

**PRESTIGE**  
UNDERWRITING

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**MOTOR INSURANCE  
POLICY BOOKLET**

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UNDERWRITTEN BY



# PRESTIGE UNDERWRITING SERVICES LIMITED

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## MOTOR INSURANCE POLICY

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This policy is administered by Prestige Underwriting Services Limited on behalf of AXA Insurance dac.

The information you have given us or that was provided on your behalf forms part of this contract.

Based on the information you have provided in the statement of fact that we have relied upon, you agree to pay us the premium and we agree to provide insurance as shown in this Motor Policy, the certificate and schedule and any subsequent amendments.

This Motor Policy, the statement of fact, the certificate and the schedule and any subsequent amendments make up this contract and together they will form your policy.

You must read all these documents to make sure you have the cover you need.

The period of insurance is for a fixed period shown on your schedule. At the end of this period, renewal may be offered with any changes to the Motor Policy wording and premium. We will advise you of these changes in writing before the end of the fixed period. We reserve the right not to invite renewal of this Motor Policy and you may choose not to accept our invitation to renew.

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## DEFINITIONS

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<b>Policy Document</b>	this document
<b>You, your</b>	the person named as the policyholder on the schedule and certificate of motor insurance
<b>We, our, us</b>	Prestige Underwriting Services Limited on behalf of AXA Insurance dac.
<b>Broker</b>	the person or company who has issued these documents on our behalf and who sold this policy.
<b>Schedule</b>	includes the <ul style="list-style-type: none"><li>• period of cover;</li><li>• name of the policyholder;</li><li>• drivers and use;</li><li>• sections of this policy document which apply;</li><li>• conditions which vary the terms of this policy document.</li></ul>
<b>Certificate of Motor Insurance</b>	proof that you have motor insurance as required by law.
<b>Green Card</b>	the International Motor Insurance Card. This is the document that some countries need as proof of compulsory insurance.
<b>Main Driver</b>	the person who drives your car most of the time whether for social purposes or for travel to and from a place of business, duty or study.
<b>Your Car</b>	the insured car (including its accessories and spare parts). This is shown on your schedule. In section 3 of your document of insurance it also includes a trailer, caravan, or broken-down motor vehicle while they are attached to your car for towing.
<b>Market Value</b>	the cost of replacing your car with one of the same make, model and specification, taking into account the age, mileage and condition of your car, and not the price you paid for it.
<b>Track Days</b>	driving or use on a motor racing track, circuit, airfield, de-restricted toll road or at an "off road" event.
<b>General Conditions</b>	these describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the contract of motor insurance is cancelled.

**General Exceptions**

these describe the things that are not covered by the contract of motor insurance. They are in addition to the exceptions shown under the headings 'What is not insured' in each of the sections detailing the cover provided.

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**Endorsements**

something which alters your insurance cover. Your cover will be affected by any endorsement that is shown on the schedule. (Such endorsements may add exclusions to the cover or require you to take action such as fitting approved security). More than one endorsement may apply. If you do not comply with any endorsements, this contract of motor insurance may no longer be valid and we may refuse to deal with any claim.

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**Excess**

the amount you have to pay towards each claim you make under this contract of motor insurance. There may be more than one excess, part of which may be voluntary (where you have chosen to take an excess to receive a discount on your premium). The amount of the excess is shown on the schedule.

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**TERRITORIAL LIMITS**

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported within and between them.

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**CAR SHARING**

Accepting payments from passengers as part of a car sharing arrangement will not affect your insurance cover if:

- they are being given a lift for social or similar purposes;
- the insured car is not built or adapted to carry more than eight passengers;
- this is not a part of a business of carrying passengers;
- any money received does not produce profit.

## Section 1 and 2 - Accidental Damage, Fire and Theft

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### What is insured

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#### Section 1

If your car is damaged by accident, vandalism or malicious damage, we may:

- pay the cost of repairs to your car; or
  - replace what is lost or damaged; or
  - make a cash payment for not more than the market value of your car at the time of the damage.
  - pay for standard accessories on your car or kept in your private garage.
- 

#### Section 2

If your car is lost or damaged by fire, lightning, explosion, theft or attempted theft, we may:

- pay the cost of repairs to your car; or
  - replace what is lost or damaged; or
  - make a cash payment for not more than the market value of your car at the time of the loss or damage.
  - pay for standard accessories on your car or kept in your private garage.
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### What is not insured

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#### Section 1 and 2

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We will not pay for the following:

