

# policy document / **car insurance**



**great service and  
better benefits**

ROI July 2012



Here to help

**redefining** / standards



# caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- email: [axacustomer care@axa.ie](mailto:axacustomer care@axa.ie); or
- write to AXA Insurance, Customer Care Department, Freepost, Dublin 1.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

- the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90. Fax: 01 6620890.  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Our promise to you

- We will reply to your complaint within five working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

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## Need to find something quickly?

Check out our frequently asked questions on the inside back cover!

# definitions

Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.



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**Certificate of insurance** – Evidence of your motor insurance that we issue. It shows who is covered to drive your car and the purposes for which it can be used. It also says if you are covered to drive any other car.

**Deception** – Where false information is used to make an unfair or unlawful gain.

**Endorsement** – An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

**Europe** – Any member state of the European Union and any other country that is a current member of the green-card system (providing we have issued you with a Green card).

**Excess** – The first part of any claim which you have to pay.

**Ireland** – The Republic of Ireland

**Market value** – The amount you would have got for your car if you offered it for sale.

**Misrepresentation** – Where a false statement of fact is made from one party to another and has the effect of inducing that party into a contract.

**Period of insurance** – the period for which we have accepted your premium.

**Personal belongings** – Clothes and personal items you own or are looking after.

**Policy** – The contract of insurance between you and us.

**Schedule** – A document which gives your details and the cover provided by your policy. The schedule forms part of this policy.

**UK** – England, Scotland, Wales and Northern Ireland.

**We, our, us** – AXA Insurance Limited.

**You, Your** – The policyholder named in the schedule.

**Your car** – Any motor car whose registration number appears on a valid certificate of insurance under this policy.

# your policy wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer that your contract is with is AXA Insurance Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.

The cover you have bought has many benefits to give you peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully.

Your policy includes:

- the policy wording in this booklet;
- the schedule that has your details and the cover that applies; and
- any endorsement which applies.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in or between Ireland, the UK, the Isle of Man or the Channel Islands.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance Limited



Chief Executive

AXA Insurance Limited

Registered number 136155

Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

# general conditions

We will only provide the insurance described in this policy if:

- the information you gave on your proposal form and declaration is correct and complete; and
- you or anyone claiming protection has kept to all its conditions.

If you do not keep to them, we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim we pay.

We may revise the conditions set out in this document if in our opinion, circumstances outside our control have changed in a way which could not reasonably be predicted at the inception of the policy and where, if we were not to amend this policy the results would be unfair to you or us. Such circumstances may be a change in the law under which the policy operates.

## 1 Cancelling the policy

To cancel the policy, return your certificate of insurance and insurance disc with a written request to: AXA Insurance Limited, Wolfe Tone House, Wolfe Tone Street, Dublin 1, or your local branch.

When we receive your disc and certificate, if you have not claimed or there is no incident that is likely to result in a claim during the current period of insurance, we will work out a refund on the following basis.

- If you have had continuous cover for more than 12 months, we will work out the percentage of premium for the period you have been insured and refund any balance after an administration fee has been taken away.
- If you cancel within the first 14 days, within the first year of insurance, we will work out the premium for the period we have been insuring you on a pro rata basis plus an administration charge. We will refund the balance providing no claims have been made on your policy. You will be charged a pro rata premium or €30 whichever is more for the period you were on risk.
- If you cancel after the first 14 days after receiving the policy documents and within the first year of insurance, we will refund your premium based on the figures in the table.

Period which your policy is in force	Percentage of premium returned
Up to 1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	25%
8 months	20%
9 months	10%
Over 9 months	Nil

We will not refund your premium for optional extras, such as injury to driver.

An additional charge may be applied to Drivesave policies to cover the cost of the Drivesave unit and installation. (Applies to Drivesave policies only)

We will not refund any premium which is less than €15 after we charge the administration fee.

If you have made a claim or there has been any incident that is likely to result in a claim during the current period of insurance, we will not refund your premium.

We will not refund your premium if you are paying it under an instalment scheme (unless you made an overpayment).

We, or our authorised agent, may cancel this policy by giving you 10 days' notice in writing. We will send any notice to your last known address and we must tell the Department of Transport. You must then send us the insurance disc and certificate of insurance.



[Here to help](#)

## 2 Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building-society account, you must keep your payments up to date.

