



NI Customers  
April 2021

# Taxi & hackney insurance policy



In the event of  
a claim please  
call our 24 hour  
Claims Helpline on:

**0345 8282823**

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# Taxi Insurance

Policy Document



## Introduction

Welcome to your policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us. Your policy is a contract of insurance between You and Us and You have a duty to make a fair presentation of the risk to Us in accordance with the law. The Policy and the Schedule should be read together as one contract.

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

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

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

Your Policy is in four parts:

- The statement of fact and declaration
- The policy wording in this booklet
- The schedule which has details of you, the vehicle, the cover and the period of insurance

- The current Certificate of Motor Insurance which gives details of who may drive and the purpose for which the vehicle may be used.

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

On behalf of AXA Insurance dac

Phil Bradley  
Chief Executive  
AXA Insurance dac

Reg. No. 136155  
Reg. Office: Wolfe Tone House, Wolfe Tone Street,  
Dublin 1.

## Definitions

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Certain words in this Policy have special meanings. They are explained below.

### **Approved Repairer**

A network of approved repairers who can be contacted through Your local AXA Office.

### **Certificate of Insurance**

A document showing that Your Policy meets the legal requirements for insuring motor vehicles (the Road Traffic Acts).

### **Claim or Accident**

An event which is insured under this Policy.

### **Endorsement**

A wording which changes the Insurance in the printed Policy.

### **Green Card**

An International insurance certificate.

### **Insure, Insurance**

Pay for legal Liability, loss or damage as defined in this Policy.

### **Liability, Liable**

A legal responsibility to compensate others.

### **Market Value**

The cost of replacing Your Vehicle with one of similar make, model and condition.

### **Statement of Fact**

The completed Statement of Fact and any other information given to Us by You or on Your behalf.

### **Renewal**

Extending the original period of insurance.

### **Schedule**

This is issued with Your Policy booklet and shows details of Your Vehicle, the premium, Policy Cover and any operative Endorsements which apply.

### **Third Party**

You and We are the first and second parties to this contract. Anyone else is a Third Party.

### **We, Us, Our**

AXA Insurance dac.

### **You, Your**

The person shown in the Schedule as the Policyholder.

### **Your Vehicle**

The vehicle described in the Schedule.

## Guide to Your Policy Cover

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The Policy Cover is shown in the Schedule.

The **COVER** means:

- **COMPREHENSIVE**

All Sections of the Policy apply.

- **THIRD PARTY FIRE AND THEFT**

All Sections of the Policy apply, but

Section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

- **THIRD PARTY**

All Sections of the Policy apply, EXCEPT Section 2

The schedule also shows what endorsements, if any, apply to the policy.

## **Legal Liability to Third Parties**

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### **What the Insurance Covers**

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We will insure against legal liability

- for death of or bodily injury to anyone; and
- for damage to property. We will not pay more than £5,000,000 (excluding legal costs) for any one claim, or number of claims arising out of one event

resulting from any Accident involving Your Vehicle, or loading or unloading Your Vehicle.

### **Vehicles which are insured**

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- Your Vehicle;
- Any trailer or disabled mechanically-propelled vehicle attached to Your Vehicle.

### **Driving other Cars**

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We will insure under this Section the driving by you, of any motor car not belonging to you or hired to you under a hire purchase agreement, provided that:

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

### **Who is Insured under this Section**

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You and the following people are Insured under this Section:

- Anyone allowed by the Certificate of Insurance to drive Your Vehicle.
- Anyone, other than the driver, who, at your request, is in, getting into, or out of Your Vehicle.



If anyone Insured under this section dies, We will continue to provide Insurance for the estate of that person for any liabilities incurred that are covered by the Policy.

## Costs and Expenses

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For any event where We provide Insurance under this Section, We will pay:

- solicitors' fees to represent anyone insured under this Section at a Coroner's Inquest or Fatal Accident inquiry;
- for the defence in any Court of Summary Jurisdiction;
- (if You ask Us) the cost of legal services to defend a charge of manslaughter or causing death by reckless driving; and
- any other costs and expenses which We agree in writing.

