



CONWY/PREMIER 35

Your Motor Insurance Policy Terms and Conditions
November 2004 Edition



Be Life Confident

WELCOME TO AXA



Welcome to the expertise and quality of the AXA Group

Respect – With over 100 years' experience, AXA is a world leader in financial protection and wealth management.

Financial protection – AXA Group worldwide manages funds worth over €742 billion (as at 30 December 2002), on behalf of 50 million customers worldwide.

Global stability – We operate in 60 countries spanning Europe, North and South America, Africa, the Middle East, the Far East and Australasia.

Comprehensive services – In the UK, AXA provides advice and guidance to our individual and corporate customers on a wide range of financial products and services, including: **AXA Life** (investments, life assurance, retirement planning, long term care), **AXA Investment Managers** (asset management), **AXA PPP healthcare** (medical insurance, dental and hospital care) and **AXA Insurance** (insurance for home, motor, travel and pet).

Customer focus – At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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Your Policy

This Policy is a contract between You and Us

*This Policy describes the insurance cover provided during the period of insurance **You** have paid for, or have agreed to pay for and for which **We** have accepted the premium.*

The contract between **You** and **Us** will include information provided by **You**, this Policy, the **Schedule** and any endorsements shown in the **Schedule**.

For the contract to be valid, all the information **You** have given **Us** must be true and complete.

The insurance cover applies anywhere in the **UK** except when **We** state otherwise in this Policy – see Part C of this Policy. **Your Car** is also covered when it is being transported within the **UK** and between any **UK** ports.

Important

Please read the Policy, the **Certificate of Insurance** and the **Schedule** as one document to ensure that it meets with **Your** requirements.

Your attention is drawn to the Complaints Procedure on page 10.

The Law Applicable to This Policy

You are free to choose the law applicable to this Policy. **Your** Policy will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

Important Telephone Numbers

Claims	0870 9035 999	In the event of You needing to make a claim, call this number. We will take all the details and if appropriate, give You the telephone number and location of Your nearest approved repairer and inform You of any further action You may need to take. We are committed to dealing with each claim quickly and effectively.
Legal & Domestic Helpline	0870 523 4900	Our Legal Helpline is available to give advice on any private legal matter. The service is completely confidential and any advice provided can be confirmed in writing.

In order to maintain a quality service, telephone calls may be monitored or recorded.

Policy Summary

keyfacts

This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

Type of Insurance and Cover

Motor insurance for private cars.

This insurance provides cover for third party only, third party fire and theft or comprehensive.

Please refer to your policy schedule for your selected cover and to the choice of policy section of your policy if you have third party only or third party, fire and theft.

Conditions

- You must do all you can to protect your car and keep it in a roadworthy condition.
- When leaving your car, personal belongings must be locked in the glove box or boot (Please see exclusions under part E with regards to open top or convertible cars), you must also remove if possible your audio equipment and activate any security features.

failure to comply with these may jeopardise your claim or cover.

Features and Benefits

Part A - Loss and Damage

- Replacement or repair of your car or spare parts if your car, accessories or spare parts are lost, stolen or damaged.
- New car replacement within the first 12 months of your purchase from new if the car is a total loss or stolen and not recovered.
- Replacement of broken windscreens or glass and repairs to bodywork caused by them breaking without loss of no claim discount.
- Fitted audio and visual equipment covered up to £500.
- Medical expenses cover up to £250 for you, your driver or any passengers following an accident in your car.

Part B – Liability to Others

- Your legal responsibility for:
 - a) Death or injury to other persons, unlimited amount.
 - b) Damage to other persons property up to £20,000,000.
- Legal fees and expenses if we provide our written permission.
- Emergency medical treatment.

Part C – Foreign Use

- 93 days cover in any one year for travelling abroad, you must give us notification of your trip.

Part D – Injury Benefits

Cover is subject to age restrictions, please see the policy wording for details.

- As a result of an accident involving your car:
 - a) Death - £7,500 for you and any passengers
 - b) Loss of sight or limbs - £5,000 for you and your family members normally living with you.

