



M I D A S

Premier Car
Insurance (NI)

Policy Wording

In the event of a claim,
please contact our
24-hour Claims Helpline on
0345 828 2823

You must read this document in conjunction with your policy schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact your Broker immediately. You must also notify your Broker of any other alterations required to your policy as soon as possible.

If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.

Contract of Insurance

Thank you for choosing to insure with Midas Underwriting Ltd on behalf of AXA Insurance dac. This document, together with your policy schedule and Certificate of Insurance, is a legally binding contract of insurance between you and us and does not provide anyone else with rights to enforce any part of this contract.

This contract is based on the information provided to us on the proposal form as signed by you or in the absence of a proposal form, the statement of fact declaration.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and in any endorsements attached for the period for which you have paid our premium. This insurance applies within the territorial limits unless we specify otherwise.

This contract is subject to Northern Ireland law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

Contents

Section	Page
Definitions	4
Summary of Cover	6
Section 1 Liability to Others	7
Section 2 Loss of Damage to Your Vehicle	9
Section 3 Glass Cover	14
Section 4 Personal Belongings	15
Section 5 Replacement Locks	16
Section 6 Medical Expenses	16
Section 7 Personal Accident	16
Section 8 Foreign Use	17
Section 9 No Claim Bonus	19
General Exclusions	20
General Conditions	22
Financial Services Compensation Scheme	26
Complaints	27
Making a Claim	28

Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore you must refer to this section where such words or phrases appear.

You/your – the person named as the 'insured' or 'policyholder' on the policy schedule and Certificate of Insurance.

We/us – Midas Underwriting Ltd on behalf of AXA Insurance dac.

Midas Underwriting Ltd – a managing agent which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 303525. Midas Underwriting Ltd is a company incorporated and registered in England and Wales (company number 02461657) which has its registered office at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL.

Certificate of Insurance – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured vehicle, how they may use it and the period of time over which the policy cover applies.

Policy schedule – a document which states the details of you, your vehicle, the insurance cover in force and any endorsements which apply to the policy.

Your vehicle – any motor vehicle which is stated on your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance. In Section 2 this also includes your vehicle's standard accessories and spare parts whether in or on your vehicle or stored in your locked private garage.

Accessories and spare parts – standard parts or products specifically designed to be fitted to your vehicle. Some accessories may be classed as modifications therefore you must notify your Broker of any alterations to your vehicle.

Civil partner – the person who you have entered into a legal civil partnership with as defined in the Civil Partnership Act 2004. A civil partnership is a formal arrangement that gives same sex partners the same legal status as a married couple.

Compulsory excess – the contribution which you must make towards a claim on this policy.

Endorsements – statements which are contained in your policy schedule which may change, replace or extend the terms of this policy.

Garage – a permanent enclosed four-sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance which is your private property (i.e. not a communal parking facility).

Green Card – a document which is required by certain countries that are not part of the European Union and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

Definitions

Market value – the cost of replacing your vehicle with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in your policy schedule.

Minimum cover – the minimum level of cover provided to satisfy the current Road Traffic Act, or equivalent legislation, in respect of liability for the death of or injury to other people and damage to their property.

Partner – a relationship between two people who are not married but live together as a married couple.

Period of Insurance – the period of time specified in your policy schedule during which this policy is effective and for which you have paid or have agreed to pay the premium.

Pro-rata – where a calculation is made proportionately.

Road Traffic Act – the law which governs the driving or use of any motor vehicle within the United Kingdom.

Territorial limits – England, Northern Ireland, Scotland, Wales, the Republic of Ireland, the Isle of Man and the Channel Islands.

Voluntary excess – an amount which you have chosen to pay towards a claim on this policy in addition to the compulsory excess which applies.

General Conditions

By you

You may cancel this policy at any time either by returning the current Certificate of Insurance or by submitting an Electronic Declaration Form confirming surrender of this document to us or your Broker (an Electronic Declaration Form can be obtained from your Broker.). If a claim has not been made during the current period of insurance, a refund will be given based on the annual premium on a pro-rata basis may be agreed, however this will be subject to an AXA cancellation fee £40. Please also note that your Broker may apply an administration fee against any refund due therefore please check this with them.

If a claim has been made in the current period of insurance then we will retain the full annual premium.

Cooling-off period - your right of cancellation

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed. This 14 day period will commence from either the inception date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

If you wish to cancel this policy you must return either the current Certificate of Insurance, an Electronic Declaration Form confirming surrender of this document (as above), or the current covernote to us or your Broker within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have provided.

Assignment and Third Party Rights

Your policy is a legal contract between you and us and nothing in this contract creates any rights for any other person(s). This also means that, unless it is agreed by us beforehand in writing, you are prohibited from assigning the policy (or any rights, benefits, causes of action or proceeds of any claim under the policy) to a third party.

Claims handling

- i. You must tell us without delay about any event that could lead to a claim.
- ii. You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form.
- iii. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- iv. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to motorsuppliers@midasuw.com).
- v. We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.

General Conditions

- vi. Should we refuse indemnity in respect of an accident due to any omission, mis-statement or non-disclosure, but have a liability to pay a claim under the Road Traffic Act, then we will reserve the right to settle such claims or judgments, without prejudice to our position under this policy, and seek reimbursement of all payments we make from you.
- vii. If we are required to pay a claim under the law of any country covered by this policy which we would not otherwise be liable to pay, we will seek reimbursement of any costs from you or the person who incurred the liability.