- wear and tear, your car losing value or for any repairs which improve your car beyond its condition before the loss or damage happened.
  - mechanical, electrical, electronic or computer failures or breakdowns or breakages.
  - damage to tyres caused by braking, punctures, cuts or bursts.
  - any additional damage resulting from the insured car being moved by you after an accident, fire or theft.
  - more than the manufacturer's latest list price in the United Kingdom of any part or accessory. If such a list price is not available the most we will pay is the manufacturer's latest list price in the United Kingdom for an equivalent part or accessory.
  - additional storage costs caused by the unavailability of any part or accessory nor the cost of importing any part or accessory into the United Kingdom.
  - loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
  - loss of use of your car or any other indirect loss.
  - loss of or damage to your car by theft or attempted theft if your car has been left unlocked, and/or the ignition key or other ignition device is left in, on or attached to the car or left in the immediate proximity of your car, or left with a window or roof open.
  - loss of or damage to your car caused by deception, fraud or trickery, including when you are offering your car for sale.
  - Theft and/or unauthorized taking of your car by any member of your family or any person normally residing at your address or who has access to your home.
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## Section 1 and 2 - Accidental Damage, Fire and Theft (continued)

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### What is not Insured (continued)

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- loss of or damage to your car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
  - loss or damage caused deliberately by you or any person driving your car with your permission.
  - loss from your car being taken and returned to its rightful owner.
  - loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your car.
  - Loss or damage as a result of incorrectly fuelling your car or from the use of substandard or contaminated fuel, lubricants or parts.
  - Loss or accidental damage arising out of an accident if you or any other person insured has been convicted, or has a pending conviction for:
    - Breath, blood or urine alcohol/drug levels above the legal limit in the road traffic legislation
    - Failing to provide a sample of breath, blood or urine
    - Leaving the scene of an accident.
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### SECTIONS 1 AND 2 - BASIS OF SETTLEMENT

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If your car belongs to someone else, or is under a hire purchase or leasing agreement, we may pay the legal owner.

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#### Repairs

If this insurance covers the loss or damage and the cost will not exceed the market value of your car:

- you may arrange for reasonable and necessary repairs to be started if you send an estimate first and we have details of the cause of the damage; and
- we will also pay the reasonable cost of removing your car to the nearest competent repairer and after repair returning it to the address shown on your schedule

We may use parts or accessories which are not made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we are replacing.

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#### New car replacement

If this insurance covers the loss or damage and within one year of registration as new in your name your car is:

- damaged so that repairs will cost more than 60% of its list price including taxes when the damage happened; or
- stolen and not recovered.

We will replace your car with a new car of the same make, model and specification if it is available in the United Kingdom. If a replacement car of the same make, model and specification is not available we will, where possible, provide a similar car of identical list price. If you wish to have the claim settled on a cash basis then the most we will pay is the market value of your car and its standard accessories at the time of the loss or damage. The lost or damaged car will then become our property.

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## Section 1 and 2 - Accidental Damage, Fire and Theft (continued)

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### **In-car entertainment, telephone and satellite navigation equipment**

We will pay for the loss or damage to audio, telephone and satellite navigation equipment if permanently fitted to your car. If the equipment is not a part of the car manufacturer's original specification, we will pay up to £250.

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### **Replacement of locks and keys**

If this insurance covers the loss or damage, we will pay for all the locks to be replaced if one or more is damaged. If your car keys are lost or stolen we will pay for replacement locks and keys providing they were not left in or on your car while it was unattended.

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### **Child car seats**

If you have a child car seat in your car and your car is involved in an accident that results in impact damage to your car, we will replace the child seat with a new one of the same quality.

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### **Excesses that apply**

If your schedule shows that you have to pay an excess, you must pay the first part of any claim. If this amount is paid in error by us you must refund the amount immediately on request.

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### **Temporary replacement car**

We will pay for a temporary replacement car, subject to availability. After loss or damage covered by this insurance, if we manage your claim we will supply and pay for a temporary replacement while the repairs to your car are being carried out if you use our Selected Repairer Service.

Temporary replacement cars are usually small hatchbacks under 1200cc.

We will insure the temporary replacement car under this insurance in exactly the same way as we insure your car and you will only have to pay for the fuel used. You must return the temporary replacement car when the owner or we ask you to or if this insurance expires and you do not renew it.

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## **Windscreen Cover**

### **What is insured**

We will pay for breakage of glass in your windscreen or windows. We will also pay for damage to your car's paint work caused by broken glass. If no other damage has occurred the claim will not affect your no claim discount. If the glass is replaced you will be required to pay the first £100 of the cost (excess). You will not have to pay this sum if the glass is repaired rather than replaced. If you use an approved repairer, cover is unlimited, subject to the exceptions below. If you use your own repairer, cover will be limited to £250 per claim. We may use glass that has not been made by the car's manufacturer but will meet the manufacturer's specification.