## Emergency Treatment

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We will also pay for any Emergency Treatment fees required by the Road Traffic Acts.

## What is not Covered

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**We will not provide Insurance under this Section:**

- **If the person claiming knows that the driver at the time of the Accident has never held a licence to drive the vehicle, or is disqualified from having such a licence.**
- **For death of or bodily injury to anyone which arises out of and is in the course of that person's employment by the person claiming except where it is necessary to meet the requirements of the Road Traffic Acts.**
- **For loss of or damage to property owned by or in care of the person claiming, or being carried in or on Your Vehicle.**
- **For loss of or damage to Your Vehicle.**

- For death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of Your Vehicle by anyone other than the driver or attendant of Your Vehicle.
- To anyone other than You who can claim under any other policy.
- To anyone who does not keep to the terms of this Policy as far as they can apply.

## Loss of or Damage to Your Vehicle

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### What the Insurance covers

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If your Vehicle is lost or damaged We will choose whether to repair it, replace it, or pay in cash the cost of the loss or damage.

The most We will pay is the Market Value of Your Vehicle and its fitted accessories and spare parts in or on Your Vehicle at the time of the loss or damage. We will not pay more than Your estimate of value shown in the Schedule.

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

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

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

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

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

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

### **Courtesy Car**

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

A courtesy car will be available for 7 days if your car is (i) declared a total loss

(ii) is subject to an unrecovered theft loss or

(iii) a total loss due to fire.

(iv) A courtesy car may not always be available.

### **Your Contribution (Excess)**

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You must pay £250 towards all claims (other than windscreen claims) if your Vehicle is lost or damaged.

Your schedule will show if you have windscreen cover. No excess will apply if you use Autoglass. Otherwise, a £75 excess will apply.

### **Ownership**

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If We know Your Vehicle is owned by someone other than You, We will make any cash payment for a claim under this Section to the legal owner of the vehicle. We will take the owner's receipt as settling the claim in full.

### **Recovery and Redelivery**

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If Your Vehicle is disabled as the result of loss or damage Insured under this Section We will pay the reasonable costs of:

- protecting it and moving it to the nearest repairers; and
- returning it to You after repair to any address You wish. This is as long as the cost is no more than it would be if We delivered it to Your address shown in the Schedule.

## **Our uninsured driver promise**

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

### **Conditions:**

We will need:

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

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

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

This promise is for comprehensive policyholders only

## **What is not Covered**

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### **We will not pay for:**

- **loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.**
- **any depreciation in the Market Value of Your Vehicle following its repair, the cost of which is the subject of a Claim under this Section;**
- **loss of use of Your Vehicle;**
- **depreciation;**
- **wear and tear;**

- mechanical or electrical
  - breakdowns
  - failures
  - breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- loss where property is obtained or attempted to be obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- loss or damage to the vehicle where possession is obtained by fraud, trick or false pretence;
- loss resulting from repossession of the vehicle or restitution to its rightful owner.
- loss or damage to any two way radio system.
- more than £500 for loss or damage to the vehicle audio system or car telephone and its fittings unless the equipment was fitted by the manufacturer or authorised dealer in accordance with their standard specification for the vehicle.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- Loss or damage to your car, if car is being driven by a person who holds a provisional licence, and does not meet the requirements of that licence.
- The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage took place.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- The extra cost of replacing non standard glass.
- Loss or damage from using your car in a rally, competition or trial.
- The cost of importing parts or accessories for your car from outside the European Union.

- **The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.**
- **The cost of any repair or replacement to vehicles temporarily covered under the policy.**

## Date Recognition Exclusion Clause

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We will not pay for damage to or loss of any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process, or any other electronic system caused by failure to:

- correctly recognise any date as its true calendar date.
- capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data.

## Repairs to Your Vehicle

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If the damage to Your Vehicle is insured by this Policy then to allow Us to authorise repairs as quickly as possible You should:

- telephone us on 0345 8282823 or your insurance advisor to provide full details of the Claim;
- take your Vehicle to an Approved Repairer (We will advise you of their address) or when the vehicle is not able to be driven We will arrange for it to be moved to their premises;
- if requested by us sign and return to us a fully completed Claim form.

