

policy document /  
**taxi & hackney insurance**



**great service and  
better benefits**

ROI September 2011

In the event of a claim  
please call our 24 hour  
Claims Helpline on:

**1890 24 7 365**

003531 8583200 from outside ROI

## 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 broker (if any) or 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@axa.ie](mailto:axacustomer@axa.ie) or write to AXA Insurance, Customer Care, Freepost, Dublin 1.

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

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House,  
Lincoln Place, Dublin 2. Locall: 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.

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### **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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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 certificate of insurance;
- the schedule; and
- any endorsement that 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 and any further premium we may need, we will cover death, injury, loss or damage which happens during the period of insurance and provide 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

**Definitions**

<b>We/ Us/ Our/ the Company</b>	means AXA Insurance Limited.
<b>You/ Your/ the Insured</b>	means the Insured as named in the schedule.
<b>Vehicle</b>	means any motor vehicle details of which have been advised to the Company.

The Continent of Europe includes any Country which is a member of the European Union and any other Designated Territory within the meaning of Road Traffic legislation.

**Cover Available**

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

<b>Comprehensive</b>	You have the benefit of the entire policy.
<b>Third Party Fire &amp; Theft</b>	Section 1(A) does not apply.
<b>Third Party</b>	Section 1 does not apply.

The schedule also shows what endorsements, if any, apply to the policy.

Where more than one vehicle is insured by the policy the insurance will operate as if a separate policy had been issued for each.

Section 1 applies only to the vehicle notified to and accepted by the Company

**SECTION 1A Loss or damage to your vehicle**

The Company will pay for loss of or damage to the vehicle covered by the policy and its accessories and spare parts while they are in or on the vehicle, including permanently fitted radios not otherwise insured but excluding two way radios, meters, telephones, hi-fi or similar equipment.

**Excess**

An excess is the amount of any claim which you are required to pay. If your vehicle suffers any loss or damage you are required to bear the first €250 of the loss payable.

**SECTION 1B Fire and theft**

The Company will pay for loss of or damage to the vehicle covered by the policy, and its accessories and spare parts while they are in or on the vehicle, including permanently fitted radios not otherwise insured but excluding two way radios, meters, telephones, hi-fi or similar equipment, caused by fire or theft or attempted theft.

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

**What does the Company pay?**

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 the vehicle, or damaged or lost parts and accessories.

If the Company knows that your vehicle 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 of a claim).

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 advised by you to the Company.

If the Company settles a claim as a total loss, we reserve the right to retain the salvage if we so desire.

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

### Repairs, Collection and Delivery

The Company reserves the right to arrange for the removal of the vehicle to other repairers, paying for such work that has already been done.

The Company reserves the right to accept, decline or invite estimates.

You may authorise repairs, provided such repairs are economical and an estimate is sent immediately to the Company. You must also keep any damaged parts for inspection.

If the vehicle is disabled as a result of an incident covered by this section, 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 the vehicle to your address in the Republic of Ireland.

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

Where an excess applies, payment of this is your responsibility.

### Exceptions to Section 1

The Company will not pay for:

1. Losses you sustain through not being able to use your vehicle (including the cost of hiring another vehicle).
2. Depreciation.
3. Wear and tear.
4. Mechanical or electrical breakdowns, failures or breakages (we will not pay for the item which broke down, failed or broke but we will pay for any consequent loss or damage which is covered).
5. Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
6. Repairs or replacements which improve your vehicle beyond its condition before the loss or damage.
7. Loss or damage to anything in or on your vehicle other than its accessories and spare parts.
8. Loss or damage to any permanently fitted radio exceeding €1,270 or 10% of the market value of your vehicle, whichever is the less. Any payment will be limited to the market value of the radio at the time of loss.
9. Loss or damage resulting from the use of your vehicle in a rally, competition or trial.
10. Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
11. Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
12. Loss resulting from repossession of the vehicle or restitution to its rightful owner.
13. Loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.

### Third Party

The Company will insure the person insured against legal liability (and the associated costs below) for damages in respect of:

- accidental death of or bodily injury to any person, and
- accidental damage to property up to the amount specified in the schedule arising from the negligent use of your vehicle.

### Driving other Cars

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

### 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.

### Limit of Indemnity Exceeded

In connection with any one 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.

