

# **AGREED VALUATION GAP INSURANCE FOR MOTORCYCLES**

**Your Policy**  
Monthly Cover  
August 2007 Edition



*Be Life Confident*

Effective date: 06-08-07 Please note: The wording may have been updated and may not reflect wording at any time in the past.

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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](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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*If you need to make a claim on your policy,  
in the first instance please call 0247 652 7831.*

## Summary of Cover

*Agreed Valuation Guaranteed Asset Protection (GAP) Insurance for Motorcycles. Underwritten by AXA Insurance UK plc.*

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

Where headings are shown in red in this policy summary, full details can be found in your policy wording using the same headings. To help you locate these within the policy wording, please refer to the contents page detailing the main sections of the policy.

### **Type of Insurance and Cover**

This insurance provides cover for the financial shortfall between the amount you receive from your motor insurance policy in the event of your vehicle being a total loss, as defined in the policy wording, following damage, fire or theft and the agreed valuation for your vehicle on the date of commencement of this insurance, up to a maximum as stated on your policy schedule.

The original purchase price may be used as the basis of valuation if you purchased this insurance cover within 30 days of your vehicle purchase from a VAT registered motor trader.

You are insured up to the sum insured as a total.

This policy will end on payment of a valid claim.

### **Eligibility**

You are eligible for this insurance, provided at inception and during the period of insurance your vehicle:

- is classified as a motorcycle by the DVLA

- is permanently registered in the United Kingdom
- is insured by a motor insurance policy issued by an insurer authorised in the United Kingdom
- is not included under the section entitled **Excluded Vehicles**
- is not used for any of the uses specified in the **Excluded Vehicles Uses** section
- has never appeared on the total loss register
- has a minimum value of £1,500 at the date of commencement
- is under 8 years old at the date of commencement
- has covered less than 40,000 miles at the date of commencement

and

- you are the registered owner and keeper of the vehicle identified on your policy schedule
- you are named as the policyholder in the motor insurance policy for your vehicle.

### **Significant Features and Benefits**

#### **What is Covered**

Subject to exclusions, this insurance covers the amount by which the agreed valuation (as defined in the

policy wording) exceeds the insurance settlement you receive from your motor insurance policy following the total loss of the vehicle.

The original purchase price may be used as the basis of valuation if you purchased this insurance cover within 30 days of your vehicle purchase and you purchased your vehicle from a VAT registered motor trader.

### **Significant or Unusual Exclusions or Limitations**

#### **What is not covered and General Conditions**

- Your vehicle must be serviced in accordance with the manufacturer's requirements during the period of insurance. You must keep all service invoices as these will be needed when making a claim.
- Any claim that occurs when you are not the registered owner and keeper of the vehicle.
- Any claim that occurs when you are not the insured person and named as the policyholder in your motor insurance policy.
- Any claim where your motor insurance policy offers to provide a replacement vehicle in settlement of your claim, whether you accept it or not.
- Any claim where the motor insurance policy insurer has offered to repair the vehicle but you have requested the claim to be dealt with on a total loss basis.
- Any claim by accident where the rider of the vehicle is under the influence of alcohol, drugs, not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against riding has been given.
- Any loss which may be claimed from any more specific insurance or guarantee.
- Your vehicle is included under the section entitled **Excluded Vehicles**.
- Claims arising as a result of using the vehicle for any of the **Excluded Vehicle Uses**.
- Wear and tear.
- In the case of any claim where you accept an offer of insurance settlement of less than the market value of your vehicle on the date on which your vehicle is deemed to be a total loss by your motor insurance provider, we will settle your claim using the market value on this date.
- If you have purchased your vehicle from a VAT registered motor trader within 30 days of taking this cover, we will not cover any additional costs shown on the vehicle purchase invoice for anything other than the purchase of your vehicle. This includes but is not limited to, motor insurance, warranty, payment protection and recovery, Road Fund licence and accessories fitted other than by the manufacturer, or any outstanding finance carried over from a previous credit agreement including cash back.