**If you do not, we will withdraw the option to pay by instalments or cancel the policy (or both). You must then return your certificate and disc to us.**

In the event of a claim in the current period of insurance, you must pay the full yearly premium. We have the right to deduct any premium owed to us from any claim we may pay.

## 3 Handling claims against you

We may take over and deal with the defence or settlement of any claim in the name of the insured driver.

## 4 Changes to your policy

You must tell us immediately about any:

- change of car or any other vehicle you buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to you or any other driver of your car;
- change in the driver's health, address or job;
- modifications or alterations to your vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts whether these changes were present when you purchased the car or not;
- change of address;
- change in use or in the main user; or
- other important change.

We may charge an additional premium for these changes and we have the right to consent or decline these changes.

If you are not sure whether or not certain facts are important, please ask us.

The premium we quote you for any change to your policy will include an administration charge.



If a change to your policy, including the administration charge, results in a refund of less than €15, we will not refund it to you.

## **5 If you choose not to or cannot drive your car**

If your car is laid up and out of use, you can suspend your cover by returning your certificate and disc of motor insurance.

We will suspend all cover when we receive the certificate and disc of insurance, except for loss of damage caused by fire and theft, or attempted theft, if we cover fire and theft under the policy.

You are entitled to a refund of 75% of the premium for the period we suspend the policy (80% if cover is third party only) as long as:

- you have not made a claim since last renewal and there is no claim registered or pending on your policy;
- your car is not laid up as a result of a claim;
- the policy is suspended for more than 28 days;
- the policy is not issued or renewed for less than 12 months; and
- you do not make a claim during the period of suspension.

You must pay all premiums due during a period of suspension by the due date including any instalment payments.

## **6 Claims procedure**

If there is an accident, you must immediately do whatever you can to protect the car and its accessories. You or your legal representative must give us full details by phoning the claims helpline (1890 24 7 365 or 003531 8583200) within 48 hours, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

In the event of a claim we may use data from the Drivesave unit to confirm the location of the vehicle at the time of the loss and other available information. (Applies to Drivesave policies only).

## General conditions continued

If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing.

You, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission.

You must also give us or our appointed representative any information and help we need and provide any documents we require to investigate the claim.

If your car is stolen, you must tell us as soon as possible by phoning our claims helpline on 1890 24 7 365. You must also tell the Gardaí.

### **7 Looking after your car**

You must do all you can to prevent injury to other people and protect your car and keep it in a roadworthy condition. If you do not do this, your right to claim under your policy may be affected.

You must let us examine your car at any reasonable time if we ask to do this.

You should ensure that:

- your car is locked and security devices activated when your car is unattended.
- all windows and sunroofs are fully closed when your car is unattended.
- tyres on your car are within the legal requirements.
- you put personal belongings in the boot when your car is unattended.
- your Drivesave unit is not tampered with in any way (applies to Drivesave policies only).

### **8 Other insurance**

If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

### **9 Getting our claims costs back**

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may get that payment back from you or from the person responsible.

## 10 Misrepresentation and Deception

### Definitions:

- Misrepresentation is when someone makes a false statement to another person to encourage that person to enter into a contract.
- Deception is when someone gains something, by making someone else lose something.


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 knew about.

We may take one or more of these actions 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).



Insurance fraud is a crime and penalises innocent drivers.

[Here to help](#)

## General conditions continued

- 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 on any other policy 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 has 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 Garda Síochána of the circumstances

## 11 Dispute Resolution

Any disagreement that we have with you and that we cannot settle between us may be referred to the Financial Services Ombudsman's Bureau.

If the Financial Services Ombudsman's Bureau will not deal with the disagreement, we may agree to refer the dispute to arbitration or mediation.

If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

## 12 Payment

Any money paid under this policy will be paid in euro in Ireland.

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 19 of the Finance Act, 1950, as amended.

## 13 Driving Licence Conditions.

No cover will apply under this policy for any driver who is not meeting the conditions of his/her licence/Learner permit. This includes conditions relating to the class of vehicle being driven, the requirement to be accompanied when driving under a learner permit or any other restriction or condition that may apply.

# section 1

## loss or damage to your car

This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.

### What is covered?

**We** will pay for:

- loss of or damage to your car, and its accessories while in your car, up to the market value of your car;
- the reasonable cost of protecting and removing your car to the nearest competent repairer; and
- if your car is repaired in Ireland, the reasonable cost of delivering your car back to your address.

This will involve:

- repairing your car in an AXA garage or one of your choice; or
- replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- paying the cost of the loss or damage to you or the legal owner if we are told that your car belongs to someone else.

