

policy document /  
**concours classic car insurance**



**great service and  
better benefits**

April 2016

**redefining / standards**





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### Caring for you

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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, 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); or
- the Irish Insurance Federation on 01 6761914.

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.

# Concours

## Policy Document



## Introduction

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

The insurer 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 and keep it in a safe place.

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 Ireland or the UK.

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

Phil Bradley  
Chief Executive  
AXA Insurance Limited  
Registered number 136155  
Registered office Wolfe Tone House,  
Wolfe Tone Street, Dublin 1.

### Definitions in this Policy

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The following words have the same meaning wherever used in the policy or schedule.

#### **We/Our/Us/Company**

AXA Insurance Limited.

#### **You/Your/The Insured**

Means the person named as the Insured in the schedule and the Motor Insurance certificate.

#### **Vehicle**

Means any car or motor cycle, details of which have been given to us, for which there is in force an effective certificate of Motor Insurance, and including a sidecar attached to a Motor Cycle.

## Section 1 - Loss of or damage to your Vehicle

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Section 1 applies only to the Vehicle notified to and accepted by the company. It does not apply to any other Vehicle whether you own it or are simply driving it unless we agree otherwise.

### Section 1A – Damage to your Vehicle

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Applies only if your cover is Comprehensive

We will pay for loss of or damage to the Vehicle covered by the policy, and it's accessories and spare parts while they are in or on your Vehicle.

An excess is the amount of any claim that you must pay yourself. Unless a greater amount is shown in your schedule, the excess for claims under Section 1A is €250.

### Section 1B – Fire & Theft

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Applies if your cover is Comprehensive or Third Party, Fire & Theft

We will pay for loss or damage to the Vehicle, and it's accessories and spare parts while they are in or on the Vehicle caused by fire or theft or attempted theft. The vehicle must be missing for at least 28 days after you have notified us before we will consider it lost by theft.

### Section 1C – Windscreen

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Applies only if your cover is Comprehensive

The company will pay for broken glass in the windscreen, windows and roof of your vehicle. The company will also pay for any scratching to the bodywork of your vehicle resulting solely and directly from the broken glass.

### What do we pay?

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- The word “pay” means that we may, at our option, make a payment in cash of the amount of loss or damage, or may repair reinstate or replace the vehicle or damaged or lost parts or accessories.
- If we know that your vehicle is the subject of a hire purchase or leasing agreement, any cash payment may be made to the owner named on it, (whose receipt will be a full and final discharge of the claim).
- Unless we have expressly agreed the value of your vehicle with You, We will not pay more for a claim than the market value of the vehicle immediately prior to the loss or damage, and in any event we will not pay more than the value advised by You to Us.
- We will not pay more than the current retail price (plus the reasonable cost of fitting) for any part or accessory currently available from a supplier.
- Except where a vehicle is stolen and not recovered, when we settle a claim as a total loss we will normally allow you to keep the salvage and will reduce the amount we pay you to reflect the value of that salvage. However, we retain the right to own the salvage if we so decide.

### Repairs, collection and delivery:

- You may authorise repairs, as long as the repairs are economical and you send us an estimate immediately.
- If your vehicle is disabled as a result of an incident covered by this section, we will pay the reasonable cost of protection and removal to the nearest competent repairers. After it has been repaired we will pay for the reasonable cost of delivery of your Vehicle to your last known address in the Republic of Ireland.
- These costs will only be paid in connection with a valid claim for loss or damage in respect of your Vehicle.



## Exceptions to Section 1

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We will not pay for :

- Loses you sustain through not being able to use your Vehicle, (including the cost of hiring another one).
- Depreciation
- Wear & Tear
- Repairs or replacements which improve your vehicle beyond it's condition before the loss or damage
- Mechanical or electrical breakdown, failures or breakages
- Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
- Loss or damage resulting from the use of your vehicle in any competitive rally, competition or trial, except one in which the vehicle is not moving.
- Loss or damage to anything in or on your Vehicle other than its accessories or spare parts
- Loss where any person obtains or attempts property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your Vehicle where possession is obtained by fraud, trick, or false pretences.
- Loss resulting from repossession of the Vehicle or restitution to its rightful owner

### Section 2 - Liability to Third parties

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- 2.1 We will insure the persons insured against legal liability (and the associated costs and expenses in paragraph 2.3) for damages in respect of death of or bodily injury to any person.
- 2.2 We will insure the persons insured against legal liability (and the associated costs and expenses in paragraph 2.3) for damages in respect of loss of or damage to property to a maximum of €30,000,000 including all costs and expenses, for all claims against all persons insured by this policy arising out of the same event.

