

# policy document / **bikecare motorcycle insurance**



**great service and  
better benefits**

December, 2016

redefining / standards



In the event of a **claim**  
or if you need **breakdown**  
**assistance**, please call our  
24 hour Claims Helpline on:

**1890 24 7 365**

(003531 8583200 from outside the  
Republic of Ireland)

If you need **bikecare**  
**customer service**  
please ring us on:

**1890 777 555**

## 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 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)

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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# Bikecare Insurance

Policy Document



## Introduction

Excesses and Period of Insurance)

Welcome to your AXA Bikecare Motorcycle policy. This document and any endorsements that are included in it sets out the rights and responsibilities of both you, and us.

The insurer with which your contract will be concluded is AXA Insurance dac 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 apply.

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

Please read your policy carefully and keep it in a safe place.

Your policy consists of

- the policy wording in this booklet
- the Schedule (which has Your details the cover applicable Sums Insured

- Any endorsement applicable (a document which amends the policy wording)
- The current certificate which gives details of who may drive and the purposes for which the motorcycle(s) may be used.

Provided you have paid or agreed to pay the premium, AXA Insurance dac will provide insurance in the event of injury, loss or damage as described by the sections you have chosen in the following pages occurring within the territorial limits.

On behalf of AXA Insurance dac

A handwritten signature in black ink that reads "Phil Bradley". The signature is written in a cursive, flowing style.

Chief Executive  
AXA Insurance dac  
Registered Number 136155  
Registered Office Wolfe Tone House,  
Wolfe Tone Street, Dublin 1

## Definitions in this Policy

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To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below:

**the company**

means AXA Insurance dac.

**motorcycle**

means either motorcycle with or without a sidecar, a scooter or a moped for which there is in force an effective certificate of insurance issued under the policy.

**you/your/the insured**

the person named as insured on the schedule.

**The Continent of Europe**

includes any country in or outside Europe whose Green Card Bureau is a member of the Council of Bureaux in London.

**Territorial limits**

The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

### Your choice of cover

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The schedule shows what cover you have bought.  
If your cover is:

**Comprehensive**

you have the benefit of the entire policy

**Third Party Fire and Theft**

SECTION 1 (A) - damage to your Motorcycle does not apply.

**Third Party Only**

SECTION 1 does not apply.

## Section 1 – Loss or Damage to your Motorcycle

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Section 1 applies only to the motorcycle notified to and accepted by the company. It does not apply to any other motorcycle whether you own it or are simply driving it unless it has been notified to and accepted by the company.

### SECTION 1(A) – Loss or damage to your motorcycle

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#### **Applies only if your cover is Comprehensive**

The company will pay for loss of or damage to your motorcycle, and its accessories and spare parts while they are in it or on it or in your private garage.

#### **Excess -**

If any excess amount applies, (this will be indicated in the schedule) you are required to pay this amount for each incident of loss or damage. The excess amount is:-

Motorcycles in Groups 0-6 on the company's scale - €250

Motorcycles in Groups 7-12 on the company's scale - €650

### SECTION 1(B) – Fire & Theft

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Applies only if your cover is Comprehensive or Third Party Fire and Theft.

The company will pay for loss of or damage to your motorcycle, and its accessories and spare parts while they are in it or on it or in your private garage, caused by fire or theft or attempted theft.

Your motorcycle must be missing for at least 28 days after the company has been notified before we will consider it lost by theft.

#### **Excess -**

If any excess amount applies, (this will be indicated in the schedule) you are required to pay this amount for each incident of loss or damage. The excess amount is:-

Excess in respect of theft - €250

Excess in respect of fire - €60

### **What does the company pay?**

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The word 'pay' means that the company may, at its option, make a payment in cash of the amount of loss or damage, or may repair, reinstate or replace.

If the company knows that your motorcycle is the subject of a hire purchase or leasing agreement, any cash payment may be made to the owner named in it (whose receipt will be a full and final discharge).

The Company 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 the Company will not pay more than the value declared by you to the Company.

The company will not pay more than the manufacturer's current list price (plus the reasonable cost of fittings) for any part or accessory.

If the company settles a claim as a total loss, the company reserves the right to own the salvage.