Misrepresentation and Deception

Definitions:

Misrepresentation is when someone makes a false statement to another person to encourage that person to enter into a contract

- Where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

We will take the action shown below if you or anyone acting for you:

- fails to reveal or hides a fact that is likely to influence whether or not we accept your proposal, your renewal, or any adjustment to the policy
- fails to reveal or hides a fact that is likely to influence the cover we provide
- makes a statement to us or anyone acting on our behalf, knowing the statement is not true
- sends us or anyone acting on our behalf a document, knowing the document is false
- makes a claim under the policy, knowing the claim is false or misleading or
- makes a claim for any loss or damage you caused deliberately or was caused with your consent.

This action applies as well as our other rights:

- We will not pay a claim
- We will not pay any other claim which has been or will be made under the policy
- We may declare the policy void (in other words, we can treat it as if it has never existed)
- We will be entitled to recover from you the amount of any claim we have already paid under the policy
- We will not return your premium
- We may let the appropriate law enforcement authorities know about the circumstances.

If you commit a fraudulent act against AXA Insurance then we may:

- cancel that policy or declare it void from inception
- cancel that policy immediately and return any premium owed to you
- not pay any claims that have been or will be made under that policy
- be entitled to recover from you the total amount of any claim already paid under that policy including any recovery costs
- inform the Police of the circumstances.

Data Protection Notice

In this Notice references to **We, Us** and **Our** refer to AXA Insurance Dac and Midas Underwriting Limited on Behalf of AXA Insurance UK plc. AXA Insurance Dac are part of the AXA Group of companies.

For details of how **We** use the personal information **We** collect from you and your rights please view our privacy policy via:

AXA Insurance Dac

Please visit Our website www.axani.co.uk/axa-insurance-data-protection or contact our Data Protection Officer via the Compliance Department, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1, Telephone: +353 (0)1 471 1812, or email us via Compliance@AXA.ie

Midas Underwriting Limited

Please visit **Our** website www.midasuw.com/privacy-policy or contact **Our** Data Protection Officer at Midas Underwriting Limited, Quay Point, Lakeside Blvd, Doncaster DN4 5PL or email us via compliance@midasuw.com.

Your Broker or Agent will have their own uses for **your** personal data. Please ask **Your Broker or Agent** if **you** would like more information about how they use **your** personal information.

Financial Services Compensation Scheme (FSCS)

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

Caring For Our Customers

AXA is committed to providing you with an excellent 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.

To assist you we have outlined our Customer Complaint Procedure below. Our focus is always on solving your problems first, and doing this swiftly. We then take steps to make sure the problem does not happen again. While we are dealing with your issue we promise to keep you informed of what is happening.

Customer Complaint Procedure:

All you need to do is contact;

1. your Insurance Intermediary or AXA at 0345 3995346, if your complaint is in connection with your policy, or the AXA Claims Action Line at 03458 282823, if your complaint is in connection with a claim.
2. You can also refer your complaint to a Team Leader or Manager.
3. If your complaint cannot be resolved at this stage, you can contact our Customer Care Department at AXA Insurance Freepost BEL 2531, Belfast BT1 1BR (Telephone 0800 039 1970) or e-mail to axacustomercare@axa.ie.

Your complaint will be logged and acknowledged. Your complaint will be fully investigated and a response will be issued to you within 7 days. Following this procedure will not affect your right to take legal action.

If we have given you our final response and you are still dissatisfied you may be able to refer your case to the Financial Ombudsman Service (FOS) Insurance Division, Exchange Tower, London E14 9SR. Please note, you have six months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your right to take legal action.

The FOS is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider your complaint if we have provided you with written confirmation that our internal complaints procedures have been exhausted.

Customer Helpline: Monday to Friday - 8am to 8pm and Saturday - 9am to 1pm.
Telephone 0800 023 4567 (calls to this number are now free on mobile phones and landlines) or 0300 123 9 123 (calls to this number cost no more than calls to a 01 and 02 number). These numbers may not be available from outside the UK, so please call from abroad on +44 20 7964 0500. Alternatively send an email to complaint.info@financial-ombudsman.org.uk.

Our promise to you:

We will:

- acknowledge written complaints promptly;
- investigate quickly and thoroughly;
- keep you informed of progress;
- do everything possible to resolve your complaint.

Making a Claim

What to do in the event of an accident, fire or theft

- 1 Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.
- 2 Contact our UK based 24/7 claims assist line on 03458 28 28 23.
- 3 Please have your policy number ready when contacting us.

Please note: if your vehicle has been involved in an incident involving theft, attempted theft, malicious damage or vandalism then you must also notify the police immediately and obtain a crime reference number.

If you have Comprehensive cover and have been involved in an accident, we will arrange for the repair of your vehicle with one of our approved repairers and:

- Collect your vehicle from your home or place of work if the vehicle cannot be driven;
- Supply a courtesy car whilst your car is being repaired (subject to availability and if your vehicle is not beyond economical repair);
- Guarantee all repairs for three years.

Important - the above features are only available in NI through our approved repairer network.

Making a glass claim (Comprehensive policyholders only)

If you have suffered damage to your front/rear screens or side glass, please contact AXA Claims on 03458 28 28 23.

Please also note:

- You must pay the standard compulsory windscreen excess of £75 (per claim) for replacement glass or screen, provided you use our approved supplier.
- If you do not use our approved supplier, cover will be restricted to £100 after deduction of your excess.
- There will be an excess of £10 to pay if the glass or screen can be repaired.
- Cover excludes repair or replacement of a sunroof or other roof glass.



MIDAS

MID/PremCar/PW_06.19

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. AXA Insurance dac is regulated by the Central Bank of Ireland. For business in Northern Ireland, AXA Insurance dac is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Registration No. 4040230. Authorised by the Financial Conduct Authority.