### Excess

An excess is the amount of any claim which you are required to pay. Where a Third Party claim is subject to an excess the amount payable will be indicated by endorsement in the schedule in this policy.



**Persons Insured**

- (a) You.
- (b) Any person allowed to drive with your permission by the current certificate of motor insurance.
- (c) Any person using (but not driving) your vehicle with your permission for social domestic and pleasure purposes.
- (d) If you wish, any person (other than the driver) in your vehicle or getting into or out of it.
- (e) The personal representative of any person in (a) to (d) following that person's death (but only in respect of the deceased's liability).

**Associated Costs**

1. Costs and expenses recoverable by a 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 €1270 against a charge of manslaughter or dangerous driving causing death or serious bodily injury.

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

**Temporary Use On The Continent Of Europe**

The minimum indemnity required to comply with the laws relating to the Compulsory Insurance of Motor Vehicles applies while the vehicle is on the Continent of Europe (or in transit by sea between any ports therein).

**Exceptions to Section 2**

The Company does not cover:

1. Damage to property belonging to, or held in trust by, or in the custody or control of, the persons insured.
2. Damage to any vehicle being driven or used by a person insured.
3. Any person in (a), (c), (d) and (e) if to that person's knowledge the driver of the vehicle does not hold a licence to drive such a vehicle or has held and is not disqualified from holding or obtaining such a licence.
4. Any person other than you who has insurance under another policy.
5. Any person in the Motor Trade driving the vehicle for overhaul upkeep or repair.
6. Any person insured who does not comply with the terms, exceptions and conditions of the policy.
7. Death of or bodily injury to any person driving or in charge of the vehicle.
8. Death of or bodily injury to any person employed by a person insured sustained while in the course of that employment, except in so far as is necessary to meet the requirements of Road Traffic Legislation.

**SECTION 3 Towing Disabled Vehicles**

The policy will operate while the vehicle is being used to tow a single disabled mechanically propelled vehicle and Section 2 will apply to your legal liability arising from the towed vehicle.

**Exceptions to Section 3**

THE COMPANY DOES NOT COVER:

- Towing of any description other than the above,
- towing vehicles for reward,
- damage to or loss of the towed vehicle or any property in the towed vehicle.

**SECTION 4 Emergency Treatment**

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises.

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

**SECTION 5 No Claims Discount****In respect of section 1 of your policy, Loss or Damage to your Vehicle:**

If you have consecutive periods of insurance with the Company without an incident giving rise to a claim, your premium at the following renewal will be reduced as follows:

One period	20%
Two periods	30%
Three periods	40%
Four periods	50%
Five periods	55%
Six periods	60%

**In respect of Section 2 of your policy, Liability to Third Parties:**

If you have consecutive periods of insurance with the Company without an incident giving rise to a claim, your premium at the following renewal will be reduced as follows:

One period	20%
Two periods	30%
Three periods	40%
Four periods	50%
Five periods	55%
Six periods	60%

If during a period of insurance an incident happens giving rise to a claim under the policy the No Claims Discount at next renewal will be reduced to nil.

For No Claims Discount purposes, a period of insurance is one year between the beginning of the policy and renewal date, or between renewal dates.

The Company may change these scales at any renewal date.

If the Company makes a payment either to you, a Third Party or in investigating or defending a claim, which cannot be recovered from another person or insurer, a claim will count against your No Claims Discount even if you were not at fault. The Company will not be obliged to pursue such a recovery.

A reported incident may not give rise to a claim. However, we reserve the right to decide at what stage the incident may be considered one which will not give rise to a claim. At this stage your No Claims Discount will be reinstated.

Payments made, including associated costs and expenses, which are subsequently recovered in full by the Company do not count as a claim under your policy.

**SECTION 6 Payments Clause**

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

Stamp Duty has been or will be paid to the Revenue commissioners in accordance with the provisions of Section 113 of the Finance Act, 1990.

**SECTION 7 Avoidance of certain terms and right of recovery**

Nothing in this 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.

**SECTION 8 General Exceptions**

Applicable to all sections of the policy.