### **Replacing your motorcycle with a new one (Applicable to Easi Rider only. Please check your schedule to see if you have this cover).**

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We will settle your claim by replacing your motorcycle with a new one of the same make, model and specification if the motorcycle 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 damage.



We will only do this if:

- the loss or damage happens before your motorcycle is one year old;
- you are the owner of the motorcycle 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 motorcycle agrees.

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

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

### **Repairs, collection and delivery**

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You may authorise repairs, provided such repairs are economical and an estimate is sent immediately to the company.

If your motorcycle is disabled, the company will pay the reasonable cost of protection and removal to the nearest competent repairers.

After it has been repaired the company will pay for the reasonable cost of delivery of your motorcycle to your address in the Republic of Ireland.

These costs will only be paid in connection with a valid claim for loss or damage.

Where an excess applies payment of this is your responsibility.

## Exceptions to Section 1

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The company will not pay for:

- Losses you sustain through not being able to use your motorcycle (including the cost of hiring another motorcycle)
- Depreciation
- Wear and tear
- Repairs or replacements which improve your motorcycle beyond its condition before the loss or damage
- Mechanical or electrical breakdowns, failures or breakages
  - The company will not pay for the item which broke down, failed or broke but the company will pay for any consequent loss or damage which is covered
- Damage to tyres caused by applying the brakes, road punctures, cuts or bursts
- Loss or damage resulting from the use of your motorcycle in a rally, competition or trial, or while used on any closed racing circuit.
- Loss or damage to anything in or on your vehicle other than its accessories and spare parts
- Loss by theft of accessories and spare parts if the motorcycle is not stolen at the same time
- loss or damage to clothing or protective equipment
- The cost of importing parts or accessories from outside the EU
- Any additional cost of parts or accessories above the price of similar parts available from the Manufacturer's European representatives.

## Section 2 – Liability to Others

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### Third Party Bodily Injury

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The company will insure the people insured against legal liability (and the associated costs below) for damages in respect of death of or bodily injury to any person as a result of an accident caused by your motorcycle.

### Third Party Property Damage

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The company will insure the people insured against legal liability (and the associated costs below) for damages in respect of damage to property, as a result of an accident caused by your motorcycle subject to the following limitations.

- i. The maximum amount we will be liable for is €30,000,000 including the associated costs below.
- ii. If this policy covers more than one person, this maximum amount is the aggregate amount to be paid and you will have priority over any other people insured.
- iii. In dealing with a claim or series of claims arising from one event, the company may choose to pay you the full amount of this limit less any amounts already paid or any less amount for which such claim or claims can be settled. The company will then take no further part in the handling or settlement of a claim, except to pay legal costs and expenses incurred in respect of matters prior to the date of such payment.

If you are allowed by the Certificate to drive any other motorcycle, the company will similarly insure you against liability in connection with it, but only if you do not have insurance under any other policy.

### People insured

- (a) You
- (b) Any person allowed to drive by the Certificate
- (c) Any person using (but not driving) your motorcycle with your permission for social, domestic and pleasure purposes
- (d) If you wish, any person (other than the rider) who is either on your motorcycle or is getting on or off it.

- (e) Your employer or business partner in respect of a motorcycle which does not belong and is not hired to him/her
- (f) The personal representative of any person in (a) to (e) following that person's death (but only in respect of the deceased's liability)

## Costs

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- 1 Costs and expenses recoverable by any claimant
- 2 All other costs and expenses
- 3 Solicitor's fees for representation at the coroner's inquest or fatal inquiry or Court of Summary Jurisdiction
- 4 The cost of defence up to a maximum of €1,270 against a charge of manslaughter or dangerous driving causing death or serious bodily injury.

2,3 and 4 must be incurred with the written agreement of the company.

## Exceptions to Section 2

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### The company does not cover

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

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

- Any person other than you who has insurance under another policy
- Any person in the Motor Trade driving the motorcycle for overhaul upkeep or repair
- Any person insured who does not comply with the terms, exceptions and conditions of the policy
- Death of or bodily injury to any person driving or in charge of the motorcycle
- Death of or bodily injury to any person while mounting onto, dismounting from or being conveyed on the motorcycle arising when the driver holds a provisional driving licence, except where such liability is required to be covered by the Road Traffic Acts.