### **What is not insured**

- Any amount over £250 for a replacement or £50 for a repair if the work is not carried out by our approved windscreen repairers
  - Damaged or broken glass in sunroofs or panoramic glass roofs
  - Damaged or broken mirror glass
  - Damaged or broken glass to vehicles that are temporarily covered
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## Section 1 and 2 - Accidental Damage, Fire and Theft (continued)

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### What is not insured (continued)

- Damage caused by wear and tear or negligence
- Damage caused by your own deliberate act
- The extra cost of replacing non-standard glass; or
- The cost of importing glass or parts from outside the EU
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound
- 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 or damage from using your car in a rally, competition or trial

## Section 3 - Liability to Others

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### What is insured

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We will pay all sums you are legally responsible for:

- following death of or bodily injury to other people;
- up to £20,000,000 for damage to property;

as a result of any accident involving your car or any other vehicle your certificate of motor insurance allows you to drive.

If your certificate of motor insurance says so, you are insured under this section to drive a private motor car not owned by you and not hired to you under a hire purchase or leasing agreement, as long as:

- the car has not been hired to you under a car rental agreement;
- the car is not a van which has been adapted to carry passengers;
- you have the owner's permission to drive the car;
- the car is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- you are not covered by any other insurance to drive it;
- there is a current and valid policy of insurance in force for the car being driven;
- you still have your car and it has not been damaged beyond cost effective repair; and
- you are not securing the release of any car which has been seized or confiscated by or on behalf of any government or public authority.

### Other people

In the same way as you are insured, we will insure:

- any person driving or using your car with your permission, as long as this is allowed by your schedule and certificate of motor insurance;
- any passenger travelling in or getting into or out of your car;
- you or your spouse/partner's employer or business partner if stated on the certificate of motor insurance provided your car is not owned, leased or hired by the employer or partner.
- the legal representative of any person who has died who would have been entitled to protection under this section.

## Section 3 - Liability to Others (continued)

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### Legal costs

We will pay any legal costs and expenses that you have run up with our prior written consent, including:

- solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
  - defence of any legal proceedings that are taken for manslaughter or causing death by dangerous or reckless driving.
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### Emergency treatment charges

We will pay for emergency treatment charges as required under the Road Traffic Acts. If this is the only payment we make, it will not affect your no claims discount entitlement.

### What is not insured

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We will not pay for:

- death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section;
- legal responsibility which is covered by any other insurance;
- loss of or damage to any car which is covered by this section;
- loss of or damage to any trailer, caravan or vehicle (and their contents) while being towed by or attached to any car covered by this section;
- loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section;
- legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport or airfield except when we have to meet the requirements of the Road Traffic Acts;
- more than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

## Section 4 - Personal Accident Benefits

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### What is insured

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We will pay £10,000 per person if you or your husband or wife or civil partner are accidentally injured in any car or getting into or out of any car and within 90 days independently of any other cause, the injury results in:

- death;
  - permanent loss of any limb above the wrist or ankle; or
  - complete and irrecoverable loss of sight in one or both eyes. We will pay the injured person or their legal representative.
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### What is not insured

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We will not pay:

- more than £10,000 during any one period of insurance for any one person;
- under more than one motor insurance you or your husband or wife or civil partner have with us;
- for any injury or death resulting from suicide, attempted suicide; or
- if the driver of the car is convicted of an alcohol or drugs related offence as a result of the accident;
- death or injury that is not a direct result of the accident;
- anyone failing to keep to the law regarding the use of seat belts.

## Section 5 - Personal Belongings

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### What is insured

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#### Personal Belongings

We will pay up to £200 for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft.

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### What is not insured

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We will not pay for:

- the theft or attempted theft of personal belongings, if your car has been left unlocked, left with the keys in it or left with a window or roof open;
- the theft of personal belongings unless kept out of sight in the locked boot or glove compartment of your car;
- money, stamps, tickets, documents or securities;
- goods, tools, samples or equipment carried in connection with any trade or business; or
- property covered under any other insurance.

## Section 6 - Medical Expenses and Physical Assault Benefits

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### What is insured

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#### Medical expenses

We will pay up to £250 for each person for any medical expenses resulting from an accident while travelling in your car

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#### Physical Assault Benefits

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### Road Rage

#### What is insured

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We will pay £500 if you or your husband or wife or civil partner are physically assaulted as a result of your car being in an accident.