- The policy will end on payment of a valid claim.
- Under no circumstances can this policy be transferred to any other person or vehicle.

### **Duration**

This is a monthly renewable policy so cover will apply for a period of one month from the date of commencement. It shall be renewed automatically every month for which the premium is received and accepted by us, until cover ends as described in your policy document under the **Policy Duration/When Cover Ends** section.

### **Cancelling Your Policy**

You have the right to cancel this policy at any time during the period of insurance.

If you cancel within the first 14 days, we will make a full refund of premium provided you have not made or intend to make a claim.

If you have made a claim during the first 14 days, no refund of premium will be given.

If you cancel your policy at any other time, you will need to provide 14 days notice. Because you pay separately for each month of cover, when you cancel your policy we will continue to provide cover for any remaining period for which you have paid, but we will not provide a refund. Please refer to the **Cancelling Your Policy** section for full cancellation terms and conditions.

### **Claim Notification**

To make a claim, please telephone the claims office on telephone number 0247 652 7831.

### **Making Yourself Heard**

Any complaint you may have should in the first instance be addressed to A1 Warranty Services customer services or the claims office, as applicable.

If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Head of Customer Care at AXA Insurance UK plc.

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

Full details of addresses and contact numbers can be found in the **Making Yourself Heard** section of 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](http://www.FSCS.org.uk)

## Understanding Your Policy

*This **policy** is underwritten by AXA Insurance UK plc, Registered in England No: 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.*

The **policy** is administered by A1 Warranty Services Ltd on behalf of AXA Insurance UK plc. A1 Warranty Services Ltd is an appointed representative of Lumley Auto Ltd. Lumley Auto Ltd is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Please refer to **your policy** schedule for confirmation of the cover **you** have been supplied with or have purchased.

Please read this **policy** carefully and make sure **you** understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the **policy** becoming void. Please ensure **you** keep it in a safe place so **you** can read it again if **you** need to.

**Your** attention is drawn to the complaints procedure in the section entitled Making Yourself Heard.

### The Policy

The information **you** have supplied forms part of the contract of insurance with **us**. The **policy** schedule and this **policy** are evidence of that contract.

The **policy** contains details of the insurance cover **you** have been supplied with or have purchased, what is excluded from cover and the conditions of this insurance. The **policy** should be read in conjunction with the **policy** schedule.

### The Policy Schedule

This must be kept with the **policy** and contains **your** details, details of the **vehicle**, details of the cover provided to **you** under this **policy** and the **period of insurance**. Please check that the information contained in the schedule is correct and that it meets **your** requirements. If it does not, please immediately contact the **administrator** or the **agent** who arranged this insurance for **you**.

### The Law Applicable to This Policy

**You** and **we** are free to choose the laws applicable to the **policy**. As **we** are based in England, **we** propose to apply the laws of England and Wales and by receiving or purchasing this **policy you** have agreed to this.

### Legal Rights

This insurance is in addition to **your** legal rights and is not to be substituted for the supplier's liability if the **vehicle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.

## Definitions

*Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **policy** and will appear in **bold**.*