**We** will choose which option is appropriate.

If we choose to repair your car but you choose not to use an AXA garage:

- We will not provide you with a temporary replacement car, and
- We will only pay what our engineer states it would have cost to repair your car in an AXA garage, if the cost of repairs in the garage you choose are higher.

A maximum limit of €200 will operate for all fees connected with towage and storage of your car provided you notify us of any accident or loss within 48 hours. If you notify us after 48 hours we will determine the amount we deem reasonable to pay you for these fees.





#### Here to help

If your car is stolen and is not found or, after it is found is not worth repairing, we will pay you the market value of your car, including accessories and spare parts at the time they are lost, stolen or damaged.

We will also cover accessories and spare parts of your car, which are in your private garage at the time of the loss or damage.

We may choose to repair your car with recycled parts, where appropriate.

We may use parts that have not been made by the car's manufacturer, but they will be of a similar standard. If any lost or damaged parts are no longer available, we will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If your car is being repaired by one of AXA's garages after an accident, fire or theft, we will give you a replacement car for the duration of repairs agreed by our engineer or up to a maximum of 7 days. This car is usually a class-A or economy-class one litre car.

## Fire Brigade Charges

We will pay charges from a local authority (in line with the Fire Services Act 1981) for putting out a fire in your car if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your car using cutting equipment.

The most that we will pay for any one claim is €1,000 and a claim under this section will not effect your No Claims Discount

## Replacement Locks

We will pay you up to €750 towards replacing locks and alarms for your car if the keys for it are stolen from:

- your home if force and violence has been used to get into or out of your home

We will not pay:

- If your keys are stolen by deception or fraud or taken by a member of your family who normally lives with you
- Any loss where the keys are recovered before the locks and alarms are replaced
- For any loss if you do not report the theft of keys immediately to the Gardai or proper police authority. You will need to have provide written proof you have given this notice.

A claim under this section will not effect your No Claims Discount

## Personal Belongings

We will pay you up to €500 for personal belongings carried in your car if they are lost or damaged caused by accident fire, theft or attempted theft

You are not covered for:

- money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
- tools, equipment, goods or samples, carried in connection with any trade or business or property insured by another insurance policy: or
- theft of personal belongings if carried in an open-top or convertible car unless they are kept in the boot
- Satellite Navigational Equipment unless fitted by the Manufacturer or Authorised Dealer as original equipment for the vehicle

A payment under this section will not affect your No Claims Discount

## Salvage (if your car is written off)

We will settle your claim by replacing your car or by paying the market value (or purchase price of your car whichever is the lower) of your car before it was damaged. As part of settling your claim, your car will become our property and you must send us the vehicle licensing document and keys.

You've paid good money so please take the time to understand what you've bought



**Here to help**

## Section 1: Loss and damage to your car continued

### **Replacing your car with a new one**

We will settle your claim by replacing your car with a new one of the same make, model and specification if the car is:

- stolen and not recovered within 28 days; or
- damaged so that repairs will cost more than 60% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage.

**We** will only do this if:

- the loss or damage happens before your car is one year old;
- you have owned the car or hired it under a hire-purchase agreement since it was first registered as new; and
- you, and anyone else we know who has an interest in your car, agree.

If a replacement car of the same make, model and specification is not available, the most we will pay is:

- the market value of your car and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of your car when you bought it less 10%; whichever is higher.

### **Loss of or damage to a car you borrow from another person**

This cover does not apply unless it is shown in your schedule under section 1.

As well as covering you for your legal responsibility to others, we will give you cover as described in section 1. If you have cover under section 2 we will cover damage to any car you are driving (under clause 5(b) of your certificate).

This cover will only apply if:

- the policy schedule shows that your cover is comprehensive;
- the certificate of motor insurance contains the 'driving other cars' clause number 5(b);



- you drive a private passenger vehicle. It does not include:
  - Vans;
  - Car-vans;
  - Jeep type vehicles with no seats in the back; or
  - Vans adapted to carry passengers.
- you are responsible for looking after a car that is being driven under clause 5(b) of the certificate;
- you do not regularly use or drive the car;
- there is no other insurance policy which covers you driving that car (whether or not that policy would cover what is covered by this extended cover);
- the car does not belong to you or your husband, wife or partner;
- you have the owner's permission to drive the car and have been driving it for less than 30 days; and
- the loss or damage happens in Ireland.