We will pay the injured person or their legal representative.

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#### What is not insured

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We will not pay when the accident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
  - is not reported to the police as soon as possible
  - happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands;
  - is caused or contributed to, by anything said or done by you or your husband or wife or civil partner or by a passenger in your car after the accident
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### Car jacking

#### What is insured

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We will pay £500 if you or your husband or wife or civil partner are physically assaulted as a result of your car being subjected to an aggravated theft or attempted aggravated theft.

We will pay the injured person or their legal representative.

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#### What is not insured

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We will not pay when the incident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
  - is not reported to the police as soon as possible; or
  - happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.
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## Section 7 - No Claims Bonus

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If this is a yearly contract, and you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, we will give a discount on your renewal premium.

We will reduce or remove your No Claims Discount, in accordance with the scale below, if we make any payment whatsoever, even if the accident is not your fault, unless we get the money back from someone else. We may withhold the No Claim Discount in full or part if there are any claims that have not been settled. If we recover all our money, or we have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (years)	After 1 claim (years)	After 2 claims (years)	After 3+ claims (years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	1	0
6	4	2	0
7	4	2	0
8	5	3	0
9+	5	3	0

If you have a protected No Claims Discount (shown on the schedule) we will not reduce the Discount if you do not claim more than twice during three continuous periods of insurance. The protected No Claims Discount only applies while you are insured by us and cannot be transferred to another insurer.

## Section 8 - Foreign Use

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Your insurance provides the minimum compulsory insurance in:

- European Union (EU) countries; and
- any other country which has agreed to follow EU directives on compulsory motor insurance and is approved by the Commission of the European Union;

Including when your car is being transported within and between them.

### **These countries are shown on your certificate.**

As well as this minimum cover, your insurance also gives the cover shown on your schedule in these countries if your car is:

- registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not used abroad for more than 90 days in any one annual insurance period.

If you want to use your car in these countries for more than 90 days in any one annual insurance period you must obtain our prior permission and pay any extra premiums.

If you want to use your car in countries that are not shown on your certificate, you must obtain our prior permission and pay any extra premiums, we will then extend the full benefits of this insurance to apply:

- in the countries we have agreed, including when your car is being transported; and
- for the period agreed.

We or your broker will send you a Green Card as proof of your insurance upon request. The Green Card will show the countries we have agreed to extend this insurance to and the period for which we are providing this extension.

If your car is lost or damaged in any foreign country that we have agreed to give cover for, you may be charged customs duty. If we cover the loss of or damage to your car, we will also refund you the customs duty.

## Section 9 - Use by the Motor Trade, Hotels and Car Parks

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### What is insured

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We will give you the cover under Section 1 Accidental damage and Section 2 Fire and Theft, if shown as operative on your schedule, but will not apply any driving and use restrictions or any excess while your car is in the custody and control of:

- a member of the motor trade for service and repair; or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

## General Exceptions

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*These describe the things that are not covered by the contract of motor insurance. They are in addition to the exceptions shown under the headings 'What is not insured' in each of the sections detailing the cover provided.*

### **1. Change of Car - notification and acceptance**

This insurance will not apply unless:

- you have given us details of your replacement car; and
- your broker has issued a new certificate of motor insurance.

### **2. Driving and use**

This insurance will not apply if any vehicle your certificate or schedule allows you to drive was being:

- used other than in line with your Certificate of motor insurance;
- driven by or in the charge of any person not described on your Certificate of motor insurance as a person who is entitled to drive;
- driven by or in the charge of any person who is disqualified from holding or obtaining a licence or does not have a driving licence which is valid in the territory where the incident happened;
- driven by or in the charge of any person who is breaking the conditions of their driving licence;
- used for hire or reward, racing, pace-making, testing, trials, rallies or track days, for any use in connection with the Motor Trade other than by a member of the Motor Trade for the purpose of overhaul, upkeep or repair;
- used for towing for reward a caravan, trailer or mechanically disabled vehicle;
- used for towing more than one caravan, trailer or mechanically disabled vehicle at any one time.

### **3. Contractual liability**

We will not make a payment for any liability resulting only from a contract or agreement you have with another party

### **4. Radioactivity**

We will not pay for direct or indirect loss, damage or liability caused by, contributed to or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear equipment, assembly, weapon or any part of such items.