Part E – Personal Belongings

- Up to £100 for loss or damage to personal belongings carried in your car following an accident, fire, lightning, explosion, theft or attempted theft.

Car Sharing

- Cover when receiving payments towards the running costs for carrying passengers for social purposes.

Car Service Cover

- Cover whilst your car is in the custody or control of a motor garage for maintenance, repair, testing or servicing or at a hotel or restaurant where your car has been parked for you.

Significant or unusual Exclusions or Limitations

- The standard excesses and any additional amount you have agreed to pay will be shown within your policy wording or on the policy schedule.

General Exceptions:

- Being airside on any airport or airfield premises.
- Earthquake, riot or civil commotion outside of England, Scotland, Wales, the Isle of Man or the Channel Islands, radioactive contamination, war risks, terrorism, pollution and contamination.

Exclusions Under Part A – Loss and Damage:

- Loss of value after a repair, damage to tyres from braking, punctures and cuts, loss of your car by deception, return to legal owner, loss if left unlocked or with the keys in the car and the cost of any hired alternative transport.
- Where your car is not to United Kingdom specifications and any part or accessory becomes unobtainable or out of stock in the United Kingdom increased repair or replacement costs or storage costs of your car.

POLICY SUMMARY Conwy Premier 35 Policy

Exclusions Under Part B –

Liability to Others:

- Anyone driving your car that is disqualified from driving or has never held a driving licence.

Exclusions Under Part C –

Foreign Use:

- Any legal action taken against you outside the United Kingdom, unless it is a result of using your car in a country for which we have agreed to extend this insurance cover.

Exclusions Under Part E –

Personal Belongings:

- Theft of personal belongings if carried in an open top or convertible car, unless contained in the locked boot.

Duration

This is an annually renewable policy.

Cancellation period

You are free to cancel this policy at anytime.

Any terms applying to refunds of premium are detailed within the policy wording.

Claim Notification

To make a claim, contact our claims advisers on 0870 9035 999.

Making Yourself Heard

Any complaint you may have should in the first instance be addressed to your insurance adviser, then claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to The Customer Care Department of AXA Insurance.

If the complaint is still not resolved, you can approach The Financial Ombudsman Service (FOS). Referral to the FOS will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at www.FSCS.org.uk

Making Yourself Heard

*If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.*

***We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.*

WHO TO CONTACT

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **You** are talking to the right person, and;
- that **You** are giving them the right information.

WHEN YOU CONTACT US

- Please give **Us** **Your** name and a contact telephone number
- Please quote **Your** Policy and/or claim number, and the type of Policy **You** hold
- Please explain clearly and concisely the reason for **Your** complaint

So **We** begin by establishing **Your** first point of contact.

STEP ONE - INITIATING YOUR COMPLAINT

Does **Your** complaint relate to:

A: Your Policy?

B: a claim on Your Policy?

If **A, You** need to contact the agent or AXA office who sold **You Your** Policy. Call the number on **Your** Policy document and state **Your** complaint.

If **B, You** need to contact whoever is currently dealing with **Your** claim and state **Your** complaint.

In either case, if **You** wish to provide written details, the following checklist has been prepared for **You** to use when drafting **Your** letter.

- Head **Your** letter 'COMPLAINT'
- Give **Your** full name, post code and contact telephone number(s)
- Quote the type of Policy and **Your** Policy and/or claim number
- Advise the name of **Your** insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for **Your** complaint

The letter should be sent to the person dealing with **Your** complaint along with any other material required.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further:

STEP TWO - IF YOU ARE STILL UNHAPPY

Should the response **You** receive be unsatisfactory please contact **Us** using the relevant details below.

Does **Your** complaint relate to:

A: **Your** Policy

B: a claim on **Your** Policy?

If A, please contact:

AXA Insurance UK plc
PO Box 147
Civic Drive
Ipswich
IP1 2AN

Tel: 0845 3000 886
Fax: 0845 3000 887

If B, please contact the relevant Claims Office, details of which **You** will have received following notifying **Us** of **Your** claim.