The Company shall not be liable in respect of:

- Any injury, loss or damage occurring while your vehicle is being:
  - Driven by any person not covered by the certificate of motor insurance.
  - Used for any purpose not covered by the certificate of motor insurance.
  - Driven by you, unless you hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence.
  - Driven with your permission, by any person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - Driven by any person who does not comply with the terms exceptions and conditions of the policy.
- Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 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,
  - Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear components.
- 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):
  - 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 the "Third Party" section 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 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 of

A 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.

## SECTION 9 Conditions

### 1. Claims Procedure

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 written notice.
- 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 Vehicle

You must take all reasonable precautions to:

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

The Company shall have at all times free access to examine such Vehicle.

### 3. Other Insurance

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. Change to your policy

You must tell the Company immediately of:

- Any change of vehicle.
- Any convictions or pending prosecutions.
- Any penalty points incurred on your driving licence.
- Any change in driver's health.
- Any change in address or occupation.
- Any change or modification of the vehicle.
- Any additional vehicle.
- Any change in use.
- Any change in main user.
- Any change in any other material fact.

### 5. Cancellation (including 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 and disc to us. We will refund your full premium providing no claims have been made on your policy. The Company may cancel the policy by sending 10 days notice by registered letter to you at your last known address. In such event we may return a proportionate part of the Premium, provided the certificate and disc have been returned. You may cancel the policy by returning the certificate and disc to the Company with a written instruction to cancel. If no claim has arisen during the current period of Insurance you shall be entitled to a return of the premium less premium at the Company's short period rates



as shown below for the time the policy has been in force. If the insurance has been in force for a period exceeding twelve months and no claim has arisen since the last renewal the Company may return a proportionate part of that premium.

If the certificate and disc are returned together with your written instructions to cancel cover for a named driver, the Company may return a proportionate part of the charge for that driver, provided no claim has arisen involving that driver in the current period of insurance.

**Short period rates**

Period of cover not longer than:	1 mth	2 mths	3 mths	4 mths	5 mths	6 mths	7 mths	8 mths	9 mths	9mths +
% of premium we will return:	80%	70%	60%	50%	45%	35%	25%	20%	10%	Nil

## 6. Suspension

If your vehicle is laid up and out of use you can suspend your cover by returning your certificate of motor insurance and insurance disc. All cover will be suspended from the date the certificate and disc are received, except for loss or damage caused by fire or theft or attempted fire or theft, where the policy provides such cover.

Subject to the period of suspension being not less than 28 days and provided the laying up does not result from loss or damage which may give rise to a claim under the policy, you will be entitled to 75% of the premium for the period the policy was suspended, or 80% if your cover is Third Party Only.

**This section is inoperative if this policy is issued or renewed for a period of less than twelve months.**

## 7. Fraud

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 likely to influence whether we accept your proposal, your renewal, or any adjustment to the policy;
- fails to reveal or hides a fact likely to influence the cover we provide; makes a statement to us or anyone acting on our behalf knowing the statement to be false in any way;
- sends us, or anyone acting on our behalf, a document knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

This action applies 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).
- 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 know about the circumstances.

## 8. Arbitration

If we accept a claim under section 1 of this policy, but we cannot agree the amount we will pay you, we will pass the matter to a legally appointed independent arbitrator. The arbitrator must have made a decision before you can take legal action against us.

## 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.

## 10. Additional/return premiums

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

## Endorsements

### (5901) Third Party Specified Trailer Cover

Section 2 of this policy covers:

Any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid:

- Whilst such trailer is attached to your vehicle.
- Whilst such trailer is detached from your vehicle provided that:
  - Such trailer at all times remains in your care, custody or control.
  - Such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

### (5902) Meter, Two-way Radio, Receipt Machine, Global Positioning Satellite System

The company will pay you in the event of loss of or damage to a Meter and/or Two-Way Radio and/or Receipt Machine and/or Global Positioning Satellite System, fitted in your car.

The maximum amount payable by the Company in respect of any claim under this endorsement shall not exceed the amount specified in the Schedule.

A payment made under this endorsement will not affect your No Claims Discount

### (5903) Windscreen Breakage

The Company will pay you in the event of a windscreen or window of your vehicle being broken from an accidental or malicious cause not involving other damage to your vehicle except resulting scratching to surrounding bodywork. The maximum amount payable by the Company in respect of any claim under this section shall not exceed the amount specified in the schedule.

A payment made under this endorsement will not affect your No Claims Discount.