**5. Earthquake, war, terrorism, riot, civil unrest**

We will not make payment in the event of:

- earthquake;
- war, civil war, rebellion, or revolution including any action taken to control or prevent such events, except when we have to meet the requirements of the Road Traffic Acts; or
- riot or civil unrest;
- Any act of terrorism including any action taken to control or prevent terrorism. We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear

**6. Pollution**

We will not make a payment for any accident, injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

**7. Deliberate Acts**

We will not make a payment for any death, injury, loss or damage caused directly or indirectly as a result of any deliberate acts by you or any person driving your car.

**8. Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of: a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.**

**9. Any liability for malfunction or hacking of autonomous/driverless vehicle systems including, but not limited to, remote control parking, lane departure warning systems, automated emergency braking (AEB), anti-lock braking (ABS), adaptive cruise control, blind spot monitoring, and other crash- avoidance technology.**

**10. Any loss of, damage to, or loss of use of the channel tunnel known as Eurotunnel and any loss or losses consequent thereon. For the purposes of this exclusion the words "channel tunnel" shall mean the fabric of the structure including contents therein, situated between the entrances and exits.**

## General Conditions

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*These describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the contract of motor insurance is cancelled.*

### 1. *Duty to take reasonable care*

Continuing Obligation - When arranging this insurance over the phone or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations.

A misrepresentation is where an individual provides false, inaccurate, misleading or incomplete information. You acknowledged the importance of taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy. You accepted that you have a continuing obligation to contact us immediately if any of the answers to any of the questions have changed or if they change throughout the life of the policy.

### 2. *Duty and revealing information*

We will only provide cover under this insurance if:

- you or any other person claiming under this insurance has met all the terms and conditions that apply; and
- the information you gave to us when applying for or renewing this insurance, is true as far as you know

You must:

- have asked all the other drivers covered by this insurance any relevant questions to obtain the information about them requested by us;

You must tell your broker as soon as possible if any of the details on your proposal form or statement of fact change including:

- changes made to your car which improve its value, appearance, performance or handling;
- changing your car
- changes in the way your car is used
- change of address or where your car is kept
- change of occupation including part time work
- change in the main user of the car
- details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the car
- details of any criminal convictions for any person who may drive the car
- details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the car
- make sure you advise the DVA of any notifiable medical conditions or disabilities

This is not a full list and you should contact your broker for advice if you are not sure whether a change will affect your cover.

## General Conditions (continued)

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When you advise us of any permanent or temporary changes to your policy during the period of insurance which we agree to, or if you request duplicate documents, a premium adjustment charge of up to £20 + Insurance Premium Tax will be made in addition to any other change in Premium to cover our administration costs. This charge is in addition to any administration fees charged by your insurance adviser.

### 3. *Care of your car*

You or any person in charge of your car must take reasonable precautions to:

- maintain your car in an efficient and roadworthy condition; and
- protect your car from damage or loss

You must have a valid:

- department of Transport Test Certificate (MOT) for your car if one is needed by law; and

You must give us reasonable access to examine your car.

### 4. *Accident and claims procedure*

You or any other person claiming under this insurance must:

- give us full details of any incident as soon as possible;
- inform the police as soon as possible if your car or its contents are stolen and provide us with the crime reference number;
- send to us immediately all communications from other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons, or process which must not have been replied to; and
- give us all the information and help we need.

You must not, without our consent:

- negotiate or admit responsibility; or
- make any offer, promise, or payment

We will be entitled to:

- have total control to conduct, defend and settle any claim; and
- take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made.

### 5. *Other insurances*

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will only pay our share. This condition does not apply to Section 4 – Personal Accident Benefits.

### 6. *Compulsory Insurance Laws*

## General Conditions (continued)

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If under the law of any country we must make a payment which we would not otherwise have to make, you must repay that amount to us

### 7. *Fraud, misrepresentation and non-disclosure*

If you or anyone representing you:

- provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- provides us with false documents;
- makes a claim or part of any claim that is fraudulent, false or exaggerated;
- makes a fraudulent payment by bank account and/or card.

We may:

- agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- reject a claim or reduce the amount of payment we make;
- cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- not return any premium paid by you.
- recover from you any costs we have incurred.
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

### 8. *Assignment*

You may not assign any rights, benefits, or proceeds of any claim, to a third party, unless it has been requested in writing and been agreed by us.

## Your Cancellation Rights

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We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reason. You may cancel this policy by telling us, or your broker, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you do cancel in the first 14 days using the "cooling-off" cancellation condition, we will charge you pro-rata, plus an additional charge of up to £50 + Insurance Premium Tax to cover the administrative costs to us of processing the insurance, for the cover provided from the beginning of the contract until the policy is cancelled, unless you have made a total loss claim, or a total loss claim is outstanding, in which case no refund will be given, and all premiums would be due.