In either circumstance please ask to speak with a Team Leader. Where a Team Leader cannot assist **We** will ensure **You** are put into contact with a Manager who will seek to resolve **Your** complaint.

STEP THREE - CONTACTING AXA HEAD OFFICE

If **Your** complaint is one of the few that cannot be resolved by this stage, contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
 AXA Insurance
 Civic Drive
 Ipswich
 IP1 2AN

Tel: 01473 205926
 Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

MAKING YOURSELF HEARD Conwy Premier 35 Policy

STEP FOUR - BEYOND AXA

If **We** have given **You** **Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

Fax: 020 7964 1001

Referral to the FOS will not affect **Your** right to take legal action against **Us**.

OUR PROMISE TO YOU

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continuously improve **Our** service

*To help **Us** improve **Our** service, **We** may record or monitor telephone calls.*

Definitions

Where **We** explain what a word means that word will have the same meaning wherever it is used in the Policy or **Schedule**.

These words are highlighted by the use of **bold print** and start with a capital letter.

Certificate of Insurance

Evidence of **Your** motor insurance.

Excess

The amount **You** are required to pay as the first part of each and every claim made.

Market Value

The cost of replacing **Your Car** in the **UK** with one of the same make, model, specification, mileage, age and condition.

Personal Belongings

Clothes and items of a personal nature belonging to **You** and **Your** passengers.

Schedule

The attached **Schedule** which forms part of this Policy. Please read the **Schedule** carefully. It defines the cover **You** have under this Policy.

UK

England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands.

We/Us/Our

AXA Insurance UK plc.

You/Your

The Policyholder named in the **Schedule**.

Your Car/Your Cars

Any motor vehicle for which **We** have issued a **Certificate of Insurance** or a temporary cover note.

CHOICE OF POLICY **Conwy Premier 35 Policy**

Choice of Policy

Premier 35

Comprehensive Only

All Parts/Sections on the Policy apply except where amended by endorsement.

Conwy

Comprehensive

All Parts/Sections of the Policy apply except where amended by endorsement.

Third Party Fire and Theft

All Parts/Sections of the Policy apply except:

- Loss and Damage under Part A is only covered where loss or damage to **Your Car** is caused by fire, lightning, explosion, theft or attempted theft
- **You** are not covered under sections 2 and 4 of Part A
- **You** are not covered under Parts D and E and other parts amended by endorsement.

Third Party Only

You are not covered under Parts A, D and E and other parts amended by endorsement.

Part A: Loss and Damage

1. Loss of or damage to Your Car, or spare parts

If **Your Car**, accessories or spare parts are lost, stolen or damaged, **We** will:

- repair the damage
- replace what is lost or damaged and is too expensive to repair; or
- pay **You** the cost of the loss or damage.

We can choose which of these actions **We** will take for any claim **We** agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

Following damage to **Your Car**, **We** reserve the right to move the salvage to a place of safe and free storage pending settlement of any claim.

If **We** settle a claim as a Total Loss, **We** reserve the right to own the salvage.

If **You** cannot use **Your Car** because of loss or damage that is insured under this Policy, **We** will also pay the reasonable cost of protecting **Your Car** and taking it to **Our** nearest approved repairer. After the repair, **We** will pay the reasonable cost of delivering the **Car** to **Your** address in the **UK**.

Where **Your Car** is not recovered following a theft or is beyond economical repair **We** will pay **You** the **Market Value** of **Your Car**, including accessories and spare parts at the time they are lost, stolen or damaged.

Accessories and spare parts of **Your Car**, which are in **Your** private garage at the time of the loss or damage, will also be covered.

If **We** are told that **Your Car** belongs to someone else or if **You** are buying **Your Car** under a hire purchase or leasing agreement, **We** will normally make the payment for the total loss of **Your Car** to the legal owner.