## Trailers and Disabled Vehicles

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### We will insure

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Your Liability under Section 1 of this Policy for any trailer, caravan or disabled mechanically-propelled vehicle attached to Your Vehicle.

### What is not covered

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#### **We will not provide Insurance under this Section:**

- **When a trailer is attached to any vehicle other than Your Vehicle.**
- **If Your Vehicle is towing a greater number of trailers in all than is allowed by law.**
- **If Your Vehicle is towing a disabled or mechanically-propelled vehicle/trailer or caravan for hire or reward.**
- **For loss of or damage to any disabled mechanically-propelled vehicle or trailer or caravan.**
- **For loss of or damage to any property being carried in or on any trailer or disabled mechanically-propelled vehicle or caravan.**
- **For death, injury or damage because of operating any mobile plant trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Acts.**



## **Service or Repair**

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When Your Vehicle is in the hands of a Motor Trader for service or repair, We will continue to provide Insurance under this Policy for Your benefit. For this purpose, We will ignore the driving and use limitations in Your Certificate of Insurance.

## **Right of Recovery**

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The law of any country where this policy is valid may mean We have to make payments which are not insured by this Policy. You are legally liable for them as the owner, keeper, user or driver of the vehicle concerned.

You must pay Us back the amounts We pay in these circumstances.

## Geographical Limits and European Travel

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### Geographical Limits

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We will provide Insurance as set out in the Policy, the Schedule and the Certificate of Motor Insurance in, or travelling between, the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands.

### European Travel

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#### Automatic Minimum Cover

If You use Your Vehicle in

- any country which is a member of the European Union, or
- any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

the cover provided by this Policy gives You the **minimum** cover to comply with Compulsory Motor Insurance Legislation in those countries.

#### WARNING:

If You intend travelling to a country which is not mentioned, the minimum cover referred to may not be valid for that particular country.

### Issue of a Green Card

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Although Your current UK Certificate of Insurance is evidence that You have Insurance which meets Compulsory Motor Insurance Legislation for the countries stated, We will, if You ask Us, issue an International Motor Certificate (Green Card) providing You are travelling to a country which is a member of the European Union.

All We ask of You is that Your request is made to Us at least 14 days prior to travel to allow Us adequate time to process this.

## Extension of Cover to the European Union Minimum Requirements

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We will provide the same level of cover as is in operation under this Policy and is issued subject to additional premium for up to 93 days in any year of Insurance.

Insurance for any other vehicle or for a period which includes travel outside the European Union is at Our discretion and subject to additional premium.

Please give Us at least 14 days notice of the intention to travel abroad to allow Us adequate time to process the request.

## Customs Duty

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We will pay any Customs Duty that arises as the direct result of any loss or damage insured by this Policy.

## No Claims Discount when you Renew

Table 1 shows the No Claims Discount We will give in working out Your premium if You have not made a Claim and You have no Claim pending.

Table 1

Period without a claim	Discount When you Renew
One complete year of Insurance	15%
Two complete and consecutive years of Insurance	25%
Three complete and consecutive years of Insurance	40%
Four complete and consecutive years of Insurance	50%
Five or more complete and consecutive years of Insurance	60%

Table 2 shows the effect of claims on Your existing No Claims Discount when You renew Your Policy.

**Table 2**

Discount at Last Renewal	Number of Claims Since	Discount Next Time You Renew
15%	One	Nil
25%	One	Nil
40%	One	Nil
50%	One	15%
60%	One	25%
All Discounts	Two or more	Nil

After making claims, You will go up the scale shown in Table 1, starting from the level shown in the last column of Table 2.

### **The following Claims will not affect Your No Claims Discount**

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- Claims only to pay for Emergency Treatment fees under the Road Traffic Acts.
- Claims where We recover all our outlay or where it can be proved that We could have got it back but for an agreement between Insurers.

**We will not transfer Your No Claims Discount to anyone else.**

**This Section does not apply to trailers or to any vehicle where cover under Section 1 does not apply.**

## General Exclusions

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We will not Insure You for Claims arising out of agreements unless a Claim would have been accepted in any case.