**If the law requires the company to pay a claim which would otherwise not be covered, we reserve the right to recover the amount from you.**

## Section 3 – No claim discount

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If you do not make a claim under your policy, your renewal premium will be reduced in accordance with our scale as applicable at such time.

The no claim discount is applied to the policy premium as a whole, and in the event of a claim, the discount will be reduced in accordance with our scale applicable at such time.

Your premium may increase if you make claims or you receive motoring convictions.

Current No Claims Discount Scale	
No. of years claims free	% No Claims Discount
1	20%
2	30%
3	40%
4	50%
5	60%

Your No Claims Discount will not be affected by payments made under Section 1 for fire and/or theft claims.

## Section 4 - Foreign Use

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### Section 4 (A) The cover provided by Section 1

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Loss or Damage, operates while your motorcycle is on the Continent of Europe (or in transit by sea between any ports therein) for a period not exceeding 31 consecutive days.

If, while your motorcycle is temporarily on the Continent of Europe, you become liable to Customs Duty on it as a direct result of loss or damage covered under the policy, the Company will meet the liability.

### Section 4 (B) The cover provided by Section 2

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Liability to Others, operates while the motorcycle is on the Continent of Europe (or in transit by sea between any ports therein).

## Section 5 - Protected no claim discount

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You may be able to buy this cover for an additional charge.

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 scale shown earlier. 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.

## Section 6 – Motorcycle Rescue

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### Breakdown Assistance - Ireland

The cover under section 6 is insured by Inter Partner Assistance and administered by AXA Assistance (Ireland) Ltd.

Contact AXA Assistance (Ireland) on freephone 1890 24 7 365.

#### The following definitions only apply to section 6

##### **We, us, our**

Inter Partner Assistance and AXA Assistance (Ireland) Ltd.

##### **You, your**

The person named in your current motorcycle certificate of motor insurance and any person authorised to drive or be a passenger in, or on, the insured motorcycle.

##### **Breakdown**

An electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

## Motorcycle rescue

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

##### **Territorial limit**

This section applies while your motorcycle is in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

**You must use the freephone number 1890 24 7 365 (+00 353 1 858 3200 if outside the Republic of Ireland) to benefit from Motor Rescue. We will not pay any expenses you may have to pay if you have not called the emergency number first.**



## What is covered

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

- electrical or mechanical breakdown;
- the motorcycle 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
- loss of or running out of fuel.

## Benefits

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### **A Roadside assistance and driveway assistance –**

We will send a competent repairer to help you. If repairs are possible, we will provide up to one hour's labour to repair your motorcycle, as long as the repair is carried out at the scene. You must pay the cost of any parts, fuel or other supplies used to repair the motorcycle.

### **B Towing –** If we cannot repair the motorcycle at the roadside we will cover the cost of removing your motorcycle to the nearest repairer or to any other place you ask, if this is closer. If you choose to have your motorcycle brought to a repairer and your motorcycle will arrive at the repairers outside normal opening hours, we will cover the cost of removing it to a secure place and then on to the repairers when they open.

If you have a problem on a motorway outside of Ireland or the UK you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our emergency helpline. You may have to pay the cost of the tow, but you can claim these costs back from us when you get home.

### **C Completing the Journey –** If repairs to your motorcycle cannot be completed on the same day, we will arrange and pay for one of the following options, which we will decide.

- a) To transport you and your passenger, but not a hitchhiker, to your intended destination or home, and to transport your motorcycle to the nearest repairer to your home or chosen destination. If the breakdown occurs in Europe we will cover the cost of returning you to your vehicle once it has been repaired.