New Car replacement

If during the period of one year after the date of purchase and first registration by **You** of **Your Car** as new it 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;

then **We** will replace **Your Car** with a new one of the same make, model and specification. This is provided:

- one is available
- **You** and anyone else **We** know who has an interest in **Your Car** agree.

If a replacement Car of the same make, model and specification is not available, the most **We** will pay is the **Market Value** of **Your Car** and its fitted accessories and spare parts at the time of the loss or damage.

PART A Conwy Premier 35 Policy

Inexperienced Drivers

Age of Driver	Experience	Excess
25 years and over	Inexperienced	£100
21 years to 24 years inc.	Experienced	£150
21 years to 24 years inc.	Inexperienced	£200
17 years to 20 years inc.	All Drivers	£500

An inexperienced driver is someone who holds a provisional driving licence, or has held a full driving licence for less than 12 months.

If **Your Car** or any of its accessories or spare parts are damaged while **Your Car** is being driven by, or in the charge of a person who is young or inexperienced, **You** will have to pay this additional amount, on top of any other **Excess** shown in **Your Schedule**, towards any claim.

This amount is in addition to any other **Excess** **You** have agreed to pay for the first part of any own damage claim as stated in the **Schedule**.

If **We** pay the inexperienced driver **Excess**, **You** will have to repay that amount to **Us** as soon as possible. **You** will not have to pay the inexperienced driver **Excess** shown in **Your Policy Schedule** if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

2. Windscreen Damage

We will pay for a broken or damaged windscreen or windows in **Your Car** and scratching of the bodywork caused by them breaking.

You will have to pay the amount shown in **Your Policy Schedule** or under Endorsement 29, if applied, for a claim for a broken windscreen or windows. This amount will not be payable by **You** if the glass is repaired and not replaced.

If this is the only damage **You** claim for, **Your** no claim discount will not be affected.

3. Audio and Visual Equipment

We will pay up to £500 for loss or damage to **Your Car's** fitted in navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment.

4. Medical Expenses

If **You**, **Your** driver or any of **Your** passengers are injured in an accident involving **Your Car**, **We** will pay medical expenses of up to £250 for each injured person.

Exclusions to Part A

You are not covered for the following:

- Loss of Use or any other consequential loss, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages
- Loss of value after a repair
- The cost of any repair or replacement which improves **Your Car** beyond the condition it was in before the loss or damage occurred
- Loss of or damage to **Your Car** arising from or in consequence of water freezing in the cooling circulation system of **Your Car**
- Damage to tyres from braking, punctures, cuts or bursts unless in an accident
- Loss, destruction or damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds
- Loss of **Your Car** by deception of someone who claims to be a buyer or agent
- Loss or damage to **Your Car's** management system or other computer or electronically controlled equipment caused by failure to recognise any date as the true calendar date

- The cost of any hired alternative transport
- Loss from taking **Your Car** and returning to its legal owner
- Loss or damage to **Your Car** by theft or attempted theft if **You** or anyone else has left it unlocked or with keys or keyless entry system in it, or on it.
- Any **Excess** that applies to this insurance

Where **Your Car** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit or accessory of **Your Car** becomes unobtainable or obsolete in pattern and therefore out of stock in the **UK**, **You are not covered for the following:**

- Increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time for delivery
- Storage costs awaiting commencement of the repair to **Your Car**.

Part B: Liability to Others

1. Cover provided for You

This Policy covers **You** for the amounts shown below:

- i. Death of or injury to any person UNLIMITED
- ii. Damage to any other person's Property £20,000,000

which **You** become legally responsible for paying due to the death of or injury to any person and damage to any person's property as a result of an accident involving **Your Car**, or caused by a trailer, caravan or other vehicle that is attached to **Your Car**.

The same cover will apply if **You** are driving any other car which **Your Certificate of Insurance** allows **You** to drive.