The most we will pay under this extended cover is €50,000.

## **Our uninsured driver promise**

If you make a claim for an accident that is not your fault and the driver of the car that hits you is not insured, you will not lose your no claims discount.

Your excess will have to be paid.

### **Conditions:**

We will need:

- the vehicle registration number and the make and model of the car, and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess.

Also, if when your renewal is due investigations are still ongoing, you may lose your no-claim discount temporarily.

However, once we confirm that the accident was the fault of the uninsured driver, we will restore your no claims discount and refund any extra premium you have paid.

This promise is for comprehensive policyholders only.

## Section 1: Loss and damage to your car continued

We don't want any misunderstanding, so the things we don't cover are clearly shown in **BLUE** against a light-blue background.



**Here to help**

### What is not covered under this section of the policy.

#### Excess

You will not have to pay an excess if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft. You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section.

Nor will we seek on your behalf to recover an excess from another person.

Please refer to your schedule to see what excess applies to your policy.

You can reduce your policy excess by €100 if you use an AXA garage.

This reduction is not available to Studentfirst policies.

#### Voluntary Excess

Where a voluntary excess is chosen by you, it will be shown on your policy schedule.

### You are also not covered for the following

- Loss of use or any other resulting loss.
- Reduction in your car's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another car.
- The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

- Loss or damage caused by theft or attempted theft if the car was taken by a member of your family or household or taken by an employee or ex employee of the owner of the car unless you can provide us with written confirmation of notifying Gardai of the theft
- Loss or damage to your car's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.
- Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car
- Loss or damage from using your car in a rally, competition, trial or on any race track, circuit or other prepared course.
- Loss or damage as a result of incorrectly fueling your car or from the use of substandard or contaminated fuel, lubricant or parts
- The cost of importing parts or accessories for your car from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- We will not pay for more than 5% or €650 of the value of your car (whichever is the lesser) unless the equipment was fitted by the Manufacturer or Authorised Dealer as original equipment in accordance with their standard specification for the vehicle. This includes radios, car phones, audio or similar equipment.
- Loss or damage to your car when it is being driven by a driver for whom you have chosen to limit cover to 'liability to others' only.
- The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- Any taxes that you may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or VAT.
- No cover for any car that has modifications unless they were disclosed.
- No cover for any driver than has been disqualified from driving, or has failed to disclose penalty points or motoring convictions.
- No cover for a provisional licence holder/learner permit holder than is not meeting the conditions of his/her licence.
- No cover if the Drivesave unit has been tampered with in any way (applies to Drivesave policies only).

## section 2

### broken glass

Please check your schedule as you may not have this cover.



**Here to help**

Your schedule will show if you have this cover. A claim under this section will not affect your no-claims discount. If you have glass breakage and wish to make a claim, you must telephone 1890 24 7 365. All claims must be verified prior to any repair/replacement work being undertaken.

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of your car.

If you use an AXA approved repairer cover is unlimited, subject to the exceptions below.

If you use your own repairer cover will be limited to €250 per claim and the most we will pay in any one period of insurance is €500.

We will only pay you the market value of the car or the value of the broken glass, whichever is lower.

#### **What is not covered under this section of the policy**

We will not pay for:

- Any amount over €250 for a replacement or €50 for a repair if the work is not carried out by our approved windscreen repairers;
- Any more than two claims under this section during the period of insurance;
- Damaged or broken glass in sunroofs;
- Damaged or broken mirror glass;
- Damaged or broken glass to vehicles that are temporarily covered;
- 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 your car for outside the EU.

## **section 3**

### medical expenses and emergency treatment

We will pay:

- (a) If you, your driver or a passenger in your car suffers accidental bodily injury while travelling in your car up to €200 to each person for medical expenses
- (b) The cost of emergency treatment for injuries caused by or arising out of any car covered under this policy as required by the Road Traffic Acts.

Such payments will not affect your No Claim Discount

## **section 4**

### towing

This policy applies when your car is towing a caravan, trailer or a broken-down vehicle if this is allowed by law and you hold the correct driving licence.

#### **We will not pay claims:**

- if you are being paid to tow the caravan or vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.

## section 5

### liability to others

**This section of the policy applies to damage or injury happening in Europe unless otherwise stated.**

#### **1a Cover for you**

We will pay all amounts you legally have to pay as a result of negligently using your car and any trailer or caravan being towed by it, if you cause the accidental death of, or bodily injury to, any person.

