

Swiftcover Plus Car Insurance

Your policy wording

Welcome

Thank you for choosing Swiftcover car insurance.

As the first 100% online car insurer, we've made it easy for you to get insured, keep your details up to date and contact us for expert help with a claim.

And because we're part of AXA Group, one of the world's leading insurers and financial service providers, you get plenty of peace of mind when you get Swiftcovered.

Your policy wording

This booklet contains details of your cover. It should be read along with your schedule and certificate of motor insurance.

! Remember to keep your details up to date

So that you always have the cover you need, please make sure all your information is correct at all times. It's quick and easy to update your details in your Swift Space – your personal online account. Just log in any time using your email address and chosen password.

Making a claim

Make a claim online:

Answer a few simple questions in your Swift Space Account at any time of day or night.

Most claims can be reported online saving you the need to call, we have included a handy claims checklist below.

Types of claims you can make online:

- An accident involving either just your own or other vehicles
- Malicious damage to vour vehicle
- Damage due to a storm, flood or bad weather
- Damage to your windscreen or windows
- · Damage due to mis-fuelling
- Car kevs that are lost/stolen
- Theft of your vehicle

If you need over-the-phone support, you can also contact us.

You must tell us of any claims as soon as possible.

Get the support you need with Swiftcover. We can make the difficult times feel a lot easier. Fast. And if you're contacted by anyone else after you've made your claim, just pass them on to us. We're here to handle everything for you, hassle free.

Call to claim
Claims in the UK:
Claims outside the UK:
Windscreen claims:

Lines open 24 hours a day 7 days a week

0371 984 3333 +44(0)1892 500169 0330 024 6399

If your car can be repaired by one of our approved repairers they will supply you with a courtesy car while your car is off the road.

All repairs carried out by our approved repairers are guaranteed throughout the time that you own your car

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Your contract of insurance

This policy document gives details of your cover and it should be read along with your schedule and certificate of motor insurance. Please take time to read through all these documents that contain important information about the details you have given and check that the information is correct. If anything is wrong or needs to be changed please advise us via your Swift Space.

You must also advise us of any changes to your information via your Swift Space during the policy period of insurance; details of the type of changes we need to know about are contained in General Condition 2 on page 29 of this policy.

If the information that you have given us is not true and complete to the best of your knowledge and belief your policy may not protect you in the event of a claim.

You should also show your policy to anyone else who is covered under it and ensure that they are aware of its terms and conditions.

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.

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 does not affect any right or remedy of a third party which exists or is available apart from this Act.

In return for your premium, we will provide the cover shown in your policy for accident, injury, loss or damage that happens within the territorial limits during the period of insurance.

Your cover

Type of Cover	Sections that	apply
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Comprehensive Sections A to H apply.

Third party fire Sections B C and H apply.

and theft Section G applies in respect of

Fire and theft only.

Optional services Sections I, J, K and L only apply

if stated on vour schedule

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

Swiftcover are covered by the Financial Services
Compensation Scheme (FSCS). You may be entitled to
compensation from the scheme in the unlikely event
we cannot meet our obligations to you. This depends
on the type of insurance, size of the business and the
circumstances of the claim. Further information about
the compensation scheme arrangements is available
from the FSCS www.fscs.org.uk.

Uninsured driver promise

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

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

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

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

Managing your policy

We hope you will choose to be in total control of your policy by managing it online. Your username and password will give you access to your Swift Space, your secure area of our site. Please keep your security details safe. You can access your Swift Space at any time to review or update your information, or you can call us.

Who we will speak to about your policy

Although you can manage your policy online, we understand that 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.

You can find more details on our fees in General Condition 15 Fees.

We will deal only with you or people authorised by you to act on your behalf. However, to prove that another person has your permission to discuss your policy we will require them to provide your security details. If the policy is to be cancelled this must be done by you. To protect your interests, we are unable to deal with anyone cancelling the policy on your behalf.

We may monitor or record telephone calls to improve our service and to prevent fraud.

Renewal

Your policy will renew automatically. You will be contacted prior to the renewal date to check that your details are still correct and current. Please see General Condition 14 on page 33 of this policy.

Definitions

These definitions apply throughout your policy.

Where **we** explain what a word means that word will be highlighted in **bold** print and will have the same meaning, wherever it is used in the **policy**.

There are further definitions in Sections I to L of the **policy** and those definitions only apply to the section in which they are found.

Accessories

Parts or products specifically designed to be fitted to your car, including spare parts but excluding car audio, telephone, in-car entertainment and/or satellite navigation systems.

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.

Certificate of motor insurance

The document which provides evidence that you have taken out insurance as required by law. Your certificate of motor insurance shows who is entitled to drive your car and the classes of use permitted.

Excess/Excesses

The amount you must pay towards any claim even if the incident is not your fault. Excesses apply under Sections A, B, D, and G of this policy.

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.

Misfuelling

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

Named driver

A person who is named on the **certificate of motor insurance** as entitled to drive.

Partner

Someone you have been living with (as if you are married or in a civil partnership with them) for at least six months.

Period of insurance

The period from the start date to the end date of your current policy. This is shown on your schedule and certificate of motor insurance.

Policy

This policy wording for your motor insurance together with your schedule and certificate of motor 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.

Swift Space

Your own secure online area, hosted by us, where you can access your policy details.

Swiftcover

Swiftcover, a trading name of AXA Insurance UK plc.

Territorial limits

United Kingdom, the Channel Islands and the Isle of Man – refer to Section G (Foreign use) for full details.

Trailer

Any form of trailer, caravan or car which is towed by a car insured under this **policy**.

United Kingdom (UK)

England, Scotland, Wales and Northern Ireland.

We/Us/Our

AXA insurance UK plc who underwrite all sections of the **policy** except Section L Breakdown, which is underwritten by Inter Partner Assistance SA 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 certificate of motor insurance.

Your Car

The private motor car insured under this **policy** as identified by its registration mark in **your** current **certificate of motor insurance** and **schedule**. This includes any car provided under Sections A, B or J – Courtesy car upgrade.

Section A – Damage to your car including misfuelling

What is covered under this section

We will pay for loss of or damage to

- 1. Your car.
- 2. Accessories while in or on your car.
- 3. Audio equipment while in your car.
- Your car key, key fob or entry card or any other device designed and made by the manufacturer to access and start your car.

We may choose to replace them, to repair them or pay an amount equal to the loss or damage.

We will not pay more than the market value of your car at the time of the loss less any excesses.

We will also arrange for your car to be moved to a place of free and safe storage until it is repaired, sold or scrapped. The salvage of your car will become our property after your claim is settled.

If the damage to **your car** can be repaired, **we** will use one of **our** approved repairers to repair it. If **you** choose not to use them, **we** may not pay more than **our** approved repairers would have charged and **we** may choose to settle the claim by a financial payment.

We may choose to repair your car with recycled parts, where appropriate. Parts used may not have been made by your car's manufacturer but will be of a similar standard. All repairs carried out by our approved repairers are guaranteed throughout the time that you own your car.

We will also pay the costs of delivering your car back to the address shown on your current schedule, when the damage has been repaired by one of our approved repairers.

Courtesy Car

If your car is repaired by one of our approved repairers, you will be supplied with a courtesy car. Unless you have purchased the Courtesy car upgrade under Section J of this policy, the car provided will be a 3 door petrol manual transmission car and cover will automatically be provided under your certificate of motor insurance while the car is on loan to you.

If a courtesy car cannot be arranged, we will 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 cannot arrange a suitable car, we will repay your alternative travelling costs up to a maximum of £15 per day.

The maximum time **we** will pay for alternative travelling costs is up to I4 consecutive days.

A courtesy car is not available in respect of:

- Claims where an approved repairer is not used
- Losses which occur outside the UK
- Claims where **vour car** is a total loss
- Claims where your car has been stolen and not recovered.