#### *Application of limits of indemnity*

If more than one person is insured by this policy any limit on the amount the Company will pay applies to the aggregate amount to be paid and you will have priority over any other people insured.

#### *Limited of indemnity exceeded*

In connection with any claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property the Company may at any time pay to the Insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

#### *Persons Insured:*

- a) You
  - b) Any person allowed to drive with your permission by the certificate
  - c) Any person using but not driving your Vehicle with your permission for social domestic and pleasure purposes only
  - d) If you wish, any person (other than the driver) in your Vehicle, or getting into or out of it
  - e) The legal personal representative of the persons insured in (a) to (d) following that person's death (but only in respect of the deceased's liability).
- 2.3 Associated Costs and Legal Expenses
- 1. Costs and expenses recoverable by any claimant
  - 2. All other costs and expenses

3. Solicitors fee's for representation at the coroners inquest or fatal inquiry or Court of Summary Jurisdiction.
  4. The cost of defence up to a maximum €1,270 against a charge manslaughter or dangerous driving causing death or serious bodily injury.
- 2, 3 & 4 must be incurred with our written agreement

#### 2.4 Emergency Treatment

We will pay the cost of Emergency Treatment as required by Law and such payments will not affect your no claims discount.

## Exceptions to Section 2

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#### **We will not pay for :**

- **Damage to property belonging to, or held in trust by, or in the custody and control of, the person insured**
- **Damage to any Vehicle being driven or used by a person insured**
- **Any person in 2.2 c) or d) if to that person's knowledge the driver does not hold a licence to drive it.**

***This exception does not apply if the driver has held such a licence and is not disqualified from holding or obtaining one.***

- **Any person other than you who has insurance under any other policy**
- **Any person in the motor trade driving the Vehicle for overhaul upkeep or repair.**
- **Any person insured who does not comply with the terms, exception and conditions of the policy.**
- **Death of or bodily injury to any person driving or in charge of the Vehicle.**
- **Liability for death or bodily injury to any pillion passenger on a motorcycle unless specifically covered by the certificate or unless in a sidecar attached to the Vehicle.**

**If the Law requires us to pay a claim that would otherwise not be covered, we reserve the right to recover the amount from you.**

### Section 3 - Foreign Travel

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Your policy automatically provides the minimum insurance required to comply with Road Traffic legislation for the whole period of the policy in the following countries. In addition, the full extent of Sections 1 and 2 apply for one journey of up to 31 days in the following countries.

- Any member state of the European Union.
- Any other country regarded as a designated territory within the meaning of the Road Traffic Acts of the Republic of Ireland, and while in transit by sea between any ports therein.

## Section 4 - Cancelling your policy

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### **Cooling-off period**

If you are unhappy with your new policy, you can cancel within 14 days by giving notice in writing and returning the certificate of insurance to us. You will be charged only for the number of days that you were insured.

### **Cancellation by you**

You may cancel the policy at any time by returning to us the current certificate of Motor Insurance, with your instruction to cancel the policy. It is not necessary for you to provide a reason for cancelling your policy. At the time of cancelling you must advise details of any accidents. If you cancel the Insurance, we may hold onto any premium paid, and any refund of premium will be at our sole discretion.

### **Cancellation by us**

If we have to cancel your policy, we will send you 10 days' notice by registered letter to your last known address. As long as you return the certificate of insurance to us, we will return the premium for the period of insurance still left to run.

## **Section 5 - Motor Rescue**

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For this section 'you' will mean any driver who is driving your car who is covered under this policy of insurance.

### **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 fault;
- Car does not start;
- Loss or theft of keys;
- Breakage of keys in the lock, or keys locked into the car;
- Accident or fire;
- Punctures where you need help to replace or repair a wheel; or
- Loss of, or running out of, fuel.

### **Benefits in Ireland and the UK (excluding islands off the coast)**

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#### **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**

If we cannot repair the car, we will cover the cost of towing your car to your home, a repairer, or to your intended destination providing it is within Ireland and the UK. 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.