2. Cover provided for other people

If **You** ask **Us** to, **We** will give the following people the same Liability to Others insurance cover **We** give **You**:

- Anyone **You** allow to drive **Your Car** and who is allowed to drive it under the **Certificate of Insurance**
- Any person using (but not driving) **Your Car** with **Your** permission for social, domestic and pleasure purposes
- Any person travelling in or getting into or out of **Your Car**

- **Your** employer or business partner, as long as **Your Car** is not owned by or hired to either **Your** employer or business partner and **Your Car** is being used for a purpose that is allowed under **Your Certificate of Insurance**.

3. Your legally-appointed representatives

After the death of anyone insured under this Policy, **We** will protect that person's estate against any liability the deceased person had if that liability is insured under this Policy.

4. Legal fees and expenses

If **We** give **You** our written permission, **We** will pay for solicitors fees to:

- represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry; or
- defend anyone insured under this Policy in a court of summary jurisdiction;

for any accident which might give rise to a claim under Part B of this Policy.

Proceedings for manslaughter or causing death by reckless driving

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

- **You** must ask **Us** to provide it
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this Policy
- The accident which caused the death or deaths must have happened in the **UK**.

5. Emergency medical treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment **We** make, it will not affect **Your** no claim discount.

Exclusions to Part B

You are not covered for the following:

- Anyone driving **Your Car** who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one
- Anyone who is insured under any other Policy
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this Policy and who is driving **Your Car**.

Part C: Foreign Use

Your Policy covers **You** abroad for up to 93 days in any one Policy year for the cover shown in **Your Schedule**.

Although it is not necessary to have an International Motor Insurance Certificate (Green Card) when travelling to the following countries, **You** must notify **Us** prior to **Your** departure and in the absence of a Green Card carry **Your Certificate of Insurance**:

Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Hungary, Greece, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland.

When travelling to any other country please notify **Us** at least 3 weeks before **You** leave as **You** may require a Green Card, which will be supplied free of charge.

When contacting **Us** regarding travelling abroad please supply the following information:

1. **Your** Policy number
2. The period for which cover is required i.e. the date **You** leave and the date **You** arrive back in the **UK**
3. The registration number and make and model of **Your Car**
4. Trailer or caravan details – Serial No./Description/Identity – (if applicable)
5. Countries to be visited.

Exclusions to Part C

You are not covered for any legal action taken against **You** outside the **UK**, unless it is a result of using **Your Car** in a country for which **We** have agreed to extend this insurance cover.

Part D - Injury Benefits

If:

- **You** or **Your** spouse are injured solely as a result of an accident involving **Your Car**; or while travelling in or getting into or out of **Your Car**; or
- any other person is injured while travelling in or getting into or out of **Your Car**;

We will pay **You** or **Your** legal representatives or if **You** ask **Us** to, the person injured or their legal representative the compensation specified below:

Provided that death or loss occurs within three calendar months and solely and directly as a result of the accident.

Exclusions to Part D

You are not covered for the following:

- under more than one motor Policy **You**, **Your** spouse or any other person may hold with **Us**;
- any person who, at the time of the injury, has not attained their sixteenth birthday or who has attained their seventy fifth birthday;
- in respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury;
- in respect of any death or injury to **You** or **Your** spouse or any other person as a result of an accident that does not involve **Your Car**, or while travelling in or getting out of any car other than **Your Car**.

	You and members of Your Family normally living with You (subject to age exclusions above)	Other Passengers (subject to age exclusions above)
Death	£7,500	£7,500
Total and irrecoverable loss of sight in one or both eyes	£5,000	nil
Total and irrecoverable loss of one or more limbs	£5,000	nil

Part E - Personal Belongings

We will pay up to a maximum of £100 for **Personal Belongings** carried in or on **Your Car** if lost or damaged by:

- accident to **Your Car**;
- fire, lightning, explosion;
- theft or attempted theft.

Exclusions to Part E

You are not covered for the following:

- money, stamps, tickets, documents or securities;
- tools, equipment, goods or samples carried in connection with any trade or business;
- property insured by another policy;
- theft of **Personal Belongings** if carried in an open-top or convertible car, unless contained in the locked boot.