We will also pay up to €30 million if you legally have to pay damages, costs and expenses as a result of negligently using your car and any trailer or caravan being towed by it if you cause accidental damage to property belonging to other people.

#### **1b Driving other cars**

This cover will also apply if you are driving any other car which your certificate of insurance covers you to drive. If you are covered to drive other cars, it will be shown in section 5(b) of your certificate of insurance.

This cover only applies if:

- you do not own the car or you have not hired the car under a hire-purchase agreement;
- it is shown that this cover applies under section 5(b) of your certificate of insurance;
- you have the owner's permission to drive the car; and
- the vehicle is being used within the 'limits for use' shown in your current certificate of motor insurance.

This cover applies to damage or injury happening in Ireland and the UK only.

This extension applies only to private passenger vehicles. It does not include vans, car-vans, jeeps with no seats in the back or vans adapted to carry passengers.

## **2a Cover provided for other people**

If you ask us to, we will give the following people the same 'liability to others' cover under this section we give you under 1a.

- Anyone you allow to drive your car who is covered to drive it under the certificate of insurance.
- Any person using (but not driving) your car with your permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of your car.
- Your employer or business partner, as long as your car is not owned by or hired to either your employer or business partner and your car is being used for a purpose that is allowed under your certificate of insurance and your employer is not covered under another policy.

## **2b Your legally-appointed representatives**

After the death of anyone insured under this policy, we will protect that person's estate against any loss they would have had if we insured that liability under this policy.

## **3 Legal fees and expenses**


If we give you our written permission, we will pay for solicitor's fees to represent anyone insured under this policy at any coroner's inquest, fatal inquiry or to defend anyone insured under this policy in a district court for any accident which might give rise to a claim under this section of this policy.

### **Proceedings for manslaughter or causing death by reckless driving**

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

- You must ask us to provide the cover.
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- The accident which caused the death or deaths must have happened in Ireland or the UK.
- The most we will pay is €1,270.

## Section 5: liability to others continued



It's important that you and anyone insured to drive your car reads this.

**Here to help**

### **What is not covered under this section of the policy.**

- Anyone driving your car who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence.
- Anyone who is insured under another policy.
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your car.
- Damage to any vehicle being driven or used by a person claiming cover under this part of the policy.
- Anyone insured by this policy who does not keep to its conditions.
- Anyone employed in the motor trade driving your car because it is being overhauled, repaired or serviced.
- Death or bodily injury to anyone driving or in charge of your car.

## **section 6** foreign use

Policy cover will apply for you to travel to Europe for up to 31 days per year during the period of insurance.

### **What is not covered under this section**

- You are not covered for any legal action taken against you outside European Economic Area, unless it is a result of using your car in a country for which we have agreed to extend this insurance cover.
- Sections of this policy which state that cover is restricted to Ireland or Ireland and the UK will not extend to Europe. This includes, but is not restricted to motor rescue and driving other cars.

If you are unfortunate to have an accident, please contact us at 00353 1 8583200.



## section 7

### our right of recovery

If by law we have to make a payment that would not be covered under this policy, you will have to refund the amount to us.

## section 8

### no-claims discount

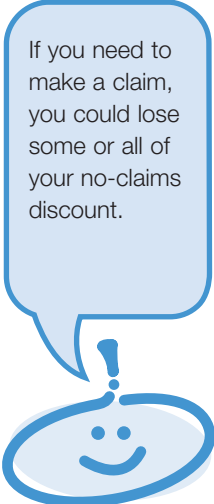
If you do not claim during the current period of insurance, we will include a discount in your renewal premium. The discount amount will be in accordance with the No Claims Discount scale applicable at the time of renewal.

If a claim has been made or arisen, your no claims discount may be reduced at the next renewal in accordance with the step back scale applicable at the time of renewal. We will not discount any premiums to insure your car against fire or theft, and premiums for any optional extra cover.

If you make more than two claims in the previous insurance year, we will reduce your no-claim discount to nothing.

If we make payments that we have not claimed back from another person, the claim will count against your no-claims discount even if you were not at fault.

For no-claims discount purposes a period of insurance is one year between the beginning of the policy and the date you renew it, or between renewal dates. You cannot transfer your no-claims discount to anyone else.



If you need to make a claim, you could lose some or all of your no-claims discount.