We will not Insure You for Claims while Your Vehicle is being:

- used for any purpose that the Certificate of Motor Insurance does not allow;
- driven by someone not allowed to drive by the Certificate of Motor Insurance.
- driven by You if You do not hold a licence to drive the vehicle or You are disqualified from having such a licence;
- driven with Your permission by someone who You know does not hold a licence to drive the vehicle unless that person has held a licence and is not disqualified from getting one.

If an accident happens and:

- a) as a result you and any insured person is convicted or has a prosecution pending of an offence involving alcohol or drugs;
- b) you or any insured person is driving while unfit to do so due to alcohol or drugs; or
- c) you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

Then

- i) The cover provided in section 2 of the policy for loss of or damage to the Insured vehicle will not apply; and
- ii) we reserve the right to recover any amounts we have paid to cover any claims arising from the accident from you or any person driving.

We will not insure you while any vehicle covered by this insurance is knowingly being used to carry a load more than the insured vehicle is constructed to carry, knowingly being used to carry more passengers than the vehicle is constructed to carry.

## **War and Terrorism Exclusion Clause**

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The following exclusion applies to the policy except so far as is necessary to meet the requirements of the Road Traffic Acts.

Notwithstanding any provision to the contrary, within this insurance or any endorsement thereto the Company shall not be liable in respect of liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1) war invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) riot, civil war, mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority.

- 2) any act of terrorism

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion also excludes liability, loss damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.

If the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense, is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. In the event of conflict between this clause and the war risk exclusion contained in the policy, the wording of this clause shall prevail.

## **Cyber Risks Clarification Clause**

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This policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- 1) the loss of alteration of or damage to or
- 2) a reduction in the functionality, availability or operation of  
a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment whether the property of the Insured or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

Apart from Section 1, We will not Insure You for Claims arising from or because of earthquake.

We will not Insure You for Claims arising while any vehicle insured by this Policy is being used in the parts of any airport or aerodrome to which aircraft have access.

We will not Insure You for Claims arising from or because of:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts.



## General Policy Conditions

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You must comply with the following conditions to have the full protection of Your Policy. If You do not comply then We may at our option take one or more of the following actions

1. Cancel Your policy
2. Declare Your Policy void (treating Your Policy as if it had never existed)
3. Change the terms of Your Policy
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Conditions may specify circumstances whereby non-compliance will mean that You will not receive payment for a claim. However You will be covered and We will pay Your claim if You are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Fair Presentation of Risk

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You have a duty to make a fair presentation of the risk which You wish to insure. This applies prior to the start of Your Policy, if any variation is required during the Period of Insurance and prior to each renewal. If You do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless We can elect to make Your Policy void and keep the premium. This means treating the Policy as if it had not existed and that we will not return Your premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and We would not have provided cover had You made a fair presentation, then We can elect to make Your Policy void and return Your premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and We would have issued cover on different terms had You made a fair presentation of the risk then We can:
  - a. reduce proportionately any amount paid or payable in respect of a claim under Your Policy using the following formula. We will divide the premium actually charged by the premium which We would have charged had You made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b. treat Your Policy as if it had included the different terms (other than payment of the premium) that We would have imposed had You made a fair presentation.
4. Where We elect to apply one of the above then
  - a. if we elect to make Your Policy void, this will be from the start of the Policy or the date of variation or from the date of renewal.
  - b. We will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the Policy, or the date of variation or from the date of renewal

- c. We will treat the Policy as having different terms imposed from the start of the Policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

## Looking after your car

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

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

You should ensure that:

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

## Claims

You or Your legal personal representative must notify Us as soon as possible after an Accident (by telephone if possible) to provide full details of the circumstances. You can do this by calling us on 0345 8282823 or by contacting Your insurance advisor.

If the damage to Your Vehicle is insured by this Policy then please refer to the paragraph in Section 2 of the Policy **'Repairs to Your Vehicle'**.

If you receive any letter, Claim, writ, summons or process You must send it to Us without delay.