You may cancel this contract of motor insurance at any time by telling us, or your broker, in writing, or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you or someone else has not made a claim in the current period of insurance, we will refund part of your premium. We will work out the refund on a pro-rata basis less a premium charge of up to £50 + Insurance Premium Tax to cover our administration costs.

We or our authorised agent may cancel this contract of motor insurance by giving you seven days' notice in writing to your last known address where there is a valid reason for doing so. Valid reasons may include, but are not limited to if:

- you do not pay your premium, premium deposit or any instalment payment on or before the due date;
- you or anyone else covered by this insurance has not met all the terms and conditions of this policy;
- a change in your circumstances means we can no longer provide cover;
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- you do not provide us or your broker with any requested documents

The insurance will end immediately when the seven days' notice runs out. If you have just taken out the policy or renewed it with us and the premium is unpaid, we will cancel your insurance from the start/ renewal date.

We will refund the balance of your premium that applies to the remaining period of insurance unless fraud has been identified.

If a refund is paid, a premium charge of up to £50 + Insurance Premium Tax to cover our administration costs will be deducted from the refund.

If you or someone else has made a claim, we will cancel your cover but may not refund any premium. If you are paying by instalments, you must still pay the balance of the full annual premium.

If you produce a cancelled certificate of motor insurance to any person with the intention of deceiving that person into accepting it as genuine, you may be prosecuted.

## Customer Care

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Prestige Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Regulation number FRN 307105.

Prestige Underwriting Services Limited is a limited company registered in Northern Ireland. Reg No. NI31853. Registered office: 10 Governors Place, Carrickfergus, Co Antrim, BT38 7BN.

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. AXA Insurance dac is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

- *Our commitment to you*  
We will make sure all the information we give you will be clear and accurate. We will be fair and reasonable whenever you need the protection of this policy. We will act promptly to provide the protection you need.
- *If things go wrong*  
Whilst we will make every effort to maintain these standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern.

In such circumstances we promise:

- to acknowledge any formal complaint in 5 days or less
- to have the issues reviewed by a person of appropriate seniority and authority
- to identify the person managing your complaint in our original letter of response.
- to respond fully to your concern or complaint within a maximum of 8 weeks. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

Here is our complaints process to help you.

For a complaint about your policy, please contact your Broker or call Prestige Underwriting on **Phone:** 08000 324252.

For a complaint about your claim, contact our claims action line on

**Phone:** 0345 828 2823 or

**Email:** [axacustomercare@axa.ie](mailto:axacustomercare@axa.ie); or

**Write:** AXA Insurance, Customer Care Department, Freepost BEL 2531, Belfast, BT1 1BR.

### FINANCIAL OMBUDSMAN SERVICE

If we cannot resolve your complaint, you can refer the dispute to the Financial Ombudsman Service within six months of receiving our final response letter. The address is:

The Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

**Phone:** 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) or 0800 023 4567 (calls to this number are free on mobile phones and landlines) **Fax:** 020 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [help.financial-ombudsman.org.uk](http://help.financial-ombudsman.org.uk)

Making a complaint will not affect your right to take legal action.

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### COMPENSATION SCHEME

Prestige Underwriting Services Limited and AXA Insurance dac are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that the obligations under Your contract cannot be met. This depends on the type of insurance and the circumstances of the claim.

Further information can be obtained from:

Financial Service Compensation Scheme,  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London, EC3A 7QU

**Phone:** 0800 678 1100

**Email:** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

**Website:** [www.fscs.org.uk](http://www.fscs.org.uk)

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### DATA PROTECTION NOTICE

This notice explains how Prestige Underwriting Services Limited (“We/Us/Our”) will use your personal data.

#### Our details

We are a wholly owned subsidiary of Prestige Insurance Holdings Limited. We are the Data Controller for any personal data you supply to us in accordance with the General Data Protection Regulations, the Data Protection Act 2018 and any other relevant national law.

You can find this notice on our website or a copy can be provided in writing on request. If you have any queries about the use of your information you can put any queries in writing to, Data Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN.

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### The data we receive

We may obtain personal data from you directly or from someone you have authorised to supply personal data on your behalf, such as your Broker. We only will obtain data that is necessary for the performance and arrangement of your contract, for our legitimate interests as an insurance intermediary and for compliance with any legal obligation. This data may consist of the following:

- Your name, date of birth and contact details (including home address, telephone number and e-mail address);
- Details of the risk to be covered by the policy (for example vehicle make and registration)
- All other personal information that is necessary to provide a quote and to maintain any policy;
- Details of all previous quotes requested from us even if a policy was not arranged;
- Details of lapsed policies held with us;
- Details of claims on policies held with us;
- Your payment details, your payment history, details of any credit agreements and any debt management processes.