**Here to help**

**Your no-claims discount will not be affected by:**

- payments under section 1 for fire and theft claims;
- payments made under section 2 Glass breakage;
- payments for emergency treatment the law says we must pay;
- payments (together with associated costs and expenses) which we later get back in full; and
- payments for personal belongings and replacement locks.

We will ask you to renew this policy before the renewal date.

If you make a claim just before you next renew your policy, this may not be reflected in our offer for you to renew cover. If this happens, you can ask us to change our offer of renewal, or wait until the following renewal date for that claim to be taken into account.

## section 9

### protected no claim discount

This is an optional extra. If you have bought it, your no claims discount is safe if you make one claim.



**Here to help**

Your schedule will show if you have chosen this cover.

You can pay an extra premium to protect your no-claims discount. This cover allows you to make one claim without reducing your no-claim discount.

We will treat a second claim as one claim and we will reduce your no-claim discount in line with the applicable scale. Once you make a claim, we will remove the protection for later claims and you will not qualify for protection for at least three years. If you make a second claim, that claim will affect your no-claims discount.

Although you can protect your no-claim discount, your premium may increase if:

- you make unreasonably large or excessive claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

## Lifetime no claim discount

We only give this cover to loyal AXA customers, and you cannot buy it or apply for it.

If you have this cover we will not reduce your no-claim discount no matter how many future claims you have or what type they are. However, if you abuse this cover, we can remove it at any time. Only we may decide whether to remove the cover or not. If this happens, we will ignore claims that have arisen while you had this cover when setting future premiums.

This cover only applies in the following circumstances

- If you or your husband or wife are the drivers involved in any claim and you are 30 years of age or older. If the driver is your husband or wife, they must be covered to drive your car by this policy.
- The driver must not have been convicted of any serious offence in connection with an accident that results in a claim. A serious offence is one that involves either driving under the influence of drink or drugs, refusing to provide a sample or leaving the scene of an accident, or similar offences.

Even though the no-claims discount we give you will not be affected, any statement of no-claim discount we issue will be drawn up as if you did not have any of this protection and, any claims you have will appear on this statement. Other insurers may take those claims into account when deciding to insure you or in setting your premium.

## Combined no-claim discount protection

If you have lifetime no-claim discount protection, this will only cover claims while you or your husband or wife are driving your car. You can buy protected no-claim discount protection on top of lifetime protection if you need cover for other drivers named on your policy.



## section 10

### replacement car plus

Claims under this section will not affect your no-claims discount.



**Here to help**

Your schedule will show if you have this cover and a claim under this section will not affect your no claims discount.

If your car is damaged as a result of an accident, fire or theft, or if it is stolen and not recovered we will provide you with a courtesy car provided we are dealing with a claim under section 1 Loss or damage to your vehicle or Section 4 Liability to Others.

- We hope to provide you with a courtesy car that is a similar physical size to your car up to 2000cc, although we do not guarantee that this will occur. (Your courtesy car may not be the same as your own vehicle in terms of size, type value or status) OR
- Pay towards you hiring a car up to €22 a day including VAT

Cover will be for up to 14 days in a row for any one incident as determined by our AXA motor engineer.

This cover is available at an additional premium.

#### What is not covered under this section

We will not pay this benefit if

- You are only claiming windscreen or glass damage
- The loss takes place outside Northern Ireland or the Republic of Ireland
- Repairs to your car are delayed while a part is being imported from outside the European Union

# section 11

## legal cover

Your schedule will show if you have this cover and a claim under this section will not affect your no-claims discount.

### Part 1

You are covered for reasonable solicitor's fees to go ahead with legal proceedings for compensation arising from a road-traffic accident while you are in your car, against those whose negligence has caused your injury or death, or caused you to lose insurance policy excess or other out-of-pocket expenses you are not insured for.

### Part 2

You are covered for reasonable solicitor's fees to defend legal proceedings against you in a criminal court that are a result of a motoring offence alleged against you while you were driving your car.

### Limits

- The most we will pay is €100,000, or €25,000 for claims under section 2.

### Significant exclusions or limits

This insurance only covers solicitor's fees from our panel solicitors. You are not covered for any solicitor's fees if you appoint any other solicitor to act for you.

It is an important condition of this insurance that there must be a reasonable chance of success in the legal action, before we will accept a claim for legal costs.

### There is no cover for the following.

- Solicitor's fees that we have not given our permission for, or that are above the value of your claim
- Fines or penalties.
- Solicitor's fees from events that happened or you knew about, before the period of insurance.
- Prosecutions relating to parking offences, allegations of driving under the influence of drink or drugs, or violence or intentional dishonesty, including driving without a valid driving licence or other licence or certificate as needed by law.