- b) Accommodation expenses for up to 3 nights, limited to bed & breakfast while you and your passenger are waiting for repairs to your motorcycle to be completed. The most we will pay is €50.00 a night for each person, provided your original accommodation has been pre-paid and you can not get your money back.
  - c) Hiring of a suitable motorcycle so you may continue your journey, as long as your motorcycle has been recovered by us, and as long as this is not more than the benefit we would have paid under option a above. You must have a valid driving licence with you and comply with any conditions stipulated by the hire company. We will not pay more than €70.00 per day, up to a total amount of €700.00. We may provide public transport for you to return to the repairer to reclaim your motorcycle after it is repaired.
  - d) Any other solution which, we believe, is the most suitable to help you and arrange for your motorcycle to be repaired and transported.
- D Vehicle Repatriation** – If your motorcycle 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 garage to your home address in Ireland. We will only repatriate your motorcycle if we believe the cost of doing so would be less than the value of the motorcycle at the time of repatriation.
- E Passing on a message** – We will pass on any relevant messages for you.
- F If your Motorcycle is stolen** – If you are away from home and your motorcycle is stolen, we will arrange one of the benefits listed above to get you to your home or your intended destination, as long as both are within the countries covered by this section.

**We will only pay if:**

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- ➔ you have contacted us using the emergency number **1890 24 7 365**;
- ➔ for attempted theft of your motorcycle, you have reported the theft to the gardaí or appropriate police authority;
- ➔ you quote your policy number when calling for help; 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 motorcycle 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 riding your motorcycle on unsuitable terrain.
- Any accident or breakdown brought about by deliberate act by you or another rider covered under this policy and this could have been avoided.
- The cost of repairing the vehicle except as outlined in the roadside and driveway assistance benefit above.
- 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 or on the motorcycle.
- If we fail to perform any obligation for reasons beyond our reasonable control.
- Any claim where the vehicle is not the motorcycle 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 riding a motorcycle.

## Section 7 - Legal Expenses

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### **Sub Section 7 (A).**

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

### **Sub Section 7 (B).**

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

### **Limits**

The most we will pay is €130,000, or €25,000 for claims under sub section B

### **Significant exclusions**

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 certificate as needed by law
- Pleas in mitigation, unless we believe that a plea will have a significant positive effect on the sentence
- Judicial reviews
- For Adviser's costs in claims handled by InjuriesBoard.ie other than the InjuriesBoard.ie Application Fee and Medical Report Fee.

**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.

**How to make a claim**

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on:-

01 865 8807 and quote "AXA Insurance – Bike Legal".

The legal helpline operates from 8am to 8pm Monday to Friday (excluding bank holidays) and 10am to 1pm on Saturdays.

**Counselling**

We will provide you with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary or professional services.

To contact the above counselling helpline, phone us on: 09064 86359.

We will not accept responsibility if the helpline services are not available for reasons we cannot control. Please do not use these numbers to report a general insurance claim.

**Section 8 - Extra Benefits**

**This section is only applicable if shown in your schedule.**

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If Section 1 - Loss or Damage is operative, cover is provided in respect of loss or damage to clothing or protective equipment, the property of the Insured, following an accident, to a maximum value of €600.

## **Miscellaneous Provisions**

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### **Avoidance of certain terms and right of recovery**

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Nothing in the policy or any endorsement will affect the right of any person to obtain payment of a sum of money which the company is obliged to pay by reason of the law of any country in which the policy operates relating to the insurance of liability to third parties. However, you must repay to the company any amount paid which would not have been payable but for the provisions of such law.

### **Payments**

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If so required by legislation all monies payable by the company under the policy will be paid in the Republic of Ireland.

### **Temporary Use in Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.**

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While the motorcycle is in any of the above territories

- (a) No cover applies for injury to anyone in the employment of the person insured arising out of and in the course of that employment
- (b) The company will insure any person using the motorcycle against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by the motorcycle. A payment made under this clause will not affect your No Claims Discount.

## General Exceptions

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Applicable to all sections of the policy.

The Company shall not be liable in respect of:

1. Any injury, loss or damage occurring while your motorcycle is being:
  - (a) Driven by any person not covered by the certificate(s) of motor insurance.
  - (b) Used for any purpose not covered by the certificate(s) of motor insurance.
  - (c) Driven by you, unless you hold a licence to drive such a motorcycle or have held and are not disqualified from holding or obtaining such a licence.
  - (d) Driven with your permission, by any person who to your knowledge does not hold a licence to drive such a motorcycle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (e) Driven by any person who does not comply with the terms exceptions and conditions of the policy.
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3.
  - (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
  - (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) 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 the Company alleges 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 the Insured. In the event 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 motorcycle is in or on any part of an aerodrome, airport or airfield provided for:
  - (a) The take-off and 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 the property of the Insured 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.