You must inform Us as soon as You know about any intended prosecution, Coroner's Inquest or Fatal Accident Inquiry connected with an Accident.

People, including You, who are claiming under this Policy, must not make any admission, offer, payment or promise without Our written permission.

If We wish, We can take over and manage in Your name or the name of the person claiming, the defence, prosecution or settlement of any Claim for Our own benefit.

We have full discretion over managing proceedings and settling claims.

You or anyone else claiming must give Us all the help and information possible.

## **Cash Payments**

If We decide to settle a Claim for loss or damage to Your vehicle in cash We will pay it to the legal owner of the vehicle.

We have the right, if We agree to settle such a Claim in cash, to keep the damaged vehicle. We will need to delay any payment for a reasonable period to find out how likely it is to get the vehicle back if it is stolen or missing.

## **Other Insurance**

If there is any other Insurance which covers any Claim under this Policy, We will only pay Our share towards the Claim.

## **Arbitration**

If there is any dispute about the amount to be paid under this Policy, the matter will be referred to an arbitrator chosen by You and by Us under the legal rules governing arbitration. This will not happen if the Claim in question is disputed for a reason other than the amount to be paid.

The arbitrator must decide that You are right before You can take legal action against Us.

## **Care of Your Vehicle**

You must take all reasonable steps to keep Your Vehicle from being lost or damaged. You must maintain it in an efficient and roadworthy condition and We must be able to inspect it at any time.

**Cooling-off period**

If you are unhappy with your new policy, you can cancel within 14 days by giving notice in writing and returning the effective certificate of insurance to us. No charge will be made and you will receive a full refund of the premium you paid.

**Cancelling Your Policy in the First Year**

If you cancel at any other time during the first year of insurance we will calculate the premium for the period you were insured based on our short period rates.  
If any claims have been made on the policy during the first year you must pay the full premium and no return of premium will be allowed.

Short Period Rates	
Number of days insured	Percentage of premium charged
15 to 30	15%
31 to 60	25%
61 to 90	35%
91 to 120	45%
121 to 150	55%
151 to 180	60%
181 to 210	70%
211 to 240	75%
241 to 270	85%
271 to 300	90%
Over 300	100%

**Cancelling Your Policy**

We can cancel this Policy by sending you 7 days' notice by Recorded Delivery to Your last known address. We will also send it to the Department of the Environment for Northern Ireland. As long as You return the Certificate of Insurance to Us, We will pay You back the actual premium for the period of Insurance still remaining.

You can cancel the Policy by giving us 7 days' notice and returning the Certificate of Insurance. As long as there have been no claims in the current period of Insurance, We will pay You back an amount, worked out by taking our short period charge for the time the Policy has been in force from the premium You have paid.

## **Additional/Return premiums under £12**

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Please note that

- if a change results in an additional premium of less than £12 then no charge will be made.
- if a change results in a refund of less than £12 then no refund will be given.

## **Fraud**

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You and anyone acting for You must not act in a fraudulent way. If You or anyone acting for You:

1. knowingly make a fraudulent or exaggerated claim under Your Policy;
2. knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or
3. knowingly submit a false or forged claim document in support of a claim (whether or not the claim itself is genuine),

We will:

- a. refuse to pay the claim;
- b. declare the Policy void from the date of the fraudulent act without any refund of premiums;
- c. recover payments already made in respect of a claim.

We may also inform the police of the circumstances.

## **Keep to the policy conditions**

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

- you have made a Fair Presentation of Risk
- you or anyone claiming protection has kept to all its conditions

## **Application of Limits of Indemnity**

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In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

## **Discharge of Liability**

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The Company may at any time pay the Limit of Indemnity or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

## **Sanctions Condition**

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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 to violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

## Endorsements

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### **(5902) Meter, Two-Way Radio, Receipt Machine, Global Positioning Satellite System**

The Company will pay you in the event of loss of or damage to a Meter and/or Two-Way Radio and/or Receipt Machine and/or Global Positioning Satellite System, fitted in your car.

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The maximum amount payable by the Company in respect of any claim under this endorsement shall not exceed the amount specified in the Schedule.