## section 11 legal cover continued

- Pleas in mitigation, unless we believe that a plea will have a significant positive effect on the sentence.
- Judicial reviews.
- Claims brought using the Injuries Board (IB), other than those in relating to the IB application fee.
- Claims where the value of your claim is not more than €350.

### **You and the solicitor must do the following.**

- Provide us with any information that we need (you must pay any costs).
- Keep us regularly updated on the progress of the case, and tell us about any offer of settlement the other person makes.

To make a claim under this section of cover, phone 01 865 8807 (9am to 5pm, Monday to Friday) and quote 'AXA Insurance – Private Car Extra'.

## section 12

### motor rescue

Your schedule will show if you have this cover and a claim under this section will not affect your no claims discount.

For this section 'you' will mean any driver who is driving your car who is covered under this policy of insurance. Motor rescue cover only applies within Ireland or the UK (excluding islands off the coast).

#### What is covered

We will arrange and pay the benefits set out below if your car cannot be driven as a result of the following:

- electrical or mechanical breakdown;
- the car does not start;
- accident or fire;
- theft, attempted theft or malicious damage;
- punctures where you need help to replace or repair a wheel;
- loss or theft of keys;
- breakage of keys in the lock, or keys locked into the car; or
- loss of, or running out, of fuel.

If you have bought motor rescue you must use the number **1890 24 7 365.** (00353 1 8583200 from the UK). We suggest you put these numbers in your mobile phone immediately. We will not pay any expenses you may have to pay if you have not called the emergency number first.



**Here to help**

#### Benefits

- 1 Roadside and Driveway assistance** – We will send a repairer to help you. If repairs are possible, we will provide up to one hour's labour to repair your car, as long as the repair is carried out at the scene.
- 2 Towing** – We will cover the cost of towing your car to the nearest repairer or to any other place you ask, if this is closer. If you choose to have your car brought to a repairer and your car will arrive at the repairers outside normal opening hours, we will cover the cost of towing it to a secure place and then on to the repairers when they open.

## section 12: Motor rescue continued

**3 Passing on a message** – We will pass on any relevant messages for you.

**4 Completing the journey** – If repairs to your car 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 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 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 option a 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.

**5 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.

**7 Extended towing cover** –

We will cover the cost of towing your car to the nearest repairer, to your home or, if you choose, to your intended destination as long as the tow starts and ends on the island of Ireland (excluding any islands off the coast).

### **We will only pay if:**

- you have contacted us using the emergency number **1890 24 7 365** (00353 1 8583200 from the UK);
- for attempted theft of your car, you have reported the theft to the gardaí or appropriate police authority; and
- you replace any faulty parts, including the battery, as soon as possible after discovering the fault.



## What is not covered

- Any liability or resulting loss arising from anything performed or not performed as part of the services under this section.
- Any expenses which you can get back from any other source.
- Any claim where the car is carrying more passengers or towing a greater weight than that for which it was designed (as shown in the manufacturer's specification).
- Any claim arising out of driving your car on unsuitable ground.
- Any accident or breakdown brought about by deliberate act by you or another driver covered under this policy that could have been avoided.
- The cost of repairing the vehicle (except as outlined in the roadside and driveway assistance benefit).
- The cost of any parts, keys, lubricants, fluids or fuel.
- Any claim caused by fuels, mineral essences (such as oils or lubricants) or other materials that catch fire easily, explosives or poisons carried in the car.
- If we fail to perform any obligation for reasons beyond our reasonable control.
- Any claim where the vehicle is not the car covered under this policy.
- Any request for help if the person providing the service thinks you are under the influence of drink or drugs such that you would not be capable of legally driving a car.

# section 13

## injury to driver

*You can buy this optional cover for an extra charge. Your schedule will show if you have chosen this cover.*

### What we will pay

#### 1. Injury benefits for you

We will pay you or your legal representatives the compensation shown below if you are injured as a result of an accident while travelling in or getting into or out of:

- any motor vehicle (but not motorcycles, tractors, combines and farm implements) where you are a passenger or driver; or
- any boat or railway train where you are a fare-paying passenger, or the result of an accident with a railway train or road vehicle if you are a pedestrian.