Finance or hire purchase agreements

If you have bought your car under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to you.

New car cover

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

- · stolen and not recovered; or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage; and provided your car is owned by you then we will replace your car with a new one of the same make, model and specification.

Provided that:

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

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

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

Cherished plates

If your car is written off and it has a cherished registration number plate, we will give you 30 days from the date it is declared a total loss to transfer that cherished registration number onto a DVLA Retention Certificate in your name. If you do not tell us that you wish to keep the cherished registration number plate, we will dispose of it with your car.

Overnight accommodation

If your car cannot be driven as a result of damage covered under this policy, including loss of or damage to keys, we will pay the cost of overnight accommodation and/or onward travel.

The maximum **we** will pay is £300 in respect of any one claim.

Child car seats

If your car is fitted with any child car seats, we will pay up to £300 per car seat for their replacement following a valid claim covered by this policy, whether or not visible damage has been caused to the car seat.

No excess will apply in respect of replacement of child car seats. **You** should purchase the replacement seat and **we** will reimburse **you** on presentation of the receipt.

Misfuelling, drainage and flushing the fuel tank

If you accidentally fill your car with the wrong fuel, please do not start the engine. Please call us on 0330 024 1305 as soon as possible.

If your car is subject to misfuelling during the period of insurance, we will pay for:

- Drainage and flushing of the fuel tank on site using a specialist roadside vehicle.
- Recovery of your car, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with IO litres of the correct fuel.
- Damage to your car engine caused solely and directly by misfuelling.

An excess of £75 applies to points I-3 above. Your standard policy excess applies for point 4.

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

What is not covered under this section.

- The sum of all policy excesses shown in the schedule.
- More than £1,000 for loss or damage to audio equipment unless it is fitted by the manufacturer of your car or their approved dealer.
- Loss or damage caused by rust, corrosion, wear and tear or any loss of value including following repair.
- Loss of or damage to your car if, at the time of the incident, it was under the custody or control of anyone with your permission who is not covered under this policy.
- 5. Loss of excise licence or fuel.
- Any unnecessary repair or replacement which improves your car beyond its condition before the loss or damage took place.
- Loss or damage caused by any mechanical, electrical, computer breakdown, failure or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage arising from or in consequence of water freezing in the cooling circulation system of your car.
- 10. Loss of use or any other loss, damage or additional expense, (including the cost of any alternative transport under this section) following on from the event for which you are claiming, unless we provide cover under this policy.
- Loss or damage as a result of theft, attempted theft, fire, lightning, or explosion under this section of the policy.
- 12. The additional cost of modifications (including any change to the fuel system) other than:
 - a) those supplied and fitted by the manufacturer or their recommended garage at the time of original registration,
 - b) any modification to accommodate a disability.
- 13. 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
- In respect of misfuelling, any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- 16. Claims for misfuelling outside the United Kingdom.
- Fuel, other than IO litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.

Section B - Fire and theft

What is covered under this section.

We will pay for loss or damage as a result of theft, attempted theft, fire, lightning or explosion to:

- Your car.
- 2. Accessories while in or on your car.
- 3. Audio equipment while in your car.
- Your car key, key fob or entry card or any other device designed and made by the manufacturer to access and start your car.

We may choose to replace them, to repair them or pay an amount equal to the loss or damage.

We will not pay more than the market value of your car at the time of the loss less any excesses.

We will also arrange for your car to be moved to a place of free and safe storage until it is repaired, sold or scrapped. The salvage of your car will become our property after your claim is settled.

If the damage to **your car** can be repaired, **we** will use one of **our** approved repairers to repair it. If **you** choose not to use them, **we** may not pay more than **our** approved repairers would have charged and **we** may choose to settle the claim by a financial payment.

We may choose to repair your car with recycled parts, where appropriate. Parts used may not have been made by your car's manufacturer but will be of a similar standard. All repairs carried out by our approved repairers are guaranteed throughout the time that you own your car.

We will also pay the costs of delivering your car back to the address shown on your current schedule, when the damage has been repaired by one of our approved repairers.

Courtesy Car

If your car is damaged by fire or stolen and later recovered and the damage can be repaired by one of our approved repairers, you will be supplied with a courtesy car. Unless you have purchased the Courtesy car upgrade under Section J of this policy, the car provided will be a 3 door petrol manual transmission car.

Cover will automatically be provided under your certificate of motor insurance while the car is on loan to you.

If a courtesy car cannot be arranged, we will 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 cannot arrange a suitable car, we will repay your alternative travelling costs up to a maximum of £15 per day.

The maximum time **we** will pay for alternative travelling costs is up to 14 consecutive days. If **your car** is written off payments will stop when an offer is made in settlement of **your** claim.

We will not provide a courtesy car or repay alternative travelling costs if your car is stolen and not recovered.

A courtesy car is not available in respect of:

- Claims where an approved repairer is not used
- Losses which occur outside the UK
- · Claims where your car is a total loss
- Claims where your car has been stolen and not recovered.

Finance or hire purchase agreements

If you have bought your car under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first and any balance of the agreed settlement sum will then be paid to you.

New Car Cover

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

- · stolen and not recovered: or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage; and provided your car is owned by you then we will replace your car with a new one of the same make, model and specification.

Provided that:

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

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

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

Cherished plates

If your car is written off and it has a cherished registration number plate, we will give you 30 days from the date it is declared a total loss to transfer that cherished registration number onto a DVLA Retention Certificate in your name. If you do not tell us that you wish to keep the cherished registration number plate, we will dispose of it with your car.

Overnight accommodation

If your car cannot be driven as a result of damage covered under this policy, or is stolen we will pay the cost of overnight accommodation and/or onward travel.

The maximum **we** will pay is £300 in respect of any one claim.

Child car seats

If your car is fitted with any child car seats, we will pay up to £300 per car seat for their replacement following a valid claim covered by this **policy**, whether or not visible damage has been caused to the car seat.

No excess will apply in respect of replacement of child car seats. You should purchase the replacement seat and we will reimburse you on presentation of the receipt.

What is not covered under this section

- 1. The sum of policy excesses shown in the schedule.
- Loss or damage caused by theft or attempted theft if your car was not switched off, properly locked or if any window, roof opening, removable roof panel or hood 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 or unattended, or are left in or on your car whilst it is unattended;
- More than £1,000 for loss or damage to audio equipment unless it is fitted by the manufacturer of your car or their approved dealer.
- Loss of or damage to your car and its contents due to deception or fraud.
- Loss or damage caused by theft or attempted theft if your car was taken by a member of your family or household, or taken by an employee or ex-employee.
- 7. Loss or damage if any security or tracking device,

which either we have required you to fit or you have told us is fitted to your car, has not been set, is not in full working order or, the annual network subscription for the maintenance contract of any tracking device has not been renewed.

- Any loss or damage due to theft unless it has been reported to the police and a crime reference number obtained.
- Loss or damage if we have required you to fit and maintain a tracking system to your car and the device fitted is not to TQA (Thatcham Quality Assurance) standard.
- Loss of or damage to your car if, at the time of the incident, it was under the custody or control of anyone with your permission who is not covered under this policy.
- Loss or damage caused by rust, corrosion, wear and tear or any loss of value including following repair.
- 12 Loss of road excise licence or fuel.
- Any unnecessary repair or replacement which improves your car beyond its condition before the loss or damage took place.
- 14. Loss of use or any other loss, damage or additional expense (including the cost of any alternative transport under this section) following on from the event for which you are claiming, unless we provide cover under this policy.
- 15. Any loss, damage or costs from returning your car to its legal owner or arising out of its repossession or seizure by any person or company having a financial interest in your car.
- 16. The additional cost of modifications (including any change to the fuel system) other than:
 - a) those supplied and fitted by the manufacturer or their approved garage at the time of original registration.
 - b) any modification to accommodate a disability.
- Any costs due to loss or damage to keys (or keyless entry system) other than by theft, fire, lightning or explosion.
- 18. 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.
- More than £2,500 in respect of loss of or damage to your car keys, key fobs, key cards or replacement locks.