#### **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 €150 for each person and €450 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.

#### **6. Medical assistance**

If you have to go to hospital as a result of an accident in your car in Ireland or the UK and you are more than 32 kilometres (20 miles) from home, we will pay for one night's accommodation in a hotel we choose, for up to six passengers. The most we will pay is €150 per person and €450 in total.

We will also pay up to €450 towards the cost of an ambulance to take you to the hospital if a doctor deems it medically necessary.

#### **7. Replacement driver**

If you are ill or injured in Ireland or the UK and you are the only driver, we will pay a replacement driver to take you, your car and your passengers to your home.

### **Benefits in Europe**

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#### **1. Roadside 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. If you breakdown on a motorway you may have to use a motorway service. In this situation, you may have to pay for the cost of labour and towing but you can reclaim these costs from us when you get home.

#### **2. Towing**

If we cannot repair the car, we will cover the cost of towing your car to the nearest repairer. If 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.

### 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 and pay for one of the following options, which we will decide.

- a) To transport you and your passengers to the intended destination or to your home.
- b) Accommodation expenses for up to three nights, 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 €150 for each person.
- c) Hiring a suitable vehicle for up to fourteen days 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. Replacement driver

If you are ill or injured and you are the only driver, we will pay a replacement driver to take you, your car and your passengers to your home in Ireland.

### 6. Vehicle repatriation

If your car cannot be repaired in Europe, or by the time you have to get home, we will arrange and pay for it to be taken to the nearest repairer to your home. You must give us a list of any items that are left in, or on, the insured vehicle. We will not be responsible for the loss of, or damage to, any items which are not on this list. We will only do this if we believe the cost of doing so would be less than the market value in Ireland.

### 7. Parts delivery

If the parts needed to repair your car are not available locally, we will arrange and pay for these parts to be delivered.

## We will only pay if:

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- You have contacted us using the emergency number **1800 460 460 (+353 906 486353 from outside the ROI)**. For attempted theft of your car, you have reported the theft to the gardai 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

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- 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 benefits).
- 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 exceeding £3,750 for assistance in Europe.
- Any costs we have not agreed to.
- 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.
- Any agricultural or commercial vehicle.

### Limitation, Conditions and Endorsements

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#### A. This policy does not cover:

1. Any injury or loss while your Vehicle is being
  - i. driven by any person not covered by the certificate of motor insurance
  - ii. used for any purpose not covered by the certificate
  - iii. driven by you unless you hold a licence to drive such a Vehicle or have held and are not disqualified from holding or obtaining one.
  - iv. driven, with your permission, by any person who to your knowledge does not hold a licence to drive such a Vehicle unless such a person has held a licence and is not disqualified from holding or obtaining one.
  - v. driven by any person who does not comply with the terms, exceptions limitations and conditions of the policy
2. Liability accepted under an agreement, unless the liability would have existed anyway.
3. Any loss or destruction of or damage to any property or any resulting loss or expense or any consequential loss or any legal liability directly or indirectly caused by or contributed to, by or arising from:
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from and nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear components
4. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except so far as is necessary to meet the requirements of Road Traffic Legislation)
  - a) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) riot civil war mutiny civil commotion military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority.
  - b) Any act of terrorism. For the purpose of this exception an act of terrorism means an act including but not limited to the use of force or violence and / or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or other purposes including the

intention to influence any government and / or to put the public or any section of the public in fear

This exception also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above. If We allege that by reason of this exception any liability loss damage cost or expense is not covered by this insurance the burden of proving to the contrary shall be upon You. In the event that any portion of this exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

5. Any injury loss or damage (except under section 2 of the Policy) caused by earthquake.
6. Any accident injury loss damage or liability (except so far as is necessary to meet the requirements of Road Traffic legislation) while your vehicle is in or on any part of an aerodrome, airport or airfield provided for:
  - a) the take-off or landing of aircraft and for the movement or parking of aircraft on the ground
  - b) service roads, ground equipment, parking areas and those parts of passenger terminals coming within the customs examination area
7. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:
  - a) The loss of alteration of or damage to or
  - b) A reduction in the functionality availability or operation ofA computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether Your property or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.