A payment made under this endorsement will not affect your No Claim Discount.

### **(5903) Windscreen Breakage**

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The Company will pay you in the event of a windscreen or window of your vehicle being broken from an accidental or malicious cause not involving other damage to your vehicle except resulting scratching to surrounding bodywork.

The maximum amount payable by the Company in respect of any claim under this endorsement shall not exceed the amount specified in the Schedule.

A payment made under this endorsement will not affect your No Claim Discount.

Cover is restricted to two windscreen claims per Period of Insurance.

### **(5904) No Claims Discount Protection**

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On payment of an additional premium the Company agrees not to disallow the No Claims Discount provided:

- (a) There are not more than two incidents in any 3 year period that may give rise to a claim.
- (b) The driver is not convicted of any offence under any Road Traffic legislation in any jurisdiction as a result of the incident.

We will treat a third incident as a single claim and will reduce your No Claims Discount in line with the table overleaf when you renew your policy on the basis that no motoring conviction has occurred.

**Section 1**

Discount at last Anniversary	A single claim	Two claims	Three claims	Four claims
60%	60%	60%	25%	0%
50%	50%	50%	15%	0%

Although you can protect your No Claims Discount, your premium may increase if:

- you make very large or excessive claims
- you receive motoring convictions, or,
- we decide it is necessary for any other reason

**(5905) Drivers Fatal Accident Cover**

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**Definitions:**

The Insured in this endorsement means any driver including you who is driving your vehicle and whose driving is covered by the certificate of insurance.

In the event of the death of the Insured sustained as a result of an accident while driving your vehicle or while getting into or out of it for the purposes of driving we will pay compensation to the Legal Personal Representatives of the Insured according to the benefit specified in the Schedule.

**Exceptions**

This Insurance does not cover death directly or indirectly resulting from or consequent upon:

- Any accident where the death does not occur within 12 months from the date of accident.
- Suicide or attempted suicide or intentional self injury or the Insured being in a state of insanity.
- The Insured's own criminal act.
- The Insured engaging in or taking part in racing or speed testing.
- The Company will not be liable where death is sustained while the Insured is under the influence of alcohol or drugs.

**Provisos:**

1. In respect of an Insured who has attained their 75th birthday, compensation shall not be payable from the renewal date following that birthday.
2. The Legal Personal Representatives shall observe, fulfil and be subject to the terms, exceptions and conditions of this policy insofar as they can apply.

**(5906) Personal Accident Cover**



~~The Company will pay the relevant benefits as detailed below in the event that you are killed or sustain bodily injury as a result of an accident:~~

1. While travelling in or on, including getting into or out of:
  - a) Any road vehicle (excluding motorcycles, tractors, combines and farm implements but including pedal cycles, whether motor assisted or not) as a passenger or driver.
  - b) Any boat or railway train as a fare paying passenger.
2. In connection with a railway train or road vehicle in which you are involved as a pedestrian.

### Benefits Payable

Section	Benefit 1	Benefit 2	Benefit 3	Benefit 4
A	£6,500	£10,000	£11,500	£12,500
B	£6,500	£10,000	£11,500	£12,500
C (per week)	£45.00	£70.00	£80.00	£90.00
<b>Section A – Death</b>				

Where death is as a direct result of the accident, occurring within twelve calendar months from the date of the accident.

### Section B – Permanent Disablement

Total loss by physical separation at or above the wrist or ankle of at least:

- One hand
- Or one foot
- Or total and irrecoverable loss of all sight in one eye.

Occurring within twelve calendar months from the date of the accident.

### Section C – Temporary Total Disablement

In consequence of which you are immediately following the injury and continuously thereafter entirely incapacitated from attending to any business or following any occupation as a direct result of the accident.

### Exceptions

The Company will not pay benefit:

- For death that is not a direct result of the accident.
- For suicide or attempted suicide or intentional self injury or you being in a state of insanity.
- For your own criminal act.
- For any physical defect or infirmity.
- In the case of women, pregnancy or childbirth.

- If you are engaging in or taking part in racing or speed testing.
- Where death is sustained while you are under the influence of alcohol or drugs.