Section C - Your legal liability to other people

What is covered

Cover for you:

We will pay if you have an accident which results in you being legally liable for:

- · Death or injury to any person.
- Damage to any other person's property up to £20,000,000 plus all legal costs and expenses provided the total does not exceed £25,000,000 for any one claim or series of claims arising out of one cause.

Caused by or whilst using:

- Your car.
- Any trailer being properly towed (in accordance with both the law and manufacturer's design specifications) by your car (for which cover is provided under this section).
- If Section 5 of your certificate of motor insurance provides cover for the policyholder to drive other cars, any other car driven by you, provided.
 - a) You do not own or have not hired the car under a hire purchase or lease hire agreement.
 - There is valid cover in force for the car under another insurance policy.
 - c) You have the owner's permission to drive the car.
 - d) The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - e) You are 25 years of age or over.
 - You still own your car and it has not been damaged beyond economic repair.
 - g) You are not a company or firm.
 - The car is being used within the limitations of use shown in your current certificate of motor insurance.

Note: Cover to drive other cars only applies if shown in Section 5 of your certificate of motor insurance and the cover provided is limited to third party only. There is no cover provided in respect of damage to the car you are driving. This extension does not provide cover to drive vans, other commercial vehicles, buses, minibuses, quadbikes or motorbikes of any description.

Cover for other people

On the same basis that **we** cover **you** under this section, **we** also cover:

- Any person driving your car with your permission provided that person is entitled to drive under Section 5 of your certificate of motor insurance – "persons or classes of persons entitled to drive".
- Any person using but not driving your car with your permission for social, domestic and pleasure purposes.
- Any passenger travelling in or getting into or out of your car.
- The employer or business partner of anyone covered under this section of your policy as long as the certificate of motor insurance allows business use.
- The legal personal representatives of anyone covered under this policy in the event of that person's death.

Statutory emergency treatment

In the event of an accident involving a car insured under this section, we will also refund any payments that anyone using the car has made under the relevant road traffic legislation for emergency treatment. (Any payments solely for emergency treatment will not affect your No claims discount.)

Defence costs

In the event of an accident involving a car insured under this section, we will at our discretion pay the reasonable legal costs and/or expenses to defend or represent you or any named driver covered by this policy:

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

What is not covered

- Any legal liability if any person insured under this section does not keep to the terms, exceptions and conditions of this policy.
- Any legal liability if you are aware that any named driver does not hold a valid licence to drive your car for the purpose it is being used.
- Any legal liability if you do not take reasonable care to ensure any named driver driving your car observes their licence conditions.
- Legal costs and expenses incurred without our written consent or related to charges connected with speeding, driving under the influence of alcohol or drugs, or parking offences.

- Legal liability for anyone killed or injured while they are working with or for the named driver or policyholder unless we must provide 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 I – Registration mark of vehicle', of the certificate of motor insurance.
- Property owned or jointly owned by, or in the custody care or control of anyone insured under this section of the policy.
- Any claim for loss or damage unless cover applies under section A-L of 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.
- II. Any loss or damage to:
 - a) any caravan, trailer or other vehicle.
 - b) any contents of caravans, trailers or other vehicles whilst being towed by **your car.**

Section D – Windscreen and window damage

This section only applies if you have comprehensive cover

What is covered

We will pay to repair or replace broken glass in your car's windscreen (including panoramic windscreens) or windows, and any scratching to the bodywork caused solely and directly by broken glass from a broken windscreen or window. We may choose to repair your car with parts that may not have been made by its manufacturer but are of a similar standard. Any payment for replacement of glass under this section will not reduce your No claims discount. However, in order to obtain the full benefit under this section the work must only be undertaken by our approved repairer contactable via Swift Glass Claims on 0330 024 6399.

The most we will pay:

If you do not use our approved repairer, the most we will pay for any windscreen replacement claim under this section is £100, or £50 for any windscreen repair.

What is not covered:

- Any excess shown in your schedule for glass replacement or repair.
- Any other glass forming part of your car including sunroofs, panoramic roofs or panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass.
- Any glass that is part of a removable or folding convertible roof.
- Loss of use or any other loss, damage or additional expense following on from the event for which you are claiming, unless we provide cover under this policy.
- 5. The cost of any alternative transport.

Glass excluded under this section may be covered under Section A (Damage to your car) or Section B (Fire and theft) of your policy, subject to the appropriate policy excesses and with an effect on your No claims discount.

Section E – Personal accident

This section only applies if you have comprehensive cover

We will pay:

You or any other person in your car who is accidentally injured while travelling in or getting into or out of your car, whilst in the **United Kingdom**, and this injury alone results within three calendar months in:

- I. Death: or
- 2. Permanent and total loss of sight in one or both eyes: or
- 3. Loss of, or permanent and total loss of use of, one or more limbs at or above the elbow or knee.

The most we will pay:

The most we will pay the injured person or their legal representatives is £5,000 in respect of death, loss of limbs or sight. This is the maximum benefit we will pay to any one person under this section in the policy period of insurance.

If the injured person is insured by **us** against personal accident under any other motor insurance **policy**, benefit shall be recoverable under only one **policy**.

We will not pay:

- For any injury or death resulting from suicide, attempted suicide or any deliberate self-inflicted injury:
- 2. For any deliberate attempt to put lives in danger (unless to save a human life);
- For death or injury to you if you have paid for additional personal accident cover under Section I Personal injury and rehabilitation).

Section F – Additional benefits

This section only applies if you have comprehensive cover

Medical expenses

What is covered

Medical expenses for each person injured as a result of an accident involving **your car**.

The most we will pay for any one incident is £100.

Personal belongings

What is covered

Loss of or damage to clothing and personal belongings (including dashboard cameras fitted to **your car**) caused by fire, theft, attempted theft or accident, while they are in **your car**.

The most we will pay for any one incident is £1500.

What is not covered

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

We will also not pay for theft or attempted theft unless the items were locked in the glove-box or boot and were not visible to people outside **your car**.

Section G - Foreign use

What is covered

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 **you** have 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-D (Sections B-C if Third party fire and theft cover is selected) also apply whilst **your car** is being used abroad.

Cover is also provided for customs duty payable on **your** car resulting from loss or damage that is covered by this **policy** and during transit by a recognised carrier between or within these countries.

If requested, **we** will give **you** an international motor insurance card (Green Card).

Section H – No claims discount

We will increase your No claims discount (NCD) for every claim free period of insurance you have with us. In the event of a claim being made or arising under this policy, your NCD at renewal will be reduced in accordance with the table below:

NCD at the start of your current period of insurance	Your NCD at renewal if you make		
	0 Claims	1 Claim	2 Claims
0 year	l year	0 years	0 years
l year	2 years	0 years	0 years
2 years	3 years	0 years	0 years
3 years	4 years	l year	0 years
4 years	5 years	2 years	0 years
5 years	6 years	3 years	l year
6+ years	6+ years	4 years	2 years

The following will not reduce your NCD:

- any payment made under Section D (Windscreen and window damage).
- any payment made under Section L (Breakdown option).
- any payment for emergency treatment fees under Section C (Your legal liability to other people).
- claims where you are not at fault, provided we have got back all that we have paid from those who are responsible.

Note: Your premium can be affected by factors other than your NCD. You should note any change in the level of your NCD is no guarantee that your premium will not rise.

Your NCD is not transferable to another person except in exceptional circumstances and with our written agreement. Details are available via your Swift Space.

