claim has occurred, no refund of premium will be given. This applies whether you pay annually or by monthly payments. If you pay monthly, you will need to pay the rest of your monthly payments for the policy year. We will either take this as one amount when the policy is cancelled, or we may choose to take the outstanding instalments owed from any claim payment we make.</p>
<p>3. Protecting your car</p>	<p>You must take reasonable care to prevent any loss of, or damage to, your car. This includes closing windows and sunroofs, locking your car, removing your key and setting any security devices.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>4. Maintaining your car</p>	<p>You must keep your car roadworthy and make sure it has a valid MOT if it needs one. You must also make sure that it meets the requirements of the relevant road legislation. This also applies to any trailer that is being towed.</p> <p>You must also keep your car's software up to date by installing any safety critical and/or security updates made available by your car's manufacturer. If you fail to do so or modify, install, or allow the installation of, software other than the software provided and/or approved by the manufacturer, we may cancel the policy, not pay any claims, or reduce the amount of any claim payments we make.</p> <p>We reserve the right to examine your car at any reasonable time.</p>
<p>5. Claims</p>	<p>You must tell us as soon as possible if you or your car are involved in any incident, accident, claim or loss regardless of fault:</p> <ul style="list-style-type: none"> ▪ If your car has been stolen or vandalised, you must advise the police as soon as you can and obtain a crime reference number. ▪ We'll take over dealing with the claim for you and will handle the recovery, storage, and repair of your car. <p>We'll also defend or settle any claim and will recover our costs from anyone responsible.</p> <p>You must not admit responsibility for any claim, or negotiate, or make any settlements with anyone else involved, unless we ask you to.</p> <p>You must co-operate with us fully, including:</p> <ul style="list-style-type: none"> ▪ allowing us to go ahead with repairs to your car as soon as possible after we've obtained an estimate from our approved repairer. ▪ providing us with any documents we need, including the V5 registration certificate for your car, personal identity requests or driving licence for any named driver of your car.

General conditions that apply to your policy continued

Condition	More Information
<p>5. Claims continued</p>	<ul style="list-style-type: none"> ▪ upon our request, send to us, unanswered, as soon as possible, any documents you receive such as notice of prosecution, coroner’s inquest, fatal accident inquiry, court summons, claim or letter. <p>If the damaged car is provided by us under Section A (Damage, including misfuelling), Section B (Fire and theft) or I (Courtesy car upgrade), the car will be referred to our approved repairers.</p>
<p>6. Other policies</p>	<p>We won’t pay more than our share of your claim, if you or anyone else has any other insurance which covers all, or part of, the same loss, damage, or liability.</p>
<p>7. Fraud</p>	<p>If we discover you or anyone acting for you has been dishonest</p> <p>When buying, making changes or renewing this policy, you and anyone acting for you must answer all questions accurately and truthfully about you, your car and any named drivers on your policy.</p> <p>You must also check and agree with any statements we make. The information you give us helps us decide whether we can cover you or not and if there are any risks where we agree to insure you and your car. It also helps us to work out the right price for your policy.</p> <p>If we discover information isn’t correct or true, or you haven’t kept us up to date with any changes, then this could affect your policy cover and any claims you make.</p> <p>What may happen with your policy cover if you have been dishonest</p> <ul style="list-style-type: none"> ▪ We may change the terms and/or price of your policy. ▪ We may void your policy (cancel your policy back to the start date or date the dishonest act took place and treat your policy as if it never existed). ▪ We may not return any premium paid by you for the policy.