Benefit	
A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) happening within one year as a direct result of the accident.	€10,000
B Temporary total disability where you are entirely unable to carry on any business or occupation.	€280 a month
C Hospital benefit, if you are in hospital for more than six days as a result of a road-traffic accident.	€130 a week
D Death benefit	€30,000

- We will only pay benefit under one of the benefits A or D.
- We will only pay the temporary total disability benefit for the period you are having medical treatment for your injury.
- We will only pay benefit(s) if you and named drivers are between 16 and 75 years of age at the time of injury.

- We will not pay more than 36 months' benefit for temporary total disability or hospital benefit for over 20 weeks for any one accident. While in hospital you will only receive benefit C (in other words, you cannot also claim under benefit B).
- you will have to be totally disabled for a period of at least 1 month to claim benefit under Benefit B
- We will only pay for temporary total disablement if you are unable to carry on any business or occupation for the entire preceding month
- If you become able to carry on any business or occupation, you cannot make any further claim for temporary total disablement arising out of the same injury

## 2. Injury benefits for named drivers

We will pay the legal representatives the benefits shown below if any named driver covered under this policy is killed or injured:

- driving your car; or
- when getting in to or out of your car.

We will pay their legal representatives the compensation shown below.

Benefit	
<b>A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) which happens within one year as a direct result of the accident.</b>	€10,000
<b>B Death benefit</b>	€30,000

We will only pay benefit under one of the benefits A or B.

## Section 13: Injury to driver continued

### **We will only pay under either injury benefits 1 or 2 if:**

- we are told about the claim within 28 days of the death or injury happening
- the injured person immediately gets medical advice from a qualified medical expert and begins treatment; and
- our medical advisers are allowed to examine the injured driver as often as is thought necessary.

### **What is not covered**

- Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- A criminal act.
- Where you, or the driver, is convicted or has a prosecution pending of an offence involving alcohol or drugs; was driving while unfit to do so due to alcohol or drugs; or was driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.
- Taking part in racing or speed testing.
- Psychiatric illness or mental disorders including stress or stress related illness.

This section will not apply and payments will stop if you go to live outside Ireland or the UK.

# general exceptions

- 1 This policy does not apply when your car:
    - is being used for purposes that are not shown in your certificate of insurance;
    - is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
    - is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
    - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
    - is towing a caravan, trailer, or other vehicle for a payment; or
    - is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.
  - 2 If an accident happens and:
    - a) as a result you and any insured person is convicted or has a prosecution pending of an offence involving alcohol or drugs;
    - b) you or any insured person is driving while unfit to do so due to alcohol or drugs; or
    - c) you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.
- Then
- i) The cover provided in section 1 of the policy for loss of or damage to the Insured vehicle will not apply; and
  - ii) you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident
- 3 This policy does not cover anyone who does not meet the policy terms and conditions.
- 4 This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.

## general exceptions continued

- 5 This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
  - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6 This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:
  - a War, riot, revolution or any similar event.
  - b Any government, public or local authority legally taking or destroying your property.
  - c Any act of 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.
- 7 This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.
- 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 This policy document replaces any previous policy documents issued by AXA Insurance.

## need to find something quickly?

<b>If the question is...</b>	<b>then look at page</b>
I've had an accident, what do I do?	<b>7</b>
Can you settle 'third party' claims without my agreement?	<b>6</b>
I've just received a letter saying I caused an accident, do I reply?	<b>7</b>
How do I claim if my car is stolen?	<b>7</b>
Some personal belongings were stolen from my car, am I covered?	<b>13</b>
My car keys were stolen, am I covered?	<b>12</b>
What's an excess?	<b>16</b>
How do I find out if I can drive someone else's car?	<b>14</b>
I don't understand my 'no-claims discount', where do I look?	<b>23</b>
My car broke down, have I got 'motor rescue' cover?	<b>29</b>



**Here to help**

## and if your question is one of these

I want to change my car, how do I do this?
I'd like to change my cover, who do I contact?
What do I do if I want to add or delete drivers?
I've moved house, do I need to let you know?
I'm changing jobs, is my insurance cover affected?
I've had penalty points added to my licence, does this affect my premium?

**Log onto [www.axa.ie](http://www.axa.ie), phone us on 1890 24 7 365 or contact your local branch and we'll give you the answer.**

# we're here to help /

- If you have questions or need help with a claim, contact us on [www.axa.ie](http://www.axa.ie) or ring us on

**1890 24 7 365**

(From abroad 003531 8583200).

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