If you have chosen to protect your No Claims Discount (PNCD) then, in the event of one claim on your policy in any period of insurance (up to a maximum of two claims in any consecutive three year period of insurance), your NCD will not be changed at your next policy renewal, after which your NCD will be reduced for each further claim in accordance with our declared scale.

If we become aware of a claim or accident after we issue you with a renewal invitation we will revise the renewal quote. If you have protected NCD and the claim is your third in any consecutive three year period of insurance we reserve the right to remove the NCD protection and invite renewal without it.

Section I – Personal Injury and rehabilitation

Cover only applies if you have agreed to pay any additional premium and the schedule states that this section is in force.

The following definitions apply to this section of the **policy** only:

Burns – Full thickness burn or burns (third degree) covering more than IO% of the body surface.

Case Management – a collaborative process which assesses, plans, implements, co-ordinates, monitors and evaluates the options and services required to meet an individual's health care, educational and employment needs, using communication and available resources to promote quality cost effective outcomes.

Fracture – a complete or incomplete break in a bone resulting from the application of excessive force.

Loss of sight – Permanent and total loss of sight which shall be considered as having occurred if your name is added to the Register of Blind persons on the authority of a qualified ophthalmic specialist.

Loss of eye – loss of sight in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. **Loss of hearing** – total, permanent and irrecoverable loss of hearing.

Loss of limb/s – loss of use or permanent and complete loss by separation at or above the wrist or ankle or permanent or complete loss of use.

Loss of hand/foot – loss of use or permanent and complete loss by separation at or below the wrist or ankle.

Loss of finger/thumb or toe – Complete and irrecoverable loss of use or complete physical separation.

Loss of speech – total, permanent and irrecoverable loss of speech.

Maximum benefit payable – The most we will pay for all claims resulting from one accident. The maximum benefit payable for personal injury claims under this section is $\pounds 100,000$ for any one accident.

Permanent total disablement – disablement caused other than by loss of limb eye hearing or speech which prevents you from taking part in any relevant employment for the remainder of your life.

Personal injury

What is covered under this section:

If you are accidentally injured while travelling in or getting into or out of your car, whilst in the **United Kingdom** and this injury alone results within three calendar months in one of the following we will pay you the benefit shown in the following table:

Description	Benefit payable	
Death	£100,000	
Permanent total disablement	£100,000	
Loss of sight	£100,000	
Loss of sight in one eye	£50,000	
Loss of hearing in both ears	£50.000	
Loss of hearing in one ear	£20,000	
Loss of speech	£50,000	
Loss of two or more limbs	£100,000	
Loss of one limb	£50,000	
Loss of both hands or both feet	£50,000	
Loss of one hand or foot	£25,000	
Loss of both thumbs	£15,000	
Loss of one thumb	£7,000	
Loss of more than one finger	£10,000	
	· ·	
Loss of one finger	£4,000	
Loss of both big toes	£10,000	
Loss of one big toe	£5,000	
Loss of more than one toe (excluding big toes)	£2,000	
Loss of one other toe (excluding big toe)	£1,000	
Loss of lung, kidney(s), liver, large	æ1,000	
intestine, small intestine, stomach,	£20,000	
reproductive organ(s), or bladder	ಪ೭ 0,000	
Loss of spleen, gallbladder or pancreas	£5,000	
Burns	£10,000	
Fractures to the pelvis, arm, leg, skull,	,	
vertebrae, jaw, knee, hand, or facial	£2,000	
bones (excluding nose)		
Fractures to the foot, shoulder blade,		
elbow, sternum, wrist, ankle, collar	£1,000	
bone or coccyx		
Hospital cash daily benefit - you must	£100 por dou	
provide documentary evidence of admission to hospital.	£100 per day	
Maximum policy benefit	£100,000	
ponoj sonom	3.00,000	

The most we will pay:

Benefit may be payable under more than one heading however:

The most we will pay you or your legal representatives is the maximum benefit of £100,000.

If benefit is payable in respect of **loss of a limb(s)**, benefit will not be paid in respect of hands, feet, fingers thumbs or toes.

Post Accident Rehabilitation

What is covered

If you are accidentally injured while travelling in or getting into or out of your car, whilst in the **United Kingdom we** will provide case management and arrange necessary treatment, up to the value of £5,000 for treatment arising from any one claim.

This is to support **you** to return, as near as possible, to **your** pre-accident health.

Treatment under this section may include but is not limited to:

Assessment and support throughout your rehabilitation by one of our qualified case managers (case management).

Physiotherapy – the treatment of injury by physical methods such as massage, heat treatment, and exercise rather than by drugs.

Chiropractic treatment – adjustment and manipulation of the vertebral column and the extremities as a treatment. Psychological Therapies – treatment of psychological disorders and mental distress.

Cognitive Behavioural Therapy – for treatment of travel related phobia, a persistent, abnormal, and irrational fear of a specific thing such as travelling in a vehicle or situation that compels one to avoid it, despite the awareness and reassurance that it is not dangerous.

Cosmetic and reconstructive dental treatment up to £500.

Diagnostics such as Magnetic Resonance Imaging (MRI), a technique that uses a magnetic field and radio waves to create detailed images of the organs and tissues within your body or x-rays, (photographic or digital image of the internal composition of a part of the body, produced by x-rays being passed through it and being absorbed to different degrees by different materials).

Referral to a specialist

Treatment for Tinnitus – the perception of sound within the human ear (ringing of the ears) where no sound is present.

Hydrotherapy – a part of medicine that involves the use of water for pain relief and treatment.

Important notes

- We may require your written consent before proceeding with your rehabilitation (this also allows us to discuss your case with your GP when appropriate).
- You may be required to provide medical information (for example GP notes) in order to support your claim for rehabilitation.
- We may need to complete an assessment with you face to face. This will usually happen at your home.

What is not covered under this section:

We will not pay for

- Any injury or death resulting from suicide, attempted suicide or deliberate self-inflicted injury.
- Any deliberate attempt to put lives in danger (unless to save a human life).
- Any injury unless supporting medical evidence is supplied.
- Any injury resulting from you driving whilst under the influence of alcohol or drugs to a level which would be an offence in the country where the accident occurs.
- Any injury caused by failure to wear a seatbelt unless exempt on medical grounds.
- Any injury that happens while you are not travelling in or getting into or out of your car or driving any other car.
- 7. The cost of any treatment which exceeds the value of £5,000 per claim. Where your rehabilitation needs are about to exceed the cost of £5,000 we will work with you to handover your rehabilitation needs and care over to your GP and/or NHS facility.
- Cosmetic and reconstructive dental treatment which exceeds £500.
- Any treatment costs or expenses not recommended as part of your case management.

Section J – Courtesy car upgrade

Cover only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force.

Definitions

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

Hire car

The optional temporary car we will provide you with in the event of a valid claim under Section A or B of this policy. The car provided will be of a similar size and transmission to your car and will have at least as many doors and seats as your car, up to a maximum of 7 seats.

Hire Car Company

The company we instruct to provide you with a temporary hire car.

What is covered

If your car is damaged or stolen and not recovered in England, Wales or Scotland and if the event is covered by your policy under Section A (Damage to your car) or Section B (Fire and theft) then at our option, we will 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 to and collect from your home address, or any other address within ten miles, a hire car.

If your car can be repaired you may keep the hire car for the duration of the repair.

If a hire car cannot be arranged, we will repay your alternative travelling costs up to a maximum of £25 per day.

If your car has been specially adapted for you or for a named driver with disabilities and we cannot arrange a suitable car, we will repay your alternative travelling costs up to a maximum of £25 per day.

The most we will pay

If your car cannot be repaired, you may only keep the hire car for a maximum of 2l days from the date of the accident. The maximum time we will pay for alternative travelling costs is up to 2l consecutive days.