General conditions that apply to your policy continued

Condition	More Information
<p>7. Fraud continued</p>	<p>What may happen with any claims you've made</p> <p>If you or anyone acting for you:</p> <ul style="list-style-type: none"> ▪ gives us information which you/they know isn't accurate or true; ▪ is dishonest about a claim; ▪ gives us details or makes a statement about the claim, knowing the information is untrue; ▪ sends false documents to support a claim or policy application knowing these have been amended, forged, or faked; or ▪ causes loss or damage on purpose or causes loss with your agreement, knowledge, or involvement. <p>Then:</p> <ul style="list-style-type: none"> ▪ we won't pay any claims that have been made dishonestly; ▪ we'll take back any money we may have paid you under your policy for any dishonest claims you have made from the start date of the policy; ▪ we may take legal action against you; ▪ we may tell the police; or ▪ we may tell fraud prevention agencies so they can stop similar claims being made in the future.
<p>8. Car sharing</p>	<p>This policy covers you while carrying passengers for social reasons or similar as long as:</p> <ul style="list-style-type: none"> ▪ you don't carry passengers as customers of a passenger-carrying business, car sharing scheme or for hire and reward. ▪ you don't make a profit from passengers' payments or from allowing someone to drive. ▪ your car isn't made or adapted to carry more than eight passengers (excluding the driver), and you don't exceed the maximum seating capacity of your car. <p>If you're in any doubt as to whether any car sharing arrangements you have are covered under this policy, please contact us via our Help Hub.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>9. Proof of No Claims Discount (NCD)</p>	<p>You may need to send proof of the No Claims Discount years you've declared. If so, this must:</p> <ul style="list-style-type: none"> ▪ show No Claims Discount you've earned as the policyholder – not as a named driver. ▪ show the number of years you've earned. ▪ show when your last policy finished, which must not be more than 2 years ago. ▪ be issued by a UK insurer and be earned in the UK on a UK licence. ▪ be earned on a private car or single commercial vehicle (van) policy. ▪ not be in use on another vehicle. <p>We can't accept proof of No Claims Discount that's been earned on a commercial car, taxi, classic car, motor home or motor trade policy.</p> <p>If you're unable to provide proof of your No Claims Discount, we'll reduce the No Claims Discount on your policy and either charge you an additional premium or cancel your policy with 7 days' notice if we're unable to continue cover.</p> <p>If we have to amend or cancel your policy, an admin fee or cancellation fee will apply. For more information on fees, see General condition 15.</p>
<p>10. Compulsory motor legislation</p>	<p>If, under the law of any country this policy covers you in, we have to make a payment which we would not otherwise have paid under this policy, we may recover any claim payment from you or from the person who the claim was made against.</p>
<p>11. Payment of premium</p>	<p>You must pay the premium on demand. You can choose to pay annually or monthly for your policy.</p> <p>Paying annually</p> <p>If you've chosen to pay for your policy annually your payment will be debited from your payment card straight away and will appear on your statement within three working days. This includes any additional premium that may arise from changes made to your policy.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>11. Payment of premium continued</p>	<p>Paying monthly</p> <p>If you've chosen to pay for your policy by monthly instalments, then the overall cost you pay will be more, due to the cost of credit. Before the policy starts, we may also carry out an affordability assessment before we decide whether to offer you this option. We may carry out this assessment again before making any change or alteration to your policy, and before each renewal date, to decide whether we can continue to offer you this option.</p> <p>You'll be provided with a Credit agreement in accordance with the Consumer Credit Act 1974. Your deposit will be debited from your payment card immediately and will appear on your statement within three working days. Should you make any change to your policy that affects your premium, you'll receive an amended Credit Agreement and any related admin fees that may arise from these changes will be debited from your payment card immediately and will show on your statement within three working days.</p> <p>Auto renewing</p> <p>If you have opted to renew your policy automatically, we'll renew it using the information and payment details you've given us.</p> <p>Keeping your payments up to date</p> <p>It's important that your payments are up to date, or you can fall into arrears. This means that your payments would become overdue, and your policy would start to accumulate debt.</p> <p>Changing your payment method</p> <p>You may change your payment method from instalment to lump sum at any point during the period of insurance. You can also change your preferred payment details, or any permissions you've given us previously.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>11. Payment of premium continued</p>	<p>Failing to make your payments</p> <p>Should you fail to make your payment(s) in full and by the due date, we'll contact you. For the first three defaults within any period of insurance, if payment hasn't been received within seven days of us contacting you, we will send you a reminder via text and email. If payment is still outstanding after three working days of this reminder, we'll contact you again to give you a final date for payment. If we're still unable to collect payment from you, we'll look to recover your payment(s) and may:</p> <ul style="list-style-type: none"> ▪ cancel your policy 14 days after our initial contact with you if we've been unable to collect payment during this time. We'll let you know in writing to either the email address or postal address last known to us. ▪ terminate your Consumer Credit Agreement. ▪ in the event of a claim, refuse to pay any claims pending on your policy, or take any unpaid premiums from any claim payment we make to you, or recover any unpaid premium directly from you. <p>If there is a fourth default within any period of insurance, we may decide not to make any further attempts to collect the outstanding premium and may cancel the policy immediately.</p> <p>We may additionally follow the steps listed above.</p> <p>We also reserve the right to refer details of your policy to a debt collection agency to recover payment on our behalf. You'll be told in advance if we're doing this.</p> <p>Extra Information</p> <p>The Consumer Credit Act 1974 is a UK law that aims to protect consumers using credit agreements. It sets out rules and regulations for credit and hire agreements, including requirements for lenders to provide clear and accurate information to consumers. The Act also provides consumer rights and protections in relation to credit agreements.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>12. Cancelling your policy</p>	<p>You can cancel this policy in the first 14 days of receipt of the policy documents or the start date, whichever is later.</p> <p>As long as you haven't received payment for, or are not in the process of making, a claim or haven't had an accident which may lead to a claim during the period of insurance, we'll keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.</p> <p>You can cancel at any other time, and we'll refund your premium less an amount for the time you've been on cover and our cancellation fee of £52.50. If you've had a claim or an accident that could lead to a claim or are in the process of making a claim during the period of insurance, we'll not refund any premium.</p> <p>If you're paying by instalments these will stop but if you've made or are in the process of making a claim:</p> <ul style="list-style-type: none"> ▪ we'll either take this as one amount when the policy is cancelled or ▪ we may, at our discretion, take the remaining instalments from any claim payments that we make. <p>You can cancel your policy via your account. If there's any shortfall in the premium paid, we reserve the right to recover any monies owed.</p> <p>We may cancel your policy by giving you a minimum of 7 days' notice:</p> <ul style="list-style-type: none"> ▪ if you provide us with false information (whether deliberately or recklessly) when taking this policy out, renewing it, or making a change (see General condition 1). ▪ if we're unable to continue cover due to changes on your policy (See General condition 2). ▪ in the event of Fraud (See General condition 7). ▪ if you can't supply proof of your No Claims Discount claimed (See General condition 9). ▪ if you don't pay your premium (see General condition 11).