**Provisos**

- (a) Compensation under Section C shall only be payable if:
- i. Notification of a claim under this section is made to us within 28 days of the date of occurrence, and
  - ii. You immediately attend a duly qualified Medical Practitioner and commence suitable treatment.
- Payment will be made only in respect of the period during which you are undertaking medical treatment. Inability to take part in sports or pastimes will not, of itself, constitute total disablement.
- (b) Compensation will not be paid:
- i. Under more than one of Sections A or B.
  - ii. Under Section C for any disablement for which compensation is payable under Sections A or B. If a claim arises under Section A or B this endorsement will cease to operate from the date of the accident.
  - iii. Under Section C, until the total amount payable is agreed, and not for more than 156 weeks in respect of any one accident.
- (c) If you make a claim under Section C, and subsequently make a claim under Section A or B in respect of the same injury, the maximum amount payable under this endorsement will be that payable in respect of Section C.

**Conditions**

1. You must give the Company immediate notice of any accident which causes disablement that is within the meaning of this endorsement, and you must place yourself in the care of a duly qualified Medical Practitioner and commence suitable treatment.
  2. The Company must be given immediate notice of death resulting or alleged to result from an accident within the meaning of this endorsement.
  3. The Company will not pay any compensation unless our Medical Adviser(s) are allowed as often as they require to medically examine you.
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## Telling Us About Changes

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### Changing Your Vehicle

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If You want the Policy Cover to continue after changing Your Vehicle You must give Us full details of Your new vehicle before getting the vehicle.

**(You will need to get a Cover Note.)**

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### Temporary Vehicles

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If you need cover for any vehicle for a temporary period, You must tell Us beforehand and get a Cover Note.

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### Other Changes

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You must tell Us immediately about any other changes You want to make, and where necessary, You should get a Cover Note.

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### Keeping to Conditions

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We will not provide Insurance under this Policy unless You have:

- kept to all the terms and endorsements in the Policy;

and

- completed the Statement of Fact truthfully and fully.

## Caring for you

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There may be times when you feel you do not receive the service you expect from us. This is our complaints process to help you.

- In the first instance, please contact your local AXA branch or Broker (if any).
- For a complaint about your claim, contact our claims action line on 0345 828 2823
- If we cannot sort out your complaint, you can contact our Customer Care Department on 0800 0391970 or:

- email: [axacustomer care@axa.ie](mailto:axacustomer care@axa.ie) or:

- write to AXA Insurance, Customer Care Department, Freepost BEL 2531, Belfast, BT1 1BR.

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

The Financial Ombudsman Service,

Exchange Tower, London, E14 9SR

Financial Ombudsman Service - Customer helpline

Monday to Friday – 8am to 8pm

Saturday – 9am to 1pm

- 0800 023 4 567 – Calls to this number are now free on Mobile Phones and Landlines.
- 0300 123 9 123 – Calls to this number cost no more than calls to an 01 and 02 number.

These numbers may not be available from outside the UK so please call from abroad on +44 20 7964 0500. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **Our promise to you**

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

### **Financial Services Compensation Scheme (FSCS)**

AXA Insurance dac is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation 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](http://www.fscs.org.uk)).

## Data Protection Notice

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

### Use of Information

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

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

2. When considering a proposal or administering your insurance contract(s), handling claims, or making decisions regarding deferred payment arrangements, including whether to continue or to extend an existing deferred payment arrangement, AXA may carry out searches (for the purpose of verifying your identity and driving experience) and/or a credit search with one or more licenced credit reference agencies. AXA may use credit scoring and other automated decision making systems. These searches include checks from the Electoral Register, County and High Court judgements that impact your credit score in the previous 24 months. As part of the credit scoring applications we receive information from CIFAS which is a UK database on fraud. AXA may also conduct searches on status of the vehicles tax, ownership history, MOT and previous claims.

### Rights of Customers

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

## Sharing of Information

4. We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law.

We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims.