If you have chosen Third party fire & theft cover there is no cover for your car under Section A (Damage to your car). We will not provide a hire car unless you make a valid claim under Section B – Fire and theft, of this policy.

The hire car provided by us will be insured under your policy under sections A to F and K but only if your schedule shows that these sections apply to your policy. The hire car may only be used in the United Kingdom.

The terms and conditions of this **policy** will normally apply to the use of the **hire car** as if it was **your car**. However if **your car** is insured for Third party fire & theft cover only:

- The hire car will also be insured under Section A (Damage to your car) whilst you are using it.
- You may be responsible for paying an excess in respect of any damage to the hire car. You should check the terms and conditions of the hire car company.

Any claims occurring on the **hire car** will be made on **your policy** and may affect **your** No claims discount.

Section K – Legal assistance cover option

This section only applies if **you** have agreed to pay any additional premium and the **schedule** states that this section is in force. This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AXA Insurance UK plc on whose behalf **we** act.

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

DEFINITIONS

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

Costs

Standard professional fees and **costs** reasonably and necessarily charged by the **lawyer**. It also covers **your** opponent's costs which **you** are 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, European Union, Andorra, Iceland, Norway, Serbia and Switzerland..

Uninsured losses

Losses that **you** cannot recover from any insurance policy.

We/us/our

Arc Legal Assistance Limited, who manage and provide this cover on behalf of AXA.

WHAT IS COVERED - PERSONAL INJURY AND UNINSURED LOSS RECOVERY

We will pay:

The costs for recovering uninsured losses which arise directly from a road traffic accident involving your car in the territorial limits and during the period of insurance which causes:

- your or a named driver's death or injury.
- damage to your car.
- damage to any property in your car which you or a named driver own or are legally responsible for; or
- · any other uninsured losses you or a named driver suffer.

WHAT IS COVERED – MOTOR PROSECUTION DEFENCE

We will pay:

The **costs** to defend a prosecution in respect of a motoring offence, rising from **you** or a **named driver's** use of **your car**, where the event giving rise to the prosecution occurs in the **territorial limits** and during the **period of insurance**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

The most we will pay:

The most we will pay will be £100,000 for any claim or claims arising from any one incident. This total includes all your costs and all your opponent's costs.

WHAT IS NOT COVERED?

- Charges or payments you or the named driver receive or make before we accept the claim.
- Costs you or the named driver incur, 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.
- II. Further costs if during a claim you or the named driver does not accept a reasonable offer to settle or if it is no longer likely that you will be successful with your claim.
- 12. Claims:
 - Brought about by you or the named driver deliberately doing or not doing something.
 - b) 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 subsequent amendment to the policy.
 - d) If at the time of the event or prosecution this policy section was not in force.
 - e) If at the time of the accident your car is being driven or used for a purpose that is not allowed by this policy.
 - f) If you or the named driver are responsible for unreasonable delay which 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.
- 15. Claims for the defence of motor prosecutions arising from or relating to:
 - a) prosecutions resulting from drink or drug (whether prescribed or otherwise) related offences;.
 - b) parking or obstruction offences;
 - you driving a motor vehicle without valid motor insurance:
 - d) offences related to driving licences or vehicle documentation.
- 16. Claims for the defence of motor prosecutions where:
 - a) 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;
 - b) your motor insurers have agreed to provide your or the named driver's legal defence.
- Where an estimate of costs is greater than the amount in dispute.

CONDITIONS APPLYING TO THIS SECTION

How we settle claims

We or the lawyer will seek 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 reserve the right to settle a claim by paying the full amount in dispute.

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 required
- 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 nominate a legal representative to act for you, you may do so. Where you have elected 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 provide 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 in excess of the amount you are able to claim from your opponent will not be covered.

Prospects of success

There must be a 51% or greater chance of winning the case and achieving 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 determines that there is not a 51% or greater chance of success, then **we** may decline or discontinue 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 reducing your sentence or fine, or making a successful appeal or defence of an appeal.

You or the named driver must:

- tell us about the claim as soon as possible and within 180 days from you becoming aware of an 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 providing us with 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 cannot 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 should contact the claims line on 0330 024 1305.

Your claim details will be sent to our nominated legal representative who will then contact you to discuss your claim.

For Motor Prosecution Defence:

You should contact us on 0300 303 4772 or +44 (0) 300 303 4772 for claims outside of the UK and quote "AXA Car Insurance – Legal Cover" to obtain advice and request a claim form. Alternatively, you can submit a claim form online by visiting https://claims.arclegal.co.uk. Upon return of a completed claim form we will assess your claim and if covered, send details to our nominated legal representative who will then contact you directly.

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 promptly.

If you are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have 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 will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if you are not satisfied with the delay, you may refer the matter to the Financial Ombudsman Service.

You can also refer to the Financial Ombudsman Service if you are not happy with our final response or before we have investigated the complaint if both parties agree.

Our contact details are: Arc Legal Assistance Ltd P O Box 8921 Colchester CO4 5YD

Tel 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are: Financial Ombudsman Service Exchange Tower London F14 9SB

Tel 08000 234 567

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

Section L – Breakdown option

This section of your policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RHI IPR, Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline. This insurance is governed by the laws of England and Wales.

Important information

This section 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.

Definitions

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

We, us, our

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, IO6-II8 Station Road, Redhill, Surrey RHI IPR, UK.

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/Break down

Not being able to use your car because of:

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

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 Bosporus), 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 contain personal belongings for **your journey**.

The cover provided under each section is subject to the General Conditions and General Exclusions detailed at the end of this section

How to claim

To get **UK** emergency help phone: 0800 107 7006 If **you** need **Breakdown** Assistance in Europe, please call: 00 44 1737 815632

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers. Please text the word "breakdown" to +44 (0) 7984 434960

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, please listen to their safety advice. If the police are present, please tell them that you have contacted us or give them our phone number to call us for you.

Help on motorways

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

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

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.

Section L1 - Swift Roadside

What is covered

- If your car breaks down more than I 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.
- If your car cannot 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, taking your circumstances into account within 15 miles of:
 - a) Your original destination;
 - b) 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.

What is not covered

- 1. A breakdown at or within I mile from your home.
- 2. Travel outside the UK.
- Car recovery greater than 15 miles from your location at the time of breakdown.
- Anything mentioned in the general exclusions. (Please see section L5.)

Section L2 - Swift Rescue

The cover in this section applies in addition to the cover shown in Section I.I.

What is covered

If your car cannot be made safe to drive at the place you have broken down, and cannot be repaired the same day at a suitable local garage, we will choose the most appropriate solution from 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.

Emergency Driver:

In addition to the benefits above, if the driver cannot 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 provide, and pay for, a driver to finish the journey or return your car and passengers to the place you were originally travelling from. You will need to provide a medical certificate for the driver before we provide this henefit.

What is not covered

- 1. A breakdown at or within I mile from your home.
- Travel outside the UK.
- Anything mentioned in the general exclusions.
 (Please see section L5.)

Section L3 – Swift Rescue and Homestart

The cover in this section applies in addition to the cover shown in Sections LI and L2.

What is covered

- If your car breaks down anywhere at or within I
 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.
- If your car cannot 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 people 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.

What is not covered

- I. Travel outside the UK.
- Anything mentioned in the general exclusions. (Please see section L5.)

Section L4 – Swift European

The cover in this section applies in addition to the cover shown in Sections LI, L2 and L3. It will only apply if it is shown on your current policy schedule and if the premium has been paid. Please ensure you carry your V5 registration document with you during your journey. Regulations are different when you break down in Europe and help may take longer to arrive.

General notes relating to Europe

If you break down on a European motorway or major road, generally we cannot 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, but we 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. If you break 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.