No Claim Discount

As long as **You** have not made a claim during the current insurance year, **We** will include a discount in **Your** renewal premium. **We** will give **You** this discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee **Your** premium will not rise.

If **You** make one claim during the insurance year, the no claim discount **You** earn will be reduced as follows:

No Claim Discount You earn	Discount reduced to
1 year	Nil years
2 years	Nil years
3 years	1 year
4 years	2 years
5 or more years	4 years

If **You** made 2 or more claims in the previous insurance year, **You** will not get a no claim discount.

Your no claim discount cannot be transferred to anyone else.

Your no claim discount will not be affected by payments for emergency treatment which the Road Traffic Act says **We** must pay or payments made under Part A (2) for windscreen replacement/repair.

PROTECTED NO CLAIM DISCOUNT Conwy Premier 35 Policy

Protected No Claim Discount

Once **You** have a 5 years no claim discount and **You** have not made a claim for at least 3 years, **You** can protect the discount if **You** pay an extra premium at each renewal. This protection will apply unless **You** make more than 2 claims in 3 continuous periods of cover. Then protection will end and **Your** no claim discount will be reduced to nil at **Your** next renewal.

Although **You** can protect **Your** no claim discount, **Your** premium may increase if **You** make claims or **You** receive motoring convictions or as required by **Us** for any other reason.

Your protected no claim discount will not be affected by payments for emergency treatment which the Road Traffic Act says **We** must pay or payments made under Part A (2) for windscreen replacement/repair.

Car Sharing

Your Policy also covers **Your Car** when **You** are being paid for carrying passengers for social or similar purposes as long as:

- **Your Car** cannot carry more than 8 people;
- **You** are not carrying the passengers as part of a business of carrying passengers; and
- the total payment **You** receive for the journey does not provide a profit for **You**.

Car Service Cover

Car Servicing and Car Parking

Subject to the terms and conditions of this Policy other than limitations to use and driving **We** will provide an indemnity to **You** whilst **Your Car** is in the custody or control of:

- A motor garage or other similar business, which **You** do not own, which has **Your Car** for the purpose of:
 - maintenance;
 - repair;
 - testing; or
 - servicing
- A hotel, restaurant or similar business, which **You** do not own, where **Your Car** has been parked for **You**.

General Exceptions

1. This Policy does not apply when **Your Car**:
 - is being used for purposes that are not specified in **Your Certificate of Insurance**;
 - is being driven by or in the charge of any person who is not covered by **Your Certificate of Insurance**;
 - is being driven with **Your** permission by any person who **You** know has not got a driving licence or who **You** know to be disqualified from driving or getting a licence;
 - is being driven by, or in the charge of a person who holds a provisional driving licence and does not meet the conditions of that licence;
 - is towing a caravan, trailer, or other vehicle for a payment; or
 - is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons and so on).
2. This Policy does not cover anyone who does not meet the Policy terms and conditions.

GENERAL EXCEPTIONS Conwy Premier 35 Policy

3. This Policy does not cover any liability which **You** have as a result of an agreement or contract, unless **You** would have had that liability anyway.
4. This Policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from the following:
 - 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 explosive nuclear assembly or part of it.
5. This Policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this Policy covers **You** so far as is necessary to meet with any law on Compulsory Insurance.
6. This Policy does not provide cover except under Part B (Liability to Others) for any accident, injury, loss or damage caused by:
 - a) earthquake;
 - b) riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
7. This Policy does not provide cover for any loss of or damage to property or any consequential loss or legal liability directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism. However this Policy covers **You** so far as is necessary to meet any law on Compulsory Insurance.

For the purposes of this exception terrorism means an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political religious or similar purposes.

General Conditions

*You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **We** may at **Our** option cancel the Policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.*

1. **You** may cancel this Policy at any time. **You** must tell **Us** by writing to

AXA Insurance
Intermediary Services Unit
P O Box 147
Civic Drive
Ipswich
IP1 2AN

You must return to **Us** **Your Certificate of Insurance**. On receipt of **Your Certificate of Insurance** if there has been no claim or incident likely to give rise to a claim during the current Period of Insurance **We** will calculate a refund due to **You** on the following basis.