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

## Other Products and Services

5. In the future we, AXA, would like to use your personal data for the purpose of offering you other products and services, including those available from companies in the AXA Ireland Group and carefully selected third parties, which AXA thinks may be of interest to you. In this connection, and occasionally for market research and statistical purposes, the services of a reputable external agency may be used.

If you decide to proceed with this proposal or have any other communication with AXA through or in relation to its products and services you accept the use by AXA of your personal data as indicated.

## UK EU Exit Arrangements

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In order to protect our customers from uncertainty resulting from Brexit we are making plans to leverage the wider capabilities of the global AXA group. We have therefore added a new term to your **policy** to allow us to automatically transfer the underwriting of your **policy** from AXA Insurance dac (an Irish insurer) to **AXA Insurance UK Plc** (another insurer owned by the AXA Group and licensed to carry on insurance business in the UK). This transfer would only operate should, following Brexit, it not be possible for us as an Irish insurer to continue to cover or enter into insurance policies with residents or companies based in the UK.

### What does this mean to you?

This potential change will have no impact on either the service or benefits provided under your policy, please continue to contact AXA Insurance dac. The same teams will continue to look after any queries, amendments payments or claims that you may have.

### Transfer of your policy when the UK leaves the EU

Your **policy** is underwritten by AXA Insurance dac, an Irish based insurer. This means that if your **principal country of residence** is within the UK it may not be possible for us to continue legally to meet our obligations under your **policy** when the United Kingdom leaves the EU without a provision in our agreement with you to allow us to automatically transfer the underwriting to **AXA Insurance UK Plc**.

By entering into this **policy** you agree that, if we believe that it may not be possible for AXA Insurance dac to legally meet its obligations under your **policy**, we may write to you to let you know that we plan to transfer all of AXA Insurance dac's rights and obligations under this **policy** to **AXA Insurance UK Plc**. This transfer will take place at 10.59 p.m. on 28 March 2019 or an earlier date which we will specify (the **transfer date**).

If we write to you to give you reasonable notice of the transfer described above, we will:

- explain the process and any changes to your **policy**
- give you an option to cancel your **policy** instead, explaining the process for cancellation (including what you need to do to choose to exercise the cancellation option as well as the terms governing the amount that we will refund you).

If we use this transfer right (and you do not choose to cancel your **policy** instead), then, on the **transfer date**, AXA Insurance dac will be replaced by **AXA Insurance UK Plc** as the underwriter of this **policy**. From the **transfer date**:

- **AXA Insurance UK Plc** will do everything that AXA Insurance dac has agreed to do under this **policy** (except anything that AXA Insurance dac has already done by the **transfer date** and except for any changes that may be required by law or regulation) as if **AXA Insurance UK Plc** was named in this **policy** as the original underwriter
- **AXA Insurance UK Plc** will have all the rights that AXA Insurance dac had under this **policy** as if **AXA Insurance UK Plc** was named in this **policy** as the original underwriter, including rights to receive payment of any outstanding or regular premiums due and/or payment of “excess” amounts in relation to claims
- AXA Insurance dac will have no further obligations toward you (including in relation to things that AXA Insurance dac had agreed to do before the **transfer date**) and will not have any rights at all against you or any other interest in this **policy**
- all authorisations and instructions for the payment of premiums and/or excess to AXA Insurance dac will take effect as providing for authorisation and instruction for the payment of premiums and/or excess to **AXA Insurance UK Plc**
- use of ‘we’, ‘us’ or ‘our’ in this **policy** will mean **AXA Insurance UK Plc** and when ‘AXA Insurance dac’ is used this will mean **AXA Insurance UK Plc**
- your **policy** renewal date will remain the same.

This section ‘Transfer of your **policy** when the United Kingdom leaves the European Union’ will take precedence over any other part of this **policy** that is inconsistent with it.











## We're here to help.

If you have questions,  
please contact your **Brokerr**

For help with claims, ring us on  
**0345 8282823.**

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. AXA Insurance is regulated by the Central Bank of Ireland reference no. C713. We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer service. For business in Northern Ireland, AXA Insurance dac is authorised and regulated by the Central Bank of Ireland, deemed authorised by the Prudential Regulation Authority and 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.