L4a - Before travel abroad starts

The benefits shown under section L4d below also apply in the **UK**, as long as **you break down** during **your journey**.

L4b - Help at the roadside and towing in Europe

What is covered

- 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.
- If your car cannot 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 (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.

What is not covered

- 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.
 (Please see section L6.)

Before travelling, it is recommended that you consult the laws of the country you are planning to visit. Before you travel, you should make sure that you 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:

- Photocard 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.

L4c - Delivering replacement parts

What is covered

 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.

What is not covered

- 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.
 (Please see section L5.)

L4d - Not being able to use your car

What is covered

If during your journey your car breaks down and it is not safe to drive, and it will take at least twenty four hours to repair, or if it is stolen and not recovered within twenty four hours, we will arrange and pay for the most appropriate 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.

What is not covered

- 1. The cost of fuel or lubricants you use in the hire car.
- 2. Replacement parts.
- 3. Any insurance you have to pay to the hire car company.
- 4. Anything mentioned in the general exclusions. (Please see section 5.)

L4e - If you become ill or injured and can't drive

What is covered

 If, during the journey, the driver cannot drive because of an injury or illness, and there is no one else able or qualified to drive your car, we will provide, and pay for, a driver to finish the journey or return your car and passengers to the place you were originally travelling from. You will need to provide a medical certificate for the driver before we provide this benefit.

What is not covered

Anything mentioned in the general exclusions.
 (Please see section L5.)

L4f - If you can't use your own car to get home

What is covered

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 appropriate 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 I2 hours) for you to go to get your car once it has been repaired.

What is not covered

- 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.
 (Please see section L5.)

General Notes

Uninsured Service

We can provide assistance for faults that are not covered under this insurance policy or where you would like us to assist additional passengers who exceed the maximum of 6 stated in this policy. All costs (including an admin fee) must be paid for immediately by credit or debit card. If you wish to use this service please call 0330 I23 405I and request the "Pay on Use" service.

Section L5 - General exclusions that apply to all sections 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 section LI, 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.
- 3. The cost of paint-work and other cosmetic items.
- 4. 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.
- 7. 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.
- 8. 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.
- II. Losses of any kind that come from providing, or delaying providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand.)
- 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.
- 14. Any costs if your car had already broken down or was not safe to drive when cover was taken out.
- 15. 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 provide 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.
- 18. 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.
- 19. Recovering your car when it is carrying more than a driver and the recommended number of passengers according to the manufacturers' specifications, if there is more weight in 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.
- 21. 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.
- 23. 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.
- 24. 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.
- 26. 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.
- 29. Any costs for cars that have broken down or were not safe to drive when cover was taken out.

Section L6 – General conditions that apply to all sections of Breakdown cover

- Your car must be permanently registered in the UK and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display. Your car should be kept in a good condition and have been serviced regularly in line with the manufacturer's recommendations.
- We can ask for proof of outbound and inbound travel dates.
- 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 provide a service if you or your passengers are being obstructive in allowing us to provide the most appropriate help or if you or they are abusive to our rescue controllers or our recovery operators.
- 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.
- 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.
- 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.
- 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.
- II. 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.
- 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.
- 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 cannot guarantee that hire cars will always be available and we are not responsible if they are not available. We will do our best to arrange a car of the same size as yours, but we cannot guarantee that there will be tow bars, bike racks, roof boxes, or other accessories included. You must meet the conditions of a hire car company to hire a vehicle.
- 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;
- b) Make or try to make a fraudulent claim under your policy;
- c) Are abusive or threatening towards our staff; 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.

Please see General conditions 12 and 13.

Our promise

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

Complaints procedure

You can write to the Quality Manager at:
Quality Manager, Inter Partner Assistance SA,
The Quadrangle, 106-118 Station Road, Redhill, Surrey,
RHI IPR, UK. Or, you can phone 01737 815 023
If it is impossible to reach an agreement, you may have
the right to make an appeal to the Financial Ombudsman
Service by writing to:

Financial Ombudsman Service

The Financial Ombudsman Service, Exchange Tower, London FI4 9SR

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)

or 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk **Web:** www.financial-ombudsman.org.uk

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk.

Data Protection

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

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

These activities may include:

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

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

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

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy policy (see below). **You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy policy – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer
The Quadrangle, IO6-II8 Station Road
Redhill
RHI IPR

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy policy is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from us on request.

General exclusions applying to all sections of your policy

We will not pay:

- For any liability, loss, damage, cost or expenses which takes place while any car insured under this policy is:
 - a) being used for a purpose other than that permitted in the limitations as to use in Section 6 of your certificate of motor insurance or;
 - b) driven by someone who:
 -) does not have a valid driving licence; or
 - ii) is breaking the conditions of their driving licence: or
 - iii) is not specifically named in Section 5 of your certificate of motor insurance 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 is not named in the certificate of motor insurance for the purpose of maintenance or repair.
- b) being parked by an employee of a hotel, restaurant or car-parking service who is not named in the certificate of motor insurance.
- c) stolen or taken away without **your** permission.
- Any costs as a result of an agreement or contract unless we would have had to pay the costs anyway.
- For deliberate or intentional loss or damage caused by anyone insured under this **policy**.
- Any liability, loss, damage, cost or expense caused if your car:
 - a) is not taxed and is not registered in the United Kingdom with the DVLA unless your car is in the process of being registered with the DVLA.
 - b) is normally kept outside England, Scotland or Wales.
- Any loss or damage to property or any direct or indirect loss, cost, expense or liability caused by, contributed to or arising from:
 - a) ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts.

- Any liability, loss, damage, cost or expense caused by riot, strike or civil commotion outside England, Scotland, Wales, Isle of Man or Channel Islands.
- Any liability, loss, damage, cost or expense caused by, resulting from or in connection with or in controlling or suppressing:
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not).
 - b) 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 are required to provide cover under any relevant road traffic legislation.
- 8. 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.
 - c) used for customs examination.
- More than our legal liability under compulsory motor insurance legislation for any claim, if the driver of your car at the time of the accident:
 - is found to be over the permitted limit for alcohol:
 - is unfit to drive through drink or drugs, whether prescribed or otherwise; or
 - fails to provide a swab sample or sample of breath, blood or urine when required to do so, without lawful reason.

Where we are required to make a payment in such circumstances, we reserve the right to recover any such amounts from you or the driver of your car.

 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.

- Any liability, loss, damage, cost or expense caused by earthquakes and the results of earthquakes.
- 12. Any liability, loss, damage, cost or expense arising which directly or indirectly relates to terrorism, except as is strictly required under the relevant road traffic legislation; terrorism being defined as any act or the use or threat of force (whether or not in the territorial limits) including but not limited to:
 - a) threat of and/or actual endangerment of the life of a person(s).
 - b) threat of and/or actual serious violence against person(s).
 - involving the threat of and/or actual damage to any form of property.
 - d) creating a serious risk to the health and safety of the public.
 - e) involving the use of firearms, explosives, biological, chemical, nuclear or other means. which is committed by any person(s) for political, religious or ideological purposes to influence any government or to coerce or to put any member of the public in fear.
- 13. Any liability, loss, damage, cost or expense caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.
- For any costs involved in contacting us regarding your claim (including telephone calls).
- 15. For any liability, loss, damage, cost or expense caused by, resulting from or in connection with your or a named drivers criminal or illegal act, in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment.
- Loss or damage arising from confiscation, requisition or destruction of your car by or under order of any government, public or local authority.

General conditions applying to all sections of your policy

To have the full protection of **your policy**, **you** and any **named drivers** must comply with the following conditions, otherwise **we** may cancel the **policy**, refuse to deal with any relevant claims, or reduce the amount of any relevant claim payments.