1. **Administrator** means A1 Warranty Services Limited, whose address is 3rd Floor, 4 Copthall House, Station Square, Coventry CV1 2FL. Customer services telephone number: 0247 652 7812.
2. **Agent** means the party, person or company who has arranged this insurance on **your** behalf.
3. **Agreed valuation** means the value of the **vehicle** based on the retail valuation in the Glass's Guide for a vehicle of the same age, make, model trim level, recorded mileage and overall condition at the **date of commencement**. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of **your vehicle** is such that this would affect the value. There will be no value allowance for non standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and or value. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.
4. **Claims office** means A1 Warranty Services Limited, whose address is 3rd Floor, 4 Copthall House, Station Square, Coventry CV1 2FL. Claims telephone number: 0247 652 7831.
5. **Date of commencement** means the start date of this cover, stated on **your policy** schedule.
6. **Date of loss** means the date of the incident to the **vehicle**, in respect of which a **total loss** is subsequently paid under **your motor insurance policy**.
7. **Duration** means the length of time that this **policy** operates as stated on the **policy** schedule as determined by the **expiry date**.
8. **Expiry date** means the earliest of the following dates:
  - a) The date on which **you** fail to pay **your monthly premium** when it becomes due.
  - b) The date **we** cancel **your policy** on receipt of **your** authority.
  - c) The date **we** cancel **your policy** following at least 21 days written notice from **us**.
  - d) The date on which **your** circumstances change if any such change renders the cover invalid.
  - e) The **expiry date** as stated on **your policy** schedule.
9. **Insured value** means the amount **you** receive under **your motor insurance policy** in respect of the **vehicle** as a result of a **total loss**.
10. **Market value** is based on the mid point between the retail and trade valuations in the Glass's Guide for

- a **vehicle** of the same age, make, model trim level, recorded mileage and overall condition on the **date of loss**. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of **your vehicle** is such that this would affect the value. There will be no value allowance for non standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and or value. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value used **vehicles**.
11. **Monthly premium** means the premium shown on **your policy** schedule that **you** pay monthly by Direct Debit.
  12. **Motor insurance policy** means a **policy** of motor insurance which is maintained in **your** name throughout the **period of insurance**, is issued by an insurer authorised in the United Kingdom and covers **your vehicle** in respect of accidental damage, fire and theft (comprehensive policy) or covers **your vehicle** for third party, fire and theft (in which case **we** will only make a payment if **you** receive a **total loss** settlement from either **your** insurer or the third party's insurer).
  13. **Original purchase price** means the purchase price **you** paid for the **vehicle** from a VAT registered motor trader (including manufacturer fitted accessories that were fitted at the time of manufacture) but excluding any amount financed above the **agreed valuation of your vehicle**.
  14. **Period of insurance** means the maximum length of time that this **policy** operates, as stated on the **policy** schedule.
  15. **Policy** means **your policy** booklet and most recent **policy** schedule which includes any endorsements.
  16. **Sum insured** means the maximum amount that can be claimed in total within 12 months of the **date of commencement** of this insurance as shown on **your policy** schedule and each subsequent 12 month period thereafter. Please refer to **your policy** schedule for further details.
  17. **Total Loss** means when a claim has been made under **your motor insurance policy** and the claim has been settled, with the **vehicle** salvage forfeited and a **total loss** payment made in full and final settlement.
  18. **Vehicle** means only the **vehicle** as stated on the **policy** schedule. Please refer to the Excluded Vehicles section for details of vehicles excluded from cover.
  19. **We/us/our** means AXA Insurance UK plc. Registered in England No. 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD.
  20. **Wear and tear** means the gradual deterioration associated with the use, age and mileage of the **vehicle**.
  21. **You/your** means the policyholder named on the **policy** schedule.

## What is Covered

*This insurance is designed to pay for the financial shortfall between the amount **you** receive from **your motor insurance policy** in the event of **your vehicle** being a **total loss** following damage, fire or theft and the **agreed valuation at date of commencement** as stated on **your policy schedule**.*

The **original purchase price** may be used as the basis of valuation if **you** purchased insurance cover within 30 days of **your** purchase of the **vehicle** from a VAT registered motor trader.

Subject to the conditions and exclusions set out in this **policy**, **you** are covered up to the **sum insured** as shown on **your policy** schedule.

### Other Benefits

This insurance also includes the following benefits, subject to the conditions and exclusions of this **policy**.

### Overseas Use

This **policy** covers overseas use for a maximum of 60 days continual use during the **period of insurance**, subject

to the terms, conditions and exclusions of this **policy**.

Under no circumstances can this **policy** be transferred to any other person or **vehicle**.

Please contact **us** should **you** replace **your vehicle** or in the event that **your motor insurance policy** provider replaces **your vehicle** in the event of a **total loss**. **We** will then provide a new valuation and premium details should **you** wish to cover the replacement **vehicle**.

### Sum Insured

Please refer to **your policy** schedule for the **sum insured** applicable to this **policy**.

This **policy** will end on payment of a valid claim.

## What is Not Covered

The following are excluded from cover provided under this **policy**:

1. Any **total loss** where the fault or incidence leading to **total loss** occurred before the **date of commencement** of this **policy**.
2. Any incidence of malicious damage or theft, which is not accompanied
3. Any **total loss** where the **vehicle** is stolen by any person having access to the keys of the **vehicle** unless the keys are obtained using forcible and violent means.
4. Any **total loss** by accident where the rider of the **vehicle** is under

- the influence of alcohol, drugs, not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against riding has been given.
5. Any **total loss** which is not subject of a claim payment under the damage, fire or theft sections of a **motor insurance policy**.
  6. Any additional costs shown on **your vehicle** invoice for anything other than the purchase of **your vehicle**. This includes, but is not limited to, motor insurance, warranty, payment protection, recovery, Road Fund licence, accessories fitted other than by the manufacturer.
  7. Any amount deducted by **your motor insurance policy** insurer in respect of but not limited to salvage, excess, **wear and tear** or pre-existing damage to the **vehicle**.
  8. Any claim arising from a **total loss** where **you** have accepted a replacement **vehicle** under terms offered by **your motor insurance policy**.
  9. Any costs incurred in excess of, or outside of, the liability under this insurance. It is **your** responsibility to meet any costs in excess of, or rejected, as not being **our** liability.
  10. Any costs resulting from using **your vehicle** for any use in the Excluded Vehicle Uses section.
  11. Any form of consequential loss or any depreciation or diminution in the value of the **vehicle** other than as specified in the What is Covered section.
  12. Any liability where the **vehicle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.
  13. Any liability in respect of **your vehicle** after the **policy** has been transferred to a replacement **vehicle**.
  14. VAT where **you** are VAT registered.
  15. Any **total loss** of any nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, or unlawful on **your** part.
  16. Any **total loss** incurred whilst **your vehicle** is outside the United Kingdom for more than 60 days consecutively.
  17. Any **total loss** due to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by computer viruses.
  18. Any **total loss** due to the failure, or fear of failure, or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.
  19. Any **total loss** where the repair, replacement, loss, damage or liability is claimable on a more specific warranty or guarantee.
  20. **Wear and tear.**
- Under no circumstances can this **policy** be transferred to any other person or **vehicle**.

## Excluded Vehicles

The following **vehicles** and uses are excluded from cover provided under this **policy**.

### Vehicles:

- Modified from the manufacturer's specification.
- Which include any experimental equipment, whether or not supplied by the manufacturer.
- Owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor **vehicles**.
- Which are not classified as motorcycles by the DLVA.
- Specifically designed for primary sale in Northern, Southern and Central America.
- Powered by fuel cell or liquid petroleum gas (LPG).
- With a minimum value of less than £1,500 at inception of this **policy**.
- Over 8 years old or have travelled more than 40,000 miles at **date of commencement**.

## Excluded Vehicle Uses

Any **vehicle** used for competition, trial (other than treasure hunts), track days, rally, racing, pace making or off road use. Any **vehicle** used for hire or

reward, transportation of goods, motorcycle training school, delivery courier and emergency or recovery services.

## **Policy Duration/When Cover Ends**

This is a monthly renewable **policy** so cover will apply for a period of one month from the **date of commencement**. It shall be renewed automatically every month for which the premium is received and accepted by **us** and will continue until:

- cancelled in writing by either party
- the **expiry date** shown on **your policy** schedule
- **you** fail to pay **your monthly premium**.

**We** reserve the right to revise the premium payable by providing a minimum of 21 days prior written notice by registered post to **your** last known address. As **you** pay separately for each month of cover, if **you** choose not to accept the revised premium **you** may cancel **your policy** and **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

## Claims Conditions and How to Make a Claim

**You** must comply with the following instructions to have the full protection of **your policy**. If **you** do not comply with them **we** may, at **our** option:

- cancel the **policy**
- refuse to deal with **your** claim
- reduce the amount of the claim payment.

### Offer of Settlement

If **you** accept an offer of settlement in respect of a **total loss** from **your motor insurance policy** of less than the **market value** of **your vehicle** at the **date of loss**, then **we** will settle **your** claim using the **market value**.

### Protect the Damaged Vehicle

**You** must take all reasonable steps to safeguard the **vehicle** in the event of damage occurring to **your vehicle**.

### Malicious Damage and Theft

In the case of malicious damage or theft, **you** must report the incident to the police and advise the **claims office** of **your** valid crime reference number.

### Fraud

**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
- shall not pay any other claim which has been made or will be made under the **policy**
- may at **our** option declare the **policy** void
- shall be entitled to recover from **you** the amount of any claim already paid under the **policy**
- shall not make any return of premium
- may inform the police of the circumstances.

### Subrogation

**We** may, at **our** option, take any steps in **your** name against any person including, but not limited to **your motor insurance policy** provider to recover any money **we** pay in settlement of **your** claim. **You** must give **us** all assistance necessary. **We** may also at **our** option take over negotiations with **your motor insurance policy** provider in respect of **your total loss** claim.

### Making a Claim

If a **total loss** occurs please help the **claims office** by reporting **your** claim according to the following procedure. All claims must be made as soon as reasonable and in any case, no more than 30 working days after it becomes apparent that **your vehicle** will be declared a **total loss** by **your motor insurance policy** provider.

### Contact the Claims Office

**You** are required to contact the **claims office** so that the claims procedure can be fully explained to **you**.

The claim notification telephone number is 0247 652 7831. Telephone calls may be recorded for monitoring and training purposes.

### Claims Authorisation

For claims authorisation, **you** must confirm:

- **Your policy** number and **vehicle** details.
- The exact mileage of **your vehicle** at the time of **total loss**.
- The cause of **total loss**.

A claim form will be sent to **you** for completion and return.

### Payment

No benefit shall become payable under this **policy** until **we** have received proof to our satisfaction of:

- Payment of the claim for **total loss** under the **motor insurance policy** stating the insurance settlement figure.
- Cause of **total loss**.
- Valid crime reference number in the case of malicious damage or theft.
- The **agreed valuation** at the **date of commencement** and the **market value** at the **date of loss**.
- If **you** purchased **your policy** within 30 days of purchase of **your vehicle** from a VAT registered motor trader, **we** will require the original invoice detailing the **original**

**purchase price** of **your vehicle** from the VAT registered motor trader, if this is not supplied **we** will use the **agreed valuation** at the **date of commencement**.

- Service history of **your vehicle** since **date of commencement**, if requested by the **claims office**.
- Any other evidence which may be reasonably required by **us**.

The **administrator** will not be held responsible for any costs incurred due to a delay in acquiring or submitting details.

If any part of **your** claim is declined **you** may request the reason in writing. Please contact the **claims office**.

### Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **claims office** reserves the right to instruct an engineer to inspect **your vehicle** before authorising any claim.

When this right is exercised **we** shall have no liability for any loss incurred by **you** arising from any possible delay. Any decision on liability will be withheld until the engineer's report is received.

### Salvage

**We** accept no liability for the disposal of **your vehicle** or any parts of it in any event.

### Overseas Use

In the event of **total loss** outside of the United Kingdom, all terms, conditions and exclusions of this **policy** apply.

## 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**.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

### 1. Servicing Requirements

**Your vehicle** must be serviced at a repairer in accordance with the manufacturer's recommendations detailed in the **vehicle's** servicing handbook within a tolerance of 30 days or 500 miles, whichever occurs first, of the stipulated service interval. It is **your** responsibility to establish **your vehicle** manufacturer's servicing schedules and to comply with them by both time and mileage whichever is the sooner.

### 2. Vehicle Checks

Between services **you** must ensure that the regular **vehicle** checks are carried out, as recommended by the manufacturer and stated in the servicing handbook, for example: fluid level checks.

### 3. Changes in Your Circumstances

**You** must notify **us** immediately of any change which may affect this insurance and in particular any of the following: change of address, change of registration number, or change of use of the **vehicle**. **We** will then advise **you** of any change in terms.

### 4. Change of Vehicle

Please contact **us** should **you** replace **your vehicle** or in the event that **your motor insurance policy** provider replaces **your vehicle** in the event of a **total loss**. **We** will then provide a new valuation and premium details should **you** wish to cover the replacement **vehicle**.

### 5. Vehicle Registration

**Your vehicle** must be permanently registered in the UK during the **period of insurance** and insured by a **motor insurance policy** issued by an insurer authorised in the UK during the **period of insurance**.

## Cancelling Your Policy

### Statutory Cancellation Rights

If **you** cancel within 14 days of receipt of the **policy documents**, **we** will make a full refund of premium, unless **you** have made a **total loss** claim.

There is no refund of premium in the event a **total loss** claim has been made or is pending.

**You** must tell us by writing to:

Administration Office  
A1 Warranty Services Ltd  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

### Cancellation Outside the Statutory Period

**You** may cancel this **policy** at any time by providing 14 days written notice to:

Administration Office  
A1 Warranty Services Ltd  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

If **you** cancel this **policy** after the first 14 days of receipt of the **policy** no premium refund will be given.

Because **you** pay separately for each month of cover, when **you** cancel **your policy**, **we** will continue to provide cover for any remaining period for which **you** have paid but **we** will not provide a refund.

### Cancellation by Us

**We** reserve the right to cancel the **policy** by providing 21 days prior written notice by registered post to **your** last known address.

There is no refund of premium in the event a **total loss** claim has been made or is pending.

As **you** pay separately for each month of cover, when **we** cancel **your policy** **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

### Non-payment of Premiums

**We** reserve the right to cancel this **policy** immediately on written notice in the event **your monthly premium** has remained unpaid by **you** for a period of 7 days after it is due.

### Varying Premiums

**We** reserve the right to revise the **monthly premium** payable by providing a minimum of 21 days prior written notice by registered post to **your** last known address. As **you** pay separately for each month of cover, if **you** choose not to accept the revised **monthly premium** **you** may cancel **your policy** and **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

## 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, please contact:

Customer Services  
A1 Warranty Services Limited  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

Tel: 0247 652 7812

Email: [info@A1warranty.com](mailto:info@A1warranty.com)

If B, please contact:

Claims office  
A1 Warranty Services Limited  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

Tel: 0247 652 7831

E mail: [claims@A1warranty.com](mailto:claims@A1warranty.com)

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.

- 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 – Contacting AXA Head Office**

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If **your** complaint is one of the few that cannot be resolved by this stage, please 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

### **Step Three – Beyond AXA**

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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: 0207 964 1001

Referral to the FOS will not affect **your** right to take legal action against **us**.

### **Our Promise to You**

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- 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 information from complaints to continuously improve **our** service.

To help **us** improve **our** service **we** may record or monitor phone calls.

### **Data Protection Act**

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Details of **you** and **your** insurance cover will be held by **us** and the **administrator** in their records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998. **We** may send it in confidence for processing to other companies in the AXA Group (or companies acting on **our** instructions) including those located outside the European Economic Area. By taking out this **policy you** consent to such use of **your** personal data.

AXA is a world leader in wealth management and financial protection, managing funds worth more than €1,315 billion (as at 31st December 2006). We operate in around 50 countries and serve 52 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. These include investments, life assurance, retirement planning, long term care, asset management, medical insurance, dental and hospital care services as well as motor and home insurance.

**With our expertise and commitment to customer service and consistent quality care, you can rely on AXA for lasting security.**



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