8. No cover operates outside of the Republic of Ireland if the Insured or any named driver holds a Provisional Licence.

If the law requires the company to pay a claim which would otherwise not be covered, we reserve the right to recover any amount paid from you.

## **Conditions**

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### **1. Claims procedure**

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

- You must as soon as reasonably possible give the Company notice. You can call our claims action line (day or night) on 1890 24 7 365.
- You must send to the Company immediately any writ or summons, and as soon as possible any letter, claim or other document unacknowledged.
- You must notify the Company immediately of any impending prosecution, inquest or fatal inquiry.
- You must not admit liability for or negotiate the settlement of any claim without the Company's written agreement.
- You must give the Company all information and assistance required.

The Company is entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for its own benefit in the name of any person insured. However, the Company does not have to do so.

### **2. Looking after your motorcycle**

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You must take all reasonable precautions to

- (a) Prevent injury, loss or damage
- (b) Maintain your motorcycle in an efficient and proper roadworthy condition
- (c) Ensure your motorcycle and its accessories are free from any defect.

The Company shall have at all times free access to examine your motorcycle.

### **3. Other Insurance**

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

#### 4. Changes to your policy

You must tell the company immediately of

- Any change of motorcycle
- Any motoring convictions or criminal convictions in relation to Motor Vehicles or any pending
- Any penalty points or penalty points pending
- Any change in driver's health that may affect their ability to drive safely at all times
- Any change in address or occupation
- Any change or modification of the motorcycle
- Any additional motorcycle
- Any change in use
- Any change in main user
- Any change in any other material fact

Please note that

- if a change results in an additional premium of less than €15 then no charge will be made
- if a change results in a refund of less than €15 then no refund will be given

#### 5. Cancellation

##### Cooling-off period

If you cancel within the first 14 days after receiving the policy documents within the first year of insurance, we will refund your full premium providing no claims have been made on your policy. If you cancel the policy after this period in the first year the refund will be based on insurer's short period rates. No refund will be allowed when the policy has been subject to a claim.

##### Cancelling your policy in the first year

If you cancel at any other time during the first year of insurance, we will work out the premium for the period you were insured based on our short period rates. If any claims have been made on the policy during the first year you must pay the full premium and no return of premium will be allowed.

Short Period Rates											
Period which your policy is in force	0-14 Days	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	9 Months	Over 9 Months
Percentage of premium returned	100%	80%	70%	60%	50%	45%	35%	25%	20%	10%	NIL

**Cancelling your policy at any other time**

In the second and any future years, 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. If any claims have been made on the policy during the current year of insurance you must pay the full premium and no return of premium will be allowed.

**Our rights to cancel**

We may cancel your policy by sending you 7 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.

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**6. If you choose not to or cannot drive your motorcycle**

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If your motorcycle is laid up and out of use, you may be able to suspend your cover by returning your certificate of motor insurance.

If allowed, we will suspend all cover when we receive the certificate 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 will be 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:

- your motorcycle 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.

**7. 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 a proposal, a renewal, or any adjustment to the policy or
- Fails to disclose or conceals a fact likely to influence the provision of indemnity or the extent of indemnity provided by the company or
- Makes a statement to the company or anyone acting on the company's behalf knowing the statement to be false in any respect or

- Submits a document to the company or anyone acting on the company's 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 willful act or with your connivance

then and in addition to any other rights or remedies which the company may have under this Policy or otherwise the company:

- will not pay a claim
- will not pay any other claim which has been or will be made under the policy
- may at the company's option declare the policy void
- will be entitled to recover from the Insured the amount of any claim already paid under the policy
- will not make any return of premium
- may inform the appropriate law enforcement authority of the circumstances

## **8. 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.

## **9. Observance of policy conditions**

The policy cover will only operate if its terms, provisions, conditions and endorsements are complied with and the statements and answers in the proposal forms or information given orally and outlined in the proposal confirmation, which forms the basis of the contract are complete and correct.