1. Your policy information

You must have answered accurately and truthfully all questions relating to your details; those of your car and of all named drivers on your policy. You must also have truthfully agreed to all statements that we listed in the terms and conditions relating to your policy. We may audit your policy details throughout your term of cover in order to validate the details you have provided. Part of this audit may require you to provide us with documents which we deem appropriate to validate details in relation to your policy. Examples of such documents include your car's log book (V5C), a utility bill or driving licence details.

If you fail to provide us with accurate information or do not comply with our requests we may:

- declare your policy void from inception (which means treating it as invalid) and we may not make any return of premium.
- cancel your policy by giving you a minimum of 7 days' notice in writing to either the email or the postal address last known to us and return any premium less our cancellation charge of £52.50 or recover any unpaid premium.
- remove one or more named drivers from your policy and adjust your premium accordingly.
- d) recover any shortfall in premium.
- e) not pay any claim that has been or will be made under your policy.
- be entitled to recover from you the total amount of any claim already paid under your policy or any claim we have to pay under any relevant road traffic legislation, plus any recovery costs.

If we suspect fraudulent activity has taken place on your policy either by you or someone on your behalf, we may cancel or void your policy (treat your policy as if it never existed) by giving you 7 days' notice in writing to either the email or the last postal address known to us. This includes if your policy has been set up by an unauthorised or unregulated intermediary.

Should any of this action be taken **we** may charge an admin fee for changing, amending or cancelling **your policy. You** can find more details on **our** fees in General Condition 15 Fees.

2. Changes to your policy

Please tell us of the following changes (via your Swift Space if possible) either before the change or as soon as you possibly can.

- a) If you sell or change your car.
- b) If you change your address or where you keep your car.
- c) If you want to add or remove a named driver.
- d) If you scrap your car or it becomes the subject of a Statutory Off Road Notification (SORN).
- e) If you are moving abroad permanently.
- f) If you or any named driver receive a non motoring conviction.
- g) If you modify or alter your car from standard **UK** specification.
- h) If you want to use your car for a purpose not shown on your certificate of motor insurance.
- i) If you or anyone else covered to drive is told by the DVLA they cannot continue driving.
- i) If you or any named driver change your occupation or business, whether full or part time, in which you work.
- k) If you or any named driver is banned from driving.
- If you or any named driver changes licence entitlement.

Please tell **us** before the subsequent renewal of **your** policy:

- m) if you or any named driver:
 - receive a motoring conviction, fixed penalty notice or licence endorsement
 - have been involved in any claims or accidents.

If you are unsure whether a change will affect your policy cover, please ask us.

Any changes to the drivers or the vehicles insured under this **policy**, whether permanent or temporary, will be treated as a variation of this **policy**.

When you tell us about a change, we will assess how it affects your policy and you may need to pay an additional premium, this may also include an admin fee.

In some cases, we may not be able to continue with your policy. Where this happens, you will be advised and you will be given a minimum of 7 days' notice to arrange cover with an alternative insurer, you may also be charged a cancellation fee.

You can find more details on **our** fees in General Condition 15 Fees.

If your car is declared a total loss we will advise you and give you 30 days from the date we pay your claim to replace your car. If you do not advise that your car has been replaced within this time we will assume that your policy is not needed and cancel it. As a claim has occurred no refund of premium will be provided.

3. Protecting your car

You must take all reasonable steps to protect your car and its contents from loss or damage.

4. Maintaining your car

You must make sure your car is roadworthy including that it has, if required, a valid MOT and complies with the relevant legislation in any country where it is being driven. We reserve the right to examine your car at any reasonable time. This also applies to any trailer that is being towed.

5. Claims

If you or your car are involved in any type of incident, accident, claim or loss regardless of fault you must:

- a) tell us as soon as possible. If your car has been stolen you must advise the police and co-operate fully with their investigations;
- b) Give us full control of the claim including the uplift storage and repair of your car. We may take over, defend or settle the claim, or take up any claim in your name; you must not negotiate regarding any claim, settle any claim without our written permission or admit liability for any claim unless we ask you to do so;
- c) Co-operate with us fully including:
 - giving us consent to proceed with the repair to vour car as soon as possible after

- we have obtained an estimate from our approved repairers:
- providing us with any formal documentation including the V5 registration certificate for your car, personal identity requests or driving licence for any named driver of your car;
- iii) 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. If the accident has been recorded by your dashboard camera you should let us have copies of the accident recording as soon as possible;
- d) If the damaged car is provided by us under Section A (Damage to your car), Section B (Fire and theft), or J (Courtesy car upgrade), the car will be referred to our approved repairers.

6. Other policies

We will not 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.

7. Fraudulent claims

Throughout **your** dealings with **us we** expect **you** to act honestly. If **you** or anyone acting for **you**:

- a) knowingly provides information to us as part of your application for your policy that is not true and complete to the best of your knowledge and belief: or
- knowingly makes a fraudulent or exaggerated claim under your policy; or
- knowingly makes a false statement in support of a claim; or
- d) submits a knowingly false or forged document in support of a claim; or
- e) makes a claim for any loss or damage caused by your wilful act or caused with your agreement, knowledge or collusion

then

- a) we may prosecute fraudulent claimants.
- we may make the policy void from the date of the fraudulent act.
- c) we will not pay any fraudulent claims.
- we will be entitled to recover from you the amount of any fraudulent claim already paid under your policy since the start date.
- e) we may not return any premium paid by you for the policy.

8. Car sharing

This **policy** covers **you** while carrying passengers for social reasons or similar as long as:

- a) you do not carry passengers as customers of a passenger-carrying business, car sharing scheme or for hire and reward.
- b) you do not make a profit from passengers' payments or from allowing someone to drive.
- your car is not made or adapted to carry more than eight passengers (excluding the driver) and you do not exceed the maximum seating capacity of your car.

If you are in any doubt as to whether any car sharing arrangements you have are covered under this policy please contact us via your Swift Space.

9. Proof of NCD

You may be required to provide proof of your no claims discount (NCD).

Proof of NCD must:

- a) show your name as the policyholder;
- b) show the number of years No Claims Discount **vou** are entitled to:
- show the expiry date of your previous policy which must not be more than 24 months before the start date of this policy:
- d) be issued by your previous insurer in the United Kingdom;
- e) be earned on a private car or single commercial vehicle policy;
- f) be earned in the United Kingdom;
- g) be earned on a **UK** or EU licence;
- h) not be currently used to insure another vehicle. Commercial car, company car, classic car, motor home or motor trade proof of No claims discount or bonus is not acceptable. If **you** do not provide proof of NCD when requested, **we** will reassess **your policy** and may charge an additional premium or, if **we** are unable to continue cover, **we** will cancel this **policy** by giving **you** a minimum of 7 days' notice in writing to either the email or the postal address last known to **us**.

If your policy is cancelled an admin fee may apply.

You can find more details on our fees in General
Condition 15 Fees

10. Compulsory motor legislation

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 against whom the claim was made.

11. Payment of premium

You must pay the premium on demand. You can choose to pay annually or monthly for your policy.

If you have chosen to pay for your policy annually, your payment will be debited from your payment card immediately and will appear on your statement within 3 working days. This includes any additional premium that may arise from changes made to your policy.

If you have chosen to pay for your policy by 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.

You will 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 3 working days.

Should you make any change to your policy that affects your premium, you will 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 3 working days. You can find more details on our fees in General Condition 15 Fees.

If you have opted to renew your policy automatically, we will renew it using the information and payment details you have given us.

It is 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.

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 have given us previously.