When it is necessary for the performance of the contract we may require you to supply sensitive information related to your health, motoring offences, unspent criminal convictions and union membership.

If you are unable to provide the required information we may not be able to offer you insurance or continue with cover.

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

If you provide us information relating to other individuals (for example named drivers) you should ensure that those individuals are aware that we will use their details for the purposes outlined in this notice and direct them to this notice for full information.

In order to prevent and detect fraud we may (at any time) obtain information about you from other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases.

Any information shared with us from other bodies can be used in our decision making process.

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### How we will use your data

Your personal information may be used by us for the following lawful purposes:

1. Processing that is necessary for the performance and arrangement of your contract of Insurance and with us including:
    - to make a decision whether we choose to accept or decline the proposed risk;
    - to calculate your premium and policy terms;
    - to service your policy;
    - to maintain our records;
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## Customer Care (continued)

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- to confirm your identity and to prevent fraud;
  - to investigate and resolve any complaints;
  - to deal with any claims you should submit under your policy;
  - to verify the information you provide;
  - to undertake internal quality monitoring and external audits;
2. Our legitimate interests as an underwriting agency:
- To determine our underwriting and pricing strategies
  - To inform you of related insurance products, services and offers from us and the Prestige Insurance Holdings Group while you have existing products with us;
  - To carry out market research, statistical analysis including customer profiling to enable us to enhance our service and to develop new products;
  - To provide information to your Broker, Loss Adjustors, Underwriter, Finance Provider or other 3rd party with an interest in the policy for the purposes including but not limited to quality control, audit, complaint investigation, fraud prevention and claims handling;
  - To seek feedback issue, issue surveys and contact you regarding the service we have provided to allow us to review and improve our customer care;
  - To undertake training of our staff.
3. Where required by law:
- To supply information to law enforcement agencies, our regulators, other statutory bodies, your Insurer and Finance Provider when we believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law;
  - To carry out sanction, anti-money laundering, and anti-fraud controls.
4. With your consent:
- To inform you of related products and services supplied by carefully chosen 3rd parties.
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### Data Retention

We will only hold your personal data for as long as we are required in law and by our regulators.

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### Transfer to 3rd parties and outside the UK/EU

In order to deliver our services to you, we may transfer data to the following 3rd parties:

- Insurers and Intermediaries for the purposes of arranging and underwriting cover, auditing and quality monitoring, complaint handling, investigating fraud.
  - Insurers and Intermediaries to verify No Claims Bonus and claims history.
  - Suppliers who provided necessary services required to handle any claim by or against you (For example Surveyors, Loss Adjustors, Engineers, Vehicle Repairers).
  - To Insurers, Intermediaries, Claim Handling firms and Solicitors appointed to deal with a claim made by you or against you.
  - IT and system providers to facilitate electronic data transfers, the provision of technical support and system development.
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- Service providers who supply telephony, SMS, email or other messaging systems to contact about an existing policy or quotes as well as for the purpose of marketing under our legitimate interests as an Underwriting Agency.
- To the Financial Ombudsman Service as part of the complaint resolution process.
- To law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and as otherwise required by or permitted by law.
- Credit Reference Agencies to verify your identity, prevent fraud or to determine the most appropriate payment option.
- Companies and agencies that carry-out sanction, anti-money laundering and anti-fraud controls\*
- Finance Providers if you agree to pay by Direct Debit
- Debt Recovery firms, Solicitors and Civil Courts if required to recover unpaid funds still contractually due or funds obtained by fraud or deception.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the UK.

\*We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

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### Credit Searches

If you consent to a credit search it will be a soft search which is only visible to you (if you request a copy of your credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect your credit file. The search will be visible on your credit report but it won't affect your credit rating as it's not an application for credit. The CRAs may add the details of our searches and information that hold about you to their records relating to you.

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### Marketing

We will not share or sell your details with any 3rd party for marketing purposes without your express permission.

We will collect personal data from our website, social media accounts and if you sign up to features including document portals. This will be used to manage any existing agreement you may have with us and under our legitimate interest to inform you of the products and services we offer. We will also use the data when necessary to answer a query you have made or if required to as part of a competition or activity that you have entered. Information supplied via social media may also be

## Customer Care (continued)

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held or processed by the social media company in line with their own privacy policies.

We may contact you by post, telephone, email and SMS to inform you of related insurance products, services and offers from us and the Prestige Insurance Holdings Group while you have existing products with us.