### **B. Claims procedure**

In connection with any injury loss or damage which may give rise to claim under the policy You must:

- As soon as reasonably possible phone us at 1890 24 7 365
- Immediately send us any writ summons letter claim or other document, without acknowledging receipt or replying
- Notify us immediately of any impending prosecution inquest or fatal inquiry

- Not admit liability for or negotiate the settlement of any claim without our written agreement
- Give us all information and assistance required
- Give us free access to examine your Vehicle

We are entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for our own benefit in the name of any person insured. However, we do not have to do so.

### **C. Looking after your Vehicle**

You must take all reasonable precautions to

- Prevent injury, loss or damage
- Maintain Your Vehicle in an efficient and roadworthy condition while Section 2 of the policy is operative
- Ensure Your Vehicle, its parts and its accessories are free from any defect while Section 2 of the policy is operative

### **D. Changes to your policy**

You must tell Us immediately about:

- Any change of Vehicle
- Convictions, pending prosecutions or any penalty points applied to you or any additional driver
- Changes in any driver's health that may affect their ability to drive
- Any change in address or occupation
- Changes to or modification of the Vehicle
- Any additional Vehicle
- Any change in main user
- Any change in the mileage you estimate will be driven in a year
- Any change in any other material fact likely to influence the assessment or acceptance of Your proposal, Your renewal, or any adjustment to Your policy.

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 an additional premium of less than €15 then no charge will be made.
- If a change to your policy including the administration charge results in a refund of premium of less than €15 then no refund will be made.

### **E. Other Insurance**

If any loss or damage is covered by any other insurance, we will not pay more than our rateable proportion except as otherwise stated in the policy.

### **F. Fraud**

You must not act in a fraudulent manner. If You or anyone acting for You:

- Fails to disclose or conceals a fact likely to influence the assessment or acceptance of Your proposal, Your renewal, or any adjustment to Your policy or
- Fails to disclose or conceals a fact likely to influence the provision of indemnity or the extent of indemnity provided by Us or
- Makes a statement to Us or anyone acting on our behalf knowing the statement to be false in any respect or
- Submits a document to Us or anyone acting on our behalf knowing the document to be forged or false in any respect or
- Makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- Makes a claim in respect of any loss or damage caused by Your wilful act or with Your connivance

Then and in addition to any other rights or remedies which we may have under this Policy or otherwise:

- 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 at our option declare the policy void
- We will be entitled to recover from you the amount of any claim already paid under the policy
- We will not make any return of premium
- We may inform the appropriate law enforcement authority of the circumstances

### **G. Arbitration**

Any difference arising under the policy shall be referred to Arbitration in accordance with the statutory provisions then being in force and the making of an award shall be a condition precedent to any right of action against the Company. Any claim for which the Company disclaims liability and which has not within a year of such disclaimer been referred to arbitration shall be deemed to have been abandoned and not recoverable thereafter.

### **H. Rights of recovery**

If the law of any country in which you are covered by this policy obliges Us to pay a claim that We would otherwise not have to pay, We reserve the right to recover our payments from you and / or the person who incurred the liability.

### **I. Payment**

If so required by legislation all monies which become payable by Us under this policy will be paid in the Republic of Ireland in the currency of the Republic of Ireland.  
The appropriate stamp duty has been or will be paid to the Revenue Commissioners.

### **J. Observance of policy conditions**

The policy cover will only operate if its terms provisions conditions and endorsements are complied with.

## **Endorsements**

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### **Endorsement 71 – Protected NCD**

This endorsement does not apply unless it is shown as applying in the Schedule to this Policy.

Notwithstanding anything contained to the contrary in the “No Claims Discount” section of this Policy, a single claim under either Section 1 or 2 in any 3 year period will not result in a loss of No Claims Discount. A second claim in any 3 year period will be then treated as the first claim. In the event that there are 2 or more claims which affect the No Claims Discount under both sections 1 and 2, the first of those claims will be deemed to be the one in respect of which there will be no loss of No Claims Discount.



# questions, complaints? / we're here to help.

- If you have questions or complaints contact us on [www.axa.ie](http://www.axa.ie) or ring us on **1890 28 28 22**
- For help with claims, ring us on **1890 24 7 365**  
(From abroad 003531 8583200).

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