Should you fail to make your payment(s) in full and by the due date, we will contact you. For the first 3 defaults within any period of insurance, if payment has not been received within 7 days of us contacting you, we will send you a reminder via text and e-mail. If payment remains outstanding after 3 working days of this reminder, we will contact you again to provide a final date for payment. If we are still unable to collect payment from you we will seek to recover your payment(s) and may:

- a) cancel your policy 14 days after our initial contact with you. We'll let you know about this in writing to either the email address or postal address last known to us (usually the ones listed on your policy).
- charge an admin fee if payment is unsuccessful due to a cancelled payment instruction of insufficient funds.
- c) terminate vour Consumer Credit Agreement.
- d) in the event of a claim, refuse to pay any claims that are 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.
- refer your policy details to our debt collection agencies that will seek to recover your payment(s) on our behalf, and they may also record the outstanding debt.

If this action is taken, **we** reserve the right to add a £25 admin fee to the value of **your** debt to cover the costs incurred.

You can find more details on **our** fees in General Condition 15 Fees.

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. We may
additionally follow steps b to e above

12. Cancelling your policy Statutory cancellation rights

You an cancel this **policy** within the first I4 days of receipt of the policy documents, or the start date, whichever is later.

If your cover hasn't started, we'll give you a full refund.

If your cover has started, you'll be charged for each day that we've covered you for as long as you haven't made a claim or are in the process of making a claim,

anything left over will be refunded to **you**.

If **you've** made a claim, or are in the process of making a claim, **you** won't receive any refund.

Cancellation in other circumstances

You can cancel at any other time, you'll be charged for each day that we've covered you for, along with a £52.50 admin fee, as long as you haven't made a claim, or are in the process of making a claim anything left over will be refunded to you.

If you've made a claim or are in the process of making a claim and you're paying by monthly instalments, your instalments will end. You'll either need to continue with the instalments until your policy renewal date, or we may, at our discretion, take the outstanding instalments owed from any claim payment we make. A £52.50 admin fee for cancellation will also apply.

If you've made a claim or are in the process of making a claim and you pay annually, you won't receive any refund and the £52.50 admin fee for cancellation will also apply.

You can find more details on **our** fees in General Condition 15 Fees.

As a reminder, **you're** required by law to have continuous insurance on **your car**.

Cancellation of temporary covers

You can choose to cancel your temporary cover before its start date and you will receive a full refund of premiums paid. If you cancel your temporary cover after the start date, we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

There is no admin fee if you cancel your temporary cover. If there is a claim on the policy, you will need to pay the full premium.

How to cancel

To cancel **your policy**, please call **us** on 0330 024 6394 or write to **us** at:

Customer Services Swiftcover.com PO Box 2796 BOLTON BL6 9LZ We can only deal with you in respect of cancellation – we are unable to cancel the policy on the authority of anyone else even if you have given authority for them to act for you.

If you've had an accident, claim, committed fraud or made a false declaration, we reserve the right to retain your full policy premium, if your policy is cancelled.

If you haven't paid us your full policy premium, we reserve the right to recover the money that you owe us, along with a £52.50 admin fee for cancellation.
You can find more details on our fees in General Condition 15 Fees.

We may cancel **your policy** by giving **you** a minimum of 7 days' notice:

- a) in the event of deliberate or reckless misrepresentation (see General condition I).
- b) if we are unable to continue cover due to changes to your policy (see General condition 2).
- in the event of fraudulent claims (see General condition 7).
- d) if **you** are unable to provide the appropriate proof of NCD (see General condition 9).
- e) if **you** do not pay **your** premium (see General condition II).
- f) if **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

Cancelling your policy means you will not be covered from the date and time of cancellation.

13. Cancelling optional covers (Sections I, J, K or L)

You can cancel optional Sections I, J, K or L of your policy. If you cancel any optional section of your policy in the first I4 days of receipt of the policy documents or the start date, whichever is later, we will return the premium paid, provided that no claims or accidents have occurred.

If **you** cancel sections I, J, K or L after I4 days of the start date, **we** will not refund the premium for this cover.

14. Automatic renewal

We offer to renew your motor insurance automatically to give you the peace of mind that your car will always be protected.

With automatic renewal you will 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 will cover you for everything you have selected or added during your policy term.

We will take payment on the agreed future date with the details you provided, so as long as all of your information and payment details are correct and up to date, your car will continue to be covered.

We will still send you your renewal invite 2I 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 Swift Space, by emailing help@Swiftcover.com or by calling us on 0330 024 6394.

You can also change your renewal preference at any time in your Swift Space, by emailing your name, policy number and request to us at help@Swiftcover.com or by calling us on 0330 024 6394.

Please note, 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.

Please note that if a motor insurance **policy** expires, full and comparable cover may not be available from the insurers in future.

If you change your mind and no longer want to be insured by Swiftcover, you can cancel your policy at any time in your Swift Space or by emailing your name, policy number and request to help@Swiftcover.com.
You can also call us on 0330 024 6394.

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. If you use your car without valid insurance you will be committing an offence.

15. Fees

Your Swift Space makes it easy for you to update your details yourself 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 result in an increase in the cost of **your policy**.

Why do we charge Fees

Our admin fees are charged to cover some of the costs involved with maintaining your policy, such as 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.

Our Fees

£25 admin fee for any change or correction to your policy that we make on your behalf.

£52.50 admin fee if **you** cancel outside the I4 days cooling off period.

£52.50 admin fee if we cancel your policy.

£15 admin fee applies if payment is unsuccessful due to a cancelled payment instruction or insufficient funds.

£25 admin fee may apply if **our** debt collection agency seeks to recover **your** payments on **our** behalf and they may also record the outstanding debt.

16. Sanctions condition

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 provide cover, or pay any claim or provide 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.

Making a complaint

Swiftcover Insurance Services Limited aims to provide the highest standard of service to every customer. If our service does not meet your expectations, we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

Making your complaint

If your complaint relates to a claim on your policy, please contact the department dealing with your claim. If your complaint relates to your policy, please contact the Swiftcover Help Team on: 0330 024 6394.

Write to:

Customer relations manager Swiftcover.com PO Box 2796 ROLTON

DOLIOI

BL6 9LZ

Email: Complaints@swiftcover.com

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

- your name, address and postcode, telephone number and e-mail address.
- your policy and/or claim number, and the type of policy you hold.
- the reason for your complaint.

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

Beyond Swiftcover

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service. This is an independent body that arbitrates complaints in the Financial Services industry. You have six months from the date of final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action.

If **we** cannot resolve **your** complaint **you** may refer it to: The Financial Ombudsman Service.

Exchange Tower.

London

EI4 9SR

Tel: 0300 I23 9I23 (calls to this number cost no more than calls to 0I and 02 numbers)

or 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Fax: 020 7964 1001

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

Web: www.financial-ombudsman.org.uk

Our promise to you

We will

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

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.

If you do not have access to the internet please contact us and we will send you a printed copy.

Contact us

Swift Help Team

(for advice and help about **your** insurance)

Mon – Fri 8am – 8pm; Sat 9am – 5pm; Sunday 9am – 3pm,

Bank Holiday opening times may vary. **Phone** 0330 024 6394

Email help@swiftcover.com

Swift UK Claims Line

For emergency support or to report a new claim, service is available 24 hours a day every day on 0371 984 3333 (whilst in the **UK**) or +44 (0) 1892 500 169 (claims outside the **UK**)

Our claims team is available Monday to Friday 8am – 8pm and Saturdays 8.30am to 5pm. Closed Sundays Bank Holiday opening times may vary.

Email claims@swiftcover.com (enquiries about existing claims only)

Swift Glass Team

24 hours, 7 days a week **Phone** 0330 024 6399

Swift Breakdown Team

24 hours, 7 days a week **Phone** 0800 107 7006

Swift Legal Help Team

Mon – Fri 8am – 6pm (excludes bank holidays); Sat 9am – 12 noon

Phone 0300 303 4772

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Registered address is 20 Gracechurch Street, London EC3V OBG. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of its regulation are available from us on request. Inter Partner Assistance SA firm register number is 202664.