Should you wish to withdraw from marketing or amend the methods we use to contact you please contact us on 08000 327 327 or writing to Customer Services, 10 Governors Place, Carrickfergus, BT38 7BN.

When required we will also include an unsubscribe option on marketing SMS messages and emails that we will send that will stop any future contact. There may be a one off charge by your network provider for sending an unsubscribe SMS message to us.

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### Call Recording

Telephone calls to us and received from us will be recorded for training and quality purposes. Call recordings may also be supplied to the Insurer, intermediary or appropriate 3rd parties if required it to investigate a claim or complaint and for the detection and prevention of criminal activity or fraud.

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### Privacy & Cookies

A cookie is a small information file that is sent to your computer and is stored on your hard drive. Cookies are what are often used so that sites can remember who you are to save you time when you re-visit a site. Our site statistics software currently also uses cookies to allow us to measure the level of activity occurring on the site.

We may also use remarketing to market to users of our website. We use cookies to identify your past behaviour on our website and serve ads to you based on this behaviour. This may mean that you might see our ads on 3rd Party websites that you visit after visiting our website. For more information and for details on how to opt out please click to view our full Cookie Policy.

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### Your Rights

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within a month of us receiving a valid request. If you wish to obtain information held by the insurer you must contact them directly. You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

If you wish avail of these rights please write to the Data Protection Officer, 10 Governors Place, Carrickfergus, BT38 7BN or call us on 08000 66 55 44 for more information.

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### **The Information Commissioner**

You can find more details about data protection from the Information commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk). You can also contact the Information Commissioner if you believe we have not complied with our obligations.

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### **MOTOR INSURANCE DATABASE**

We will add details about your insurance policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the police, the DVLA, the DVANI, the insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If you are involved in a road traffic accident (either in the UK or abroad) insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It is vital that the MID holds your correct registration number. If not you risk the police seizing your vehicle. You can check that your correct registration number is shown on the MID at [www.askmid.com](http://www.askmid.com)

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### **THE LAWS THAT APPLY TO THIS CONTRACT**

Unless we agree with you to apply the laws of another country. Northern Ireland law will apply to this contract. All communications will be in English.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

## Making A Claim

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If you are involved in an accident or your vehicle is stolen, call us first on 0345 828 2823 as soon as possible after the incident has occurred.

Assistance is available on this number 24 hours a day.

You will need to provide us with the following information:

- your policy/certificate number;
- your personal details and those of the driver;
- the date, time, location and full circumstances of the incident;
- details of any other persons, vehicles or property involved in the incident;
- details of any injuries sustained in the incident;
- if you are reporting the theft of your vehicle any crime reference given to you by the police when you reported the theft to them.

If your car needs to be repaired (and the damage is covered by this policy) we have a nationwide network of selected repairers who can arrange to start work on your car with the minimum of delay.

When you first report the incident to us we will help you to arrange the repair of your car by one of our selected repairers, including the collection and redelivery to your home if required.

If you have a Comprehensive policy and need the use of a car while your own is undergoing repair by one of our selected repairers we will provide you with a temporary replacement car - full details can be found in the Temporary replacement car section of this policy (Basis of settlement - section 1 and 2).

When repairs are completed, arrangements will be made for you to collect your car (or for the car to be redelivered to your home). When you collect the car, you will need to pay the repairer any policy excess or contribution which may be applicable. These will be confirmed to you before repairs are completed

If your car cannot be repaired we will deal with the damage on a total loss basis. In these circumstances a temporary replacement car will not be provided.

If the incident relates solely to breakage of windscreen or windows in your car please call the Claim Line on 0345 828 2823. If you have a Comprehensive policy all you will have to pay is the amount of any policy excess that may apply. Repairing the glass rather than replacing it will mean you will not have to pay any excess.

***Need to make a claim? Follow these simple steps;***

1. Call us as soon as possible after the incident.
2. Give us as much information about the incident as you can.
3. If possible, speak to us before you make any arrangements for replacement or repair.
4. Don't forget to tell the police if your car is stolen.

**Call us first on:  
Claim Line 0345 828 2823**

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# PRESTIGE

UNDERWRITING

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## 24 HOUR ACCIDENT REPORTING LINE **0345 828 2823**

You can call our new claim reporting line anytime, day or night. We are on duty 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency. This will help progress your claim as fast as possible. If required, we will be able to arrange recovery of your vehicle to a secure location.

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Your policy will be underwritten by Axa Insurance dac and administered on their behalf by Prestige Underwriting Services Limited.

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AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155 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.

Policy book ref - AXAPC/0524RL