### (5904) No Claims Discount Protection

You can buy this cover for an additional charge.

This cover allows you to make one claim without reducing your no-claim discount. We will treat a second claim as one claim and your no-claim discount will be reduced to nil. 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. Although you can protect your no-claim discount, your premium may increase if:

- you make unreasonably large or excessive claims;
- you receive motoring convictions;
- criminal proceedings result from the accident giving rise to a claim under the policy; or
- we decide it is necessary for any other reason.

**(5905) Drivers Fatal Accident Cover****Definitions:**

the insured in this endorsement means any driver including you who is driving your vehicle and whose driving is covered by the certificate.

In the event of death of the Insured sustained as a result of an accident while driving your vehicle or while getting into or out of it for the purposes of driving we will pay compensation to the Legal Personal Representatives of the Insured according to the benefit specified in the schedule.

**Exceptions**

This Insurance does not cover death directly or indirectly resulting from or consequent upon:

- Any accident where the death does not occur within 12 months from the date of accident.
- Suicide or attempted suicide or intentional self injury or the Insured being in a state of insanity.
- The Insured's own criminal act.
- The Insured engaging in or taking part in racing or speed testing.
- The Company will not be liable where death is sustained whilst the Insured is under the influence of alcohol or drugs.

**Provisos**

1. In respect of an Insured who has attained their 75th birthday, compensation shall not be payable from the renewal date following that birthday.
2. The Legal Personal Representative shall observe, fulfil and be subject to the terms, exceptions and conditions of this policy insofar as they can apply.

**(5906) Personal Accident Cover**

The Company will pay the relevant benefits as detailed below in the event that you sustain bodily injury as a result of an accident:

1. While travelling in or on, including getting into or out of:
  - (a) Any road vehicle (excluding motor cycles, tractors, combines and farm implements but including pedal cycles, whether motor assisted or not) as a passenger or driver.
  - (b) Any boat or railway train as a fare paying passenger.
2. In connection with a railway train or road vehicle in which you are involved as a pedestrian.

**Benefits Payable**

Section	Benefit 1	Benefit 2	Benefit 3	Benefit 4
A	€10,000	€15,000	€17,000	€19,000
B	€10,000	€15,000	€17,000	€19,000
C per week	€67.49	€101.23	€114.73	€128.23

Benefits under A or B above may be increased by payment of an additional premium.

**Section A - Death**

Occurring within twelve calendar months from the date of the accident.

**Section B - Permanent Disablement**

Total loss by physical separation at or above the wrist or ankle of at least:

- One hand
- Or one foot
- Or total and irrecoverable loss of all sight in one eye.

Occurring within twelve calendar months from the date of the accident.

**Section C - Temporary Total Disablement**

In consequence of which you are immediately following the injury and continuously thereafter entirely incapacitated from attending to any business or following any occupation.

**Exceptions**

The Company will not pay benefit:

- For suicide or attempted suicide or intentional self injury or you being in a state of insanity.
- For your own criminal act.
- For any physical defect or infirmity.
- In the case of women, pregnancy or childbirth.
- If you are engaging in or taking part in racing or speed testing.
- Where death is sustained whilst you are under the influence of alcohol or drugs.

**Provisos**

(a) Compensation under Section C shall only be payable if:

- (i) Notification of a claim under this section is made to us within 28 days of the date of occurrence; and
- (ii) you immediately attend a duly qualified Medical Practitioner and commence suitable treatment.  
Payment will be made only in respect of the period during which you are undertaking medical treatment. Inability to take part in sports or pastimes will not, of itself, constitute total disablement.

(b) Compensation will not be paid:

- (i) under more than one of Sections A or B.
- (ii) under section C for any disablement for which compensation is payable under Sections A or B. If a claim arises under Section A or B this endorsement will cease to operate from the date of the accident.
- (iii) Under Section C, until the total amount payable is agreed, and not for more than 156 weeks in respect of any one accident.

(c) If you make a claim under Section C, and subsequently make a claim under Section A or B in respect of the same injury, the maximum amount payable under this endorsement will be that payable in respect of Section B.

**Conditions**

1. You must give the Company immediate notice of any accident which causes disablement that is within the meaning of this endorsement, and you must place yourself in the care of a duly qualified