- If **You** cancel within the first 14 days from receipt of the policy documents **We** will calculate the proportionate premium for the period **You** have been insured and refund any balance.
- If **You** cancel after the first 14 days from receipt of the policy documents and within the first year of insurance a refund of premium will be made on the basis shown on **Your Policy Schedule**

- Where continuous cover has operated for more than 12 months **We** will calculate the proportionate premium for the period **You** have been insured and refund any balance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no premium refund will be given.

If the premium is paid under a monthly instalment scheme and a claim has been settled **You** must continue with the instalment payments. Alternatively **We** will deduct outstanding instalments from any claim payment that may be due to **You**.

No refund of premium will be made under a monthly instalment scheme.

We reserve the right to cancel this Policy immediately in the event of non-payment of the premium or default by **You** under a monthly instalment scheme. No refund will be made to **You** of any instalment paid. **You** must then send **Us** the **Certificate of Insurance**.

GENERAL CONDITIONS **Conwy Premier 35 Policy**

We, or **Our** authorised agent, may cancel this Policy by giving **You** 7 days notice in writing, which **We** send by recorded delivery. **We** will send any notice to **Your** last known address (and, in the case of Northern Ireland, to the Department of Environment for Northern Ireland). **You** must then send **Us** the Policy and **Certificate of Insurance**

On receipt of **Your Certificate of Insurance** if there has been no claim or incident likely to give rise to a claim during the current Period of Insurance **We** will refund part of the premium on the basis shown above.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no premium refund will be given.

2. **You** must do all **You** can to 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.

- Close all windows, including sunroof when **You** leave **Your Car**
- Ensure use of any anti-theft device fitted when **Your Car** is left unattended

- If when leaving the car **You** cannot take **Personal Belongings** with **You**, lock them in **Your** boot or glove compartment. Do not leave them in open view in **Your Car**. Mobile phones and handbags are popular targets for car thieves
- When leaving **Your Car** unattended **You** must remove if physically possible **Your** radio and other audio equipment or activate any security features they may have.
- Maintain **Your Car** in efficient condition and ensure **You** have a valid MOT Certificate where appropriate
- Tyres must be kept within the legal requirements at all times.

You must let **Us** examine **Your Car** at any reasonable time if **We** ask to do this.

3. **We** will only provide the insurance described in this Policy if:

- The information **You** gave on **Your** proposal form and declaration is correct and complete; and
- Anyone claiming protection has met all its terms and conditions.

Conwy Premier 35 Policy **GENERAL CONDITIONS**

4. If **We** have agreed to accept payment of any premium by instalments and **You** break that agreement, **We** will be entitled to cancel this Policy under Condition 1.

Claims Conditions

*You must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **We** may at **Our** option cancel the Policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.*

1. In the event of an accident **You** must immediately do whatever **You** can to protect the car and its accessories. **You** or **Your** legal representative must give **Us** full detail via the Claims Help Line (0870 9035 999) as soon as possible after any event which could lead to a claim under this Policy. There may be circumstances where **We** require additional detail in writing. **You** must also immediately send **Us** any letters and documents **You** receive in connection with the event before **You** reply to them.

If **You** know of any future prosecution, Coroner's Inquest or Fatal Accident Inquiry about any event, **You** must tell **Us** immediately in writing.

2. **You**, and anyone insured by this Policy, must not admit anything, or make any offer or promise about a claim, unless **You** have **Our** written permission.

We may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this Policy. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this Policy. Anyone making a claim under this Policy must give **Us** any information and help **We** need.

3. If **You** make a claim for any liability, loss or damage that is also covered by any other insurance Policy, **We** will only pay **Our** share of the claim.
4. If **We** accept a claim under Part A of this Policy, but **We** cannot agree the amount **We** will pay **You**, **We** will pass the matter to a legally appointed independent arbitrator. The arbitrator must have made a decision before **You** can take legal action against **Us**.
5. If, under the law of any country in which **You** are covered by this Policy, **We** have to pay a claim which **We** would not normally have paid, **We** may recover the payment from **You** or from the person responsible.