General conditions that apply to your policy continued

Condition	More Information
<p>12. Cancelling your policy continued</p>	<ul style="list-style-type: none"> ▪ if you or anyone acting for you uses threatening or abusive behaviour or language towards our staff or suppliers (see General condition 17). ▪ if your car is used for criminal purposes. ▪ if your car is used outside of your policy cover limitations. <p>Cancelling your policy means you will not be covered from the date and time of cancellation.</p>
<p>13. Cancelling optional covers</p>	<p>You can cancel any of the optional covers you have taken out. If you cancel within 14 days of receiving your documents or the start date (whichever is the latest), we'll return the premium as long as you haven't claimed on that cover.</p> <p>If you cancel after 14 days of the start date, we're unable to refund the premium.</p>
<p>14. Automatic renewals</p>	<p>We offer to renew your car insurance automatically to give you the peace of mind that your car will always be protected.</p> <p>With automatic renewal you'll be giving us consent to renew your policy under the same terms every year. This means that as long as we can still insure you, we'll cover you for everything you've selected or added during your policy term.</p> <p>We'll take payment on the agreed future date with the details you provided, as long as all of your information and payment details are correct and up to date, your car will continue to be covered.</p> <p>We'll still send you your renewal invite 21 days before your policy renews. You must make sure that all your details are correct and if anything has changed, you can update this in your account or by calling us on 0330 024 8081.</p> <p>You can also change your renewal preference at any time in your account.</p> <p>Just to let you know, if you do opt out of automatic renewal and your motor insurance runs out, or is cancelled, your car will not be insured unless you accept a renewal invite from us, or you have obtained cover elsewhere.</p>

General conditions that apply to your policy continued

Condition	More Information
<p>14. Automatic renewals continued</p>	<p>If a motor insurance policy expires, full and comparable cover may not be available from us in future.</p> <p>If you change your mind and no longer want to be insured, you can cancel your policy at any time in your account or by calling us on 0330 024 8081.</p> <p>If your policy expires or is cancelled it will also be removed from the Motor Insurance Database used by the police to enforce insurance law.</p> <p>If you use your car without valid insurance you will be committing an offence.</p>
<p>15. Fees</p>	<p>Your account makes it easy for you to update your details without calling us, however we recognise you may need to talk to us too. Admin fees may apply for policy amendments, changes, or cancellations we make on your behalf. There is no admin fee for changes you make yourself online – although some changes may increase the price of your policy.</p> <p>Why do we charge fees?</p> <p>Our admin fees are charged to cover some of the costs involved with maintaining your policy. This includes producing and issuing new documents, updating our systems and third-party costs, and for the use of industry used databases. It's important to us that our customers are charged fairly, including when it comes to fees. That's why we review them regularly to make sure that they're still appropriate.</p> <p>Our fees:</p> <ul style="list-style-type: none"> ▪ If you cancel outside the 14-day cooling off period or we cancel your policy the cancellation fee will be £52.50. ▪ If we make a change to your policy on your behalf the admin fee will be £25.00.