### **Endorsement 5801** (Operative if shown in your policy schedule)

It is a condition of the policy that in respect of the theft or attempted theft of the motorcycle specified in the schedule, cover will only operate if an alarm and/or immobiliser is fitted to the motorcycle where the motorcycle is in Group 11 or Group 12, or where the value of the motorcycle exceeds €12,500.

## **General Information**

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### **Servicing**

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The company will continue to provide insurance under section 2 (but to you only) while your motorcycle is in the custody or control of a member of the motor trade and used only for its own overhaul, upkeep or repair.

### **Going abroad?**

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Taking your motorcycle to the Continent of Europe? Please let us know at least 3 weeks before you leave, and supply the following information:

- (1) The period for which the cover is required.
- (2) Your policy number.
- (3) The registration number and make and model of your motorcycle.
- (4) Countries to be visited.

The Continent of Europe includes any country in or outside Europe whose Green Card Bureau is a member of the Council of Bureaux in London.

### **Moving home?**

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Please bear in mind that the company needs to have your current address. This will make sure that your renewal invitation will reach you in good time and avoid confusion in the event of a claim.

### **Change of motorcycle?**

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You are reminded of Condition 3 of the policy. Cover applies only to the motorcycle notified to and accepted by the company. If you get a new motorcycle or an additional motorcycle you must supply us with full particulars if you want cover for it. You will need a new Certificate. If you sell dispose of your motorcycle you must return the certificate.

## **Other Changes?**

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The policy cover is based on the details you supplied on the proposal form.

Hence it is important that any subsequent alterations to these details e.g. change of:

- your occupation
- use to which your motorcycle is put
- “main user” of your motorcycle

should be notified to us without delay.

## **Payment By Instalments**

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If you are paying, or have agreed to pay, the premium for this policy by direct debit deductions from a bank or building society account, you must keep payments up to date. Failure to pay instalments will result in the withdrawal of instalment facilities and/or cancellation of the policy. This may also occur if you fail to repay a loan from another party used to pay the premium.

## **Motorcycle Groups**

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Your Motorcycle Group affects both the premium we charge and the first part of a claim that you must pay for own damage, fire or theft, known as an excess. If you are unsure of the Group of your motorcycle please contact your local AXA insurance branch.

## **What to do after an accident**

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**This page is for your assistance and does not form part of the policy.**

Note the registration number of the vehicles involved.

Ask for the names and addresses of other people involved and any witnesses.

Make a sketch plan of the scene of the accident.

Do not admit responsibility or sign any statement to this effect.

If the accident results in damage to another vehicle, an animal, or other property, to comply with the law you must

- stop
- give your name, address and registration particulars of the motorcycle (along with the owner's name and address) to anybody requiring the information.

If anyone other than yourself is injured you must show your Certificate to the Gardai or to any other person reasonably asking. If you cannot do this at the time of the accident, report the accident to the Gardai as soon as possible and in any case within 24 hours. You must also show your Certificate to any person reasonably asking, if you have caused damage to another vehicle or property.

### **Getting your motorcycle repaired**

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If the damage is covered by your policy

- please arrange to remove your motorcycle to the nearest competent repairer and ask for an estimate to be sent to the company as soon as possible.

### **Excess**

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Where a damage claim is subject to an excess, it is the company's practice to instruct the repairer to collect the excess from you directly, when the repair is complete.



### **Telling the Company**

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Ring the AXA Claims Action Line at 1890 247 365 as soon as possible.

### **Prosecutions**

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You must let the company know at once if you receive notice of any intended prosecution as a result of the accident.

It would also help the company as your insurers to know if other parties involved in the accident are to be prosecuted. Please tell the company.

### **Claims made against you by other persons**

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Send all letters and other correspondence to the company as quickly as possible so that the company can deal with them on your behalf.

Do not admit liability for the accident or make any offer of payment.

In your own interest, you should contact the company if you are asked to give a statement to anyone.

### **Stolen motorcycles**

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Please notify the Gardaí as soon as the loss is discovered.

If the motorcycle is not recovered the company will negotiate settlement of your claim on the basis of the market value in accordance with the policy.

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# we're here to help /

- ➔ If you have questions,  
please ring us on 1890 777 555.

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