6. **You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- Make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance,

then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the Policy
- **We** may at **Our** option declare the Policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the Policy since the last renewal date
- **We** shall not make any return of premium
- **We** may inform the police of the circumstances.

Claims

To make a claim call
0870 9035 999

ENDORSEMENTS *Conwy Premier 35 Policy*

Endorsements

Your insurance under this Policy may be extended or restricted by endorsements. Endorsements only apply if their numbers appear in the **Schedule**.

All the terms, conditions and exceptions of the Policy continue to apply along with the endorsements.

Endorsement 7 – Deletion of No Claim Discount

The **No Claim Discount** Section of this Policy does not apply.

Endorsement 8 – Exclusion of Injury Benefits, Personal Belongings and Reduction in limit for Audio Equipment

You are not covered under Parts D and E of this Policy. The maximum amount payable under Part A (3) is amended to £250.

Endorsement 9 – Exclusion of Personal Belongings

You are not covered under Part E of this Policy.

Endorsement 11 – Exclusion of Injury Benefits

You are not covered under Part D of this Policy.

Endorsement 12 – Own Loss or Damage (Voluntary)

You will pay the amount shown next to this endorsement number in the **Schedule** towards each claim for loss or damage to **Your Car**.

This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft; or
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This endorsement applies on top of any other amount which **You** may have to pay towards each claim.

If **We** pay the whole amount of the claim at first, **You** must immediately pay **Us** the amount **You** have to pay under this endorsement.

Endorsement 13 – Own Loss or Damage (Compulsory)

You will pay the amount shown next to this endorsement number in the **Schedule** towards each claim for loss or damage to **Your Car**.

This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft; or
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This endorsement applies on top of any other amount which **You** may have to pay towards each claim.

If **We** pay the whole amount of the claim at first, **You** must immediately pay **Us** the amount **You** have to pay under this endorsement.

Endorsement 15 – Company Deletions

You are not covered under Parts D and E of this Policy.

Endorsement 16 – Fire and Theft Excess (Compulsory)

You will pay the amount shown next to this endorsement number in the **Schedule** towards each claim for loss or damage to **Your Car** caused by fire, lightning, explosion, theft or attempted theft.

If **We** pay the whole amount of the claim at first, **You** must immediately pay **Us** the amount **You** have to pay under this endorsement.

Endorsement 27 – Exclusion of Drivers Under 25

This Policy does not apply when **Your Car** is being driven by or in the charge of any person under 25 years of age.

Endorsement 28 – Authorised Drivers Under 25

This Policy does not apply when **Your Car** is being driven by or in the charge of any person under 25 years of age.

This endorsement will not apply to any person whose name is shown next to this endorsement number in the **Schedule**.

Endorsement 29 – Windscreen Breakage

You will pay the amount shown next to this endorsement number in the **Schedule** towards each claim made under Part A (2).

Endorsement 30 – Protected No Claim Discount

If **You** pay an extra premium, **Your** no claim discount is protected as long as **You** do not make more than two claims in 3 continuous periods of cover.

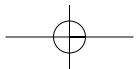
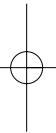
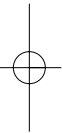
If **You** make 3 or more claims during that period, **You** will lose **Your** no claim discount.

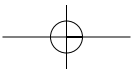
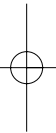
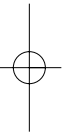
If **We** agree to transfer someone's interest under this Policy, this endorsement will be cancelled unless the person the Policy is transferred to can meet **Our** conditions for having a protected no claim discount.

Endorsement 39 – Car Security

You are not covered under Part A of this Policy for any loss or damage caused by theft and attempted theft unless:

- **Your Car** is fitted with a security device conforming to Thatcham Category 1 or 2 standards; or
- The security device is operational at the time of any loss or damage to **Your Car**.





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