General conditions that apply to your policy continued

Condition	More Information
<p>16. Sanctions condition</p>	<p>This contract of insurance is subject to sanction, prohibition, or restriction under United Nations resolutions. It is a condition of your policy that we will not supply cover or pay any claim or supply any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary, or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America, or any other territory.</p> <p>We may also invoke our right to cancel this policy by giving you 7 days' notice in writing to either the email or the postal address last known to us.</p>
<p>17. If you're abusive or aggressive towards us</p>	<p>If you or anyone acting for you uses threatening, aggressive, or abusive behaviour or language towards our staff or suppliers, this could affect your insurance policy. This includes communications such as text, email, online chats, or social media.</p> <p>We won't accept:</p> <ul style="list-style-type: none"> ▪ threats of physical violence. ▪ behaviour or language that may cause someone to feel threatened or distressed. ▪ abusive comments or remarks which are sexual, racial, or about religious beliefs or culture. ▪ bullying or swearing. <p>We may:</p> <ul style="list-style-type: none"> ▪ end the current contact or conversation with you (we won't do this without warning you first). ▪ block any further phone calls, emails, or social media contact, or if made we may not answer these. ▪ limit future contact with you to one method of contact e.g., by letter only. ▪ limit our contact with you to one member of staff only. ▪ not offer you a renewal policy for your car. ▪ cancel your policy giving you 7 days' notice.

The legal part

Your contract of insurance with us

- If any of **your** details are wrong or have changed, please update this in **your account**.
- If the information **you've** given **us** isn't true (to the best of **your** knowledge) then **we** may not pay for all or part of **your** claim.
- Please show **your policy** to anyone else that's covered under it, so that they're kept in the loop.
- **You** and **we** can choose the law which applies to this **policy**. Unless **we** and **you** agree otherwise, English law will apply to this **policy** – by '**you**,' **we** mean the policyholder and '**we**' means **us** as **your** insurer.
- The parties to this contract are **you** and **us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This doesn't affect any right or remedy of a third party which exists or is available apart from this Act.

Your cover

Wording in this document	What it means
Comprehensive cover	<p>The following cover only applies if shown in your policy schedule:</p> <ul style="list-style-type: none">• Damage, including misfuelling.• Fire and theft.• Other people and their property.• Windscreen and glass damage.• Personal accident.• Driving abroad cover.• Your policy benefits.• No Claims Discount (NCD).• Courtesy car.• Personal belongings.• Child car seats.• Overnight accommodation and onward travel.

The legal part continued

Wording in this document	What it means
Optional covers	The following cover only applies if shown in your policy schedule : <ul style="list-style-type: none">▪ Courtesy car upgrade.▪ Legal cover.▪ Breakdown cover.▪ Protected No Claims Discount (NCD).

Please read all the exclusions and conditions that apply to each section of **your policy**.

We're covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** can't meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS www.fscs.org.uk.

Data Protection notice

AXA Insurance UK plc is part of the AXA Group of companies, which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy.

Making a complaint

We're confident that **you'll** be happy with **your policy**, although if **you** ever need to make a complaint, please let **us** know and **we'll** try **our** best to help turn things around.

General policy complaint – 0330 024 8081 – Lines open Monday to Friday 8am to 8pm. Saturday 9am to 5pm. Closed Sundays. Bank holiday opening times may vary.

Email – complaints@axainsurance.com

Address – Complaint Resolution – AXA Insurance, PO Box 2796, Bolton BL6 9LZ

Claims complaint – 0330 024 6405 – Lines open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays and Sundays.

Email – complaints.resolution@axaclaims.com

Address – Complaints Resolution – AXA Insurance, PO Box 2796, Bolton BL6 9LZ

Legal cover complaint – 01206 615 000 – Lines open Monday to Friday 9am to 5:30pm. Closed bank holidays, Saturdays, and Sundays.

Breakdown complaint – 01737 815 913 – Lines open Monday to Friday 9am to 5pm. Closed bank holidays, Saturdays, and Sundays

Email – quality.assurance@axa-assistance.co.uk

Address – AXA Assistance UK Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

When **you** contact **us**, please include:

- **Your** name, address and postcode, telephone number and email address.
- **Your policy** and/or claim number.
- The reason for **your** complaint.
- If **you're** emailing **us**, attach copies of any supporting material, such as past emails.
- If **you're** emailing **us**, please type the word 'complaint' in the subject line.

What if you're not happy after you make a complaint?

If **you're** still not satisfied, then **you** may be able to refer **your** complaint to the Financial Ombudsman Service (FOS). **You** must approach the FOS within 6 months of **our** final response to **your** complaint – **we'll** remind **you** of the time limits in the final response.

The contact details for the **Financial Ombudsman Service (FOS)** are:

Address: Exchange Tower, Harbour Exchange Square, London E14 9SR

0300 123 9123 or **0800 023 4567** – Lines open Monday to Friday 8am to 5pm.

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

We must accept the Ombudsman's final decision, but **you** aren't bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However, the FOS may not adjudicate on any cases where litigation has started.

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