

policy document / **motor breakdown**



**great service and
better benefits**

August 2011

redefining / standards



If you need breakdown assistance, please call our 24-hour claims helpline on:

1890 776 767

+353 (0) 9064 86332

in Europe, UK and Northern Ireland

AXA Motor Breakdown

This policy is underwritten by Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

AXA Assistance operates the 24-hour motoring assistance helpline. This insurance is effected in Ireland and is subject to the Laws of the Republic of Ireland

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) regulated in the UK and subjected to limited supervision by the Central Bank of Ireland. The address of the Central Bank of Ireland is P.O. Box 559, Dame Street Dublin 2. Information can be obtained either by phoning to their Consumer Helpline +353 1 224 4000 or by visiting the following website: www.centralbank.ie. This document sets out the terms and conditions of your cover and it is important that you read it carefully.

Each section of cover confirms what is and is not covered. There are also general exclusions that apply to all sections of cover and general conditions that you must comply with for the policy to operate. If you find that the cover does not meet your needs, contact 1890 253 187 within 14 days of receipt of this document. We will arrange to cancel your policy.

contents of your policy

Section	Page number
Definitions	5
How to claim	7
Section A Roadside Assistance and Recovery in Ireland	8
Section B Roadside Assistance and Recovery in Ireland and UK	9
Section C Home Assistance in Ireland	10
Section D Breakdown in Europe	11
Section E General exclusions applying to all parts of this policy	15
Section F General conditions applying to all parts of this policy	17
Caring for you	19

definitions

Wherever the following words and phrases appear in bold in this document they will always have these meanings:

We/Us/Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. Registered No: FC008998.

You/Your/Driver

The policyholder or any person driving with your permission, and/or any passenger in the insured vehicle (maximum 7 people including the driver).

Vehicle(s)

Vehicle means the private car, van or motorcycle which is under 16 years of age, does not exceed 3,500 kg in gross weight, 5.1m in length, 1.95m in height and 2.1m in width, insured under your policy, as shown on the Motoring Assistance Schedule, details of which have been provided to Inter Partner Assistance SA and for which, the appropriate premium has been paid and received by Inter Partner Assistance SA. Commercial vehicles are not covered under this policy.

If your vehicle breaks down while you are towing a caravan or trailer we will recover your vehicle and the caravan or trailer as long as the caravan or trailer is not more than 8m in length, 3m in height and 2.25m in width. You must carry a serviceable spare tyre and wheel for your vehicle, caravan or trailer, if it is designed to carry one.

Your Home

The Irish address last notified to us as your permanent residence or place where your vehicle is normally kept.

Breakdown

Immobilisation of the vehicle as a result of mechanical breakdown, act of vandalism, fire or attempted/recovered theft, loss or theft of keys, breakage of keys in the lock, or keys locked into the car, flat tyre, lack of fuel, flat battery, occurring within Ireland (or Western European territorial limits if the appropriate premium has been paid) during the period of cover.

Irish/Ireland

Republic Of Ireland.

Period of Cover

The period to which the insurance applies and is stated on your Motoring Assistance Schedule

AXA Assistance

AXA Assistance (Ireland) Limited, N6 Kilmartin Centre, Athlone, Co. Westmeath

The cover detailed under each section will only apply if it is shown on your current Motoring Assistance Schedule. Cover is subject to the General Conditions and General Exclusions detailed in sections E and F

how to claim

To obtain emergency assistance contact:

1890 776 767

(+353 (0) 9064 86332 in Europe,
UK and Northern Ireland)

You should have the following information available upon request:

- The **vehicle's** registration number
- **Your** name
- **Your** Policy Number
- The make and model of the **vehicle**
- The colour of the **vehicle**
- The location of the **vehicle**
- An indication as to the nature of the problem

In the event of a **breakdown** on the motorway, proceed to the nearest SOS Emergency Telephone Box. Ask the Police to contact the 24-Hour EMERGENCY Helpline on the above number. Be prepared to provide the additional information together with the number of the SOS Emergency Telephone Box.

Only by calling the Emergency Helpline numbers, will you be able to claim for the services provided.

section A: roadside assistance and local recovery in Ireland

What is covered:

1. If **your vehicle** is immobilised as a result of a **breakdown**, we will arrange and pay for a vehicle rescue operator to come to the place of the **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. If **your vehicle** cannot be made roadworthy at the place of **breakdown**, we will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable local garage for it to be repaired at **your** cost.
3. **Completing the Journey** - If repairs cannot be completed on the same day, we can arrange to have you and your passengers (but not hitchhikers) taken home or to your original intended destination within Ireland. We will arrange and pay for one of the following options, which we will decide.
 - a To transport you and your passengers to the intended destination, and take your car to the nearest repairer, or nearest repairer to your home or chosen destination if this is closer.
 - b Accommodation and expenses for one night, limited to bed and breakfast while you and your passengers are waiting for repairs to your car to be completed. The most we will pay is €31.75 for each person and €127 in total.
 - c Hiring a suitable vehicle for up to 48 hours as long as this is not more than the benefit we would have paid under the option above. We may provide public transport for you to return to the repairer to reclaim your car after it is repaired.
 - d Any other solution which, we believe, is the most suitable to help you and arrange for your car to be repaired and transported.
4. **If your car is stolen** - If you are away from home and your car is stolen, we will arrange one of the benefits listed above to get you to your home or your intended destination.

What is not covered:

1. Anything mentioned in the general exclusions.

section B: roadside assistance and recovery in Ireland and UK

The cover in this section will only apply if it is shown on your current Motoring Assistance Schedule.

What is covered:

1. If **your vehicle** is immobilised as a result of a **breakdown**, we will arrange and pay for a vehicle rescue operator to come to the place of the **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. If **your vehicle** cannot be made roadworthy at the place of **breakdown**, we will arrange and pay for your **vehicle** together with the **driver** and up to six passengers to be taken to a location of your choice on the Island of Ireland, or the nearest competent repairer in the UK, for it to be repaired at **your** cost.
3. **Completing the Journey** - If repairs cannot be completed on the same day, we can arrange to have you and your passengers (but not hitchhikers) taken home or to your original intended destination within Ireland or in the UK. We will arrange and pay for one of the following options, which we will decide.
 - a To transport you and your passengers to the intended destination, and take your car to the nearest repairer, or nearest repairer to your home or chosen destination if this is closer.
 - b Accommodation and expenses for one night, limited to bed and breakfast while you and your passengers are waiting for repairs to your car to be completed. The most we will pay is €31.75 for each person and €127 in total.
 - c Hiring a suitable vehicle for up to 48 hours as long as this is not more than the benefit we would have paid under the option above. We may provide public transport for you to return to the repairer to reclaim your car after it is repaired.
 - d Any other solution which, we believe, is the most suitable to help you and arrange for your car to be repaired and transported.
4. **If your car is stolen** - If you are away from home and your car is stolen, we will arrange one of the benefits listed above to get you to your home or your intended destination.

What is not covered:

1. Anything mentioned in the general exclusions

section C: home assistance in Ireland

The cover in this section will only apply if it is shown on your current Motoring Assistance Schedule.

What is covered:

1. In the event that **your vehicle** is immobilised as a result of a **breakdown**, at or within a one kilometre radius of **your home**, **we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for your vehicle to be taken to a suitable garage for it to be repaired at **your** cost.

What is not covered:

1. **Anything mentioned in the general exclusions.**

section D: breakdown in Europe

The cover in this section will only apply if it is shown on **your** current Motoring Assistance Schedule.

In addition to those detailed in the Irish section, wherever the following words and phrases appear in bold in this document and Motoring Assistance Schedule they will always have these meanings:

Journey

A return trip in **your vehicle** between **your home** in **Ireland** and **your** destination abroad, within the territorial limits, which does not exceed 31 consecutive days, or no more than 90 days in total during the **period of cover**.

Unless otherwise stated cover in section A only applies in the European countries listed below:

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City, and dependent Islands, within the geographical area of Europe, of the aforementioned countries.

D1) Before travel abroad starts

The benefits shown under section A4 below also apply in the **Ireland** providing that the **breakdown** happens during **your journey**.

D2) Roadside Assistance & Towing

What is covered:

1. In the event that **your vehicle** is immobilised as a result of a **breakdown**, **we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
2. If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to six passengers to be taken to a suitable garage, for it to be repaired at **your** cost.

3. Labour charges and/or replacement parts up to €300 for immediate emergency repairs which are necessary to make **your vehicle** secure following the theft or attempted theft of the **vehicle** or its contents.

What is not covered:

1. The cost of paint work and other cosmetic items.
2. Any amounts for making the **vehicle** secure once **you** have returned to **Ireland**.
3. Anything mentioned in the general exclusions.

D3) Delivering replacement parts

What is covered:

1. If replacement parts are not available locally to repair the **vehicle** following a **breakdown we** will arrange and pay to have them delivered to **you** or an agreed location as quickly as reasonably possible.

What is not covered:

1. The actual cost of replacement parts and any customs duty. This must be paid to **us** using a credit or charge card, or at **our** discretion, any other payment method.
2. Any amount if the replacement parts can be obtained locally.
3. Anything mentioned in the general exclusions.

D4) Loss of use of your vehicle

What is covered:

If during **your journey your vehicle** is immobilised or made unroadworthy as a result of a **breakdown** and will take at least 8 hours to repair, or has been stolen and not recovered within 8 hours, **we** will arrange and pay for any one of the following:

1. To transport **you, your** passengers and luggage to **your** intended destination, and then return you to **your vehicle** once it has been repaired, or, for a **driver** to bring **your vehicle** to **your** holiday location once it has been repaired.
2. The cost of hiring an alternative car while **your vehicle** is being repaired up to €105 per day and €1,025 in total.

3. Bed and Breakfast expenses up to €45 per person per day (€750 in total for **your** whole party) while **your vehicle** is being repaired, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back.

Please note: **We** will choose the most appropriate solution from one of the above options.

What is not covered:

1. The cost of fuel or lubricants **you** use in the hire vehicle.
2. Anything mentioned in the general exclusions.

D5) If you become ill or injured and can't drive

What is covered:

1. As long as **you** have medical proof that **you** can't drive, and no one else in **your** party can drive **you** home, we will pay for a qualified driver to bring you, **your** passengers and **your vehicle** home.

What is not covered:

1. Anything mentioned in the general exclusions.

D6) If you can't use your own vehicle to get home

What is covered:

If following a **breakdown your vehicle** is still not repaired or roadworthy when it is time for **you** to return home, **we** will pay for suitable transport to get **you, your** passengers and **your** luggage home, and up to €225 towards alternative travel costs in Ireland while **you** wait for **your** own **vehicle**. We will also pay for:

1. Transporting **your vehicle** to **your** home or **your** chosen repairer in **Ireland**
2. OR the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for **you** to go and fetch **your vehicle** once it has been repaired or found.
3. AND any storage charges (up to a total of €150) while it is waiting for repair, collection or transportation **home**.

What is not covered:

1. Any costs and expenses **you** would have incurred anyway for travelling **home**.
2. Loss or damage to personal possessions left in, on or near the **vehicle**.
3. The return of **your vehicle** to Ireland if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in **Ireland**.
4. The return of **your vehicle** to **Ireland** if repairs can be completed locally and you are either unable or unwilling to allow this to happen.
5. Anything mentioned in the general exclusions

section E: general exclusions applying to all parts of this policy

What is not covered:

1. Any **breakdown** that happens during the first 24 hours after cover is taken out for the first time, except for benefits shown under Section A, which are available immediately.
2. The cost of replacement fuel or for any spare parts required to restore the mobility of **your vehicle** or for any costs incurred as a result of the unavailability of replacement parts.
3. Labour costs of more than 1 hour for roadside assistance.
4. If **we** consider that a locksmith, body, glass or tyre specialist is needed, **we** will try to arrange these for **you** but **you** will have to pay for their services.
5. The cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.
6. Any costs for **vehicles**, which have not been maintained and operated in accordance with the manufacturer's specifications.
7. Any call out or recovery costs incurred in **Ireland** following a **breakdown** where the police or other emergency service insist on immediate recovery by a third party.
8. Assistance or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
9. **We** will not be liable for any Specialist Recovery costs incurred.
10. Damage or costs incurred as a direct result of gaining access to **your vehicle** following your request for assistance.
11. Losses of any kind that comes from providing, or delay in providing, the services this cover relates to (for example, a loss of earnings, the cost of food and drink and costs we have not agreed beforehand).
12. Transportation of horses or livestock. Onward transportation of any animal in **your vehicle** shall be at **our** discretion and solely at **your** risk.
13. Any costs for **vehicles** that have broken down or are not roadworthy when cover was taken out.
14. The costs incurred in obtaining a spare wheel or tyre for roadside repair where **you** are unable to provide a serviceable spare wheel or tyre. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.
15. If **your vehicle** has been modified for, or is taking part in, racing, trials or rallying.

16. Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
17. Recovery where **your vehicle** is carrying more occupants than a **driver** and up to 6 passengers or a greater weight, than for which the **vehicle** was designed, or where the **vehicle** is being used unreasonably on unsuitable terrain.
18. Recovery or assistance where the **vehicle** exceeds 3,500 kg gross **vehicle** weight or 5.1m in length, 1.95m in height and 2.1m in width.
19. Recovery or assistance where **your vehicle** is being used for the carriage of people for hire or reward, unless **we** have agreed this with **you**.
20. Recovery or assistance where the **vehicle** is being used for the carriage of commercial goods.
21. Any claim arising from the driving of **your vehicle** with **your** consent by:
 - a. any person who **you** know does not have a valid IRL/UK driving licence or
 - b. is not keeping to the conditions of their driving license.
22. Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.
23. Recovery costs following a road traffic accident or other incident normally covered by a motor insurance policy.
24. Any loss or damage caused to **your vehicle**, or any loss or expense arising from or contributed to by:
 - a. Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - b. The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
25. Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
26. Any loss or damage caused by riot or civil commotion that happens outside **Ireland**
27. Mobile phone and telephone call costs are not covered under your policy in any circumstances.

section F: general conditions applying to all parts of this policy

1. **Your vehicle** must be permanently registered in **Ireland** and if appropriate have a current NCT/MOT certificate. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications. It must be under 16 years old since first registration.
2. If **we** arrange for temporary roadside repairs to be carried out following damage to **your vehicle**, or **we** provide recovery to **your** nominated destination, **we** shall not be liable to provide further assistance in respect of the same incident or insured event.
3. No benefit shall be payable unless **you** contact **us** via the emergency telephone numbers provided. **You** must not seek to contact any agent or repairer direct.
4. **You** are responsible for the safety of **your vehicle** and its contents and, unless incapacitated, or by arrangement with **us** or **our** agent, **you** must be in attendance at **your vehicle** at the estimated time we advise that assistance can be expected.
5. **Your** policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Inter Partner Assistance SA.
6. **You** will have to pay the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your vehicle** is moved, recovered or repaired by any other means.
7. **You** will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.
8. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
9. **We** shall be entitled to request all reasonable assistance from **you** to conduct proceedings in **your** name for Inter Partner Assistance SA's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
10. **You** shall carry a serviceable spare tyre and wheel for **your vehicle** and any attached caravan or trailer. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.

11. **We** reserve the right to nominate a suitable garage equipped to undertake repair, at **your** expense, rather than recover an immobilised **vehicle**, where effective repairs can be completed within 8 Hours.
12. If **we** arrange for temporary roadside repairs to be carried out to **your vehicle**, **you** are required to then immediately arrange for any permanent repair that may be necessary.
13. If **your vehicle** needs to be taken to a garage after a **breakdown**, it must be in an easily accessible position for a recovery **vehicle** to load. If this is not the case **you** will have to pay an emergency recovery fee.
14. **You** will have to pay for parts, components or other products used in the repair of **your vehicle**.
15. **We** will not arrange for assistance where **your vehicle** is considered to be dangerous or illegal to repair or transport.
16. Inter Partner Assistance SA shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault; and no more than four in any 12 month period.
17. If **you** are covered for **breakdown** by any other insurance policy or warranty **you** must tell **us**.
18. Should **you** be unwilling to accept **our** decision or that of **our** agents on the most suitable form of assistance to be provided, **we** will pay not more than €75 for any one **breakdown** towards **your** preferred form of assistance.
19. **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available. **We** will do **our** best to arrange a vehicle of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes, or other accessories included. Hire cars are provided subject to you meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or to be brought back to **Ireland**.
20. The parties to this insurance are **you** and **us** and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.
21. Any reduction in cover will only be allowed at renewal of the cover.
22. We may cancel this policy by giving **you** fourteen days notice by recorded delivery to **your** last known **Irish** address.

caring for you

Our Promise of Service

We make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

Complaints Procedure

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: AXA Assistance Ireland, N6 Kilmartin Centre, Athlone, Co. Westmeath or telephone 0906 486300

If it is impossible to reach an agreement you have the right to make an appeal to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or telephone 01 662 0899 or Email enquiries@financialombudsman.ie.

The existence of these procedures does not affect your right to take legal proceedings.

In addition Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website www.fscs.org.uk

Data Protection Act

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Alternative Format

Please contact us on 1890 253 187 if you would like a copy of these terms in alternative format such as large print or audio.

questions, problems? / **we're here to help**

- If you need breakdown assistance,
please call our 24-hour claims helpline on:

1890 776 767

+353 (0) 9064 86332 in Europe,
UK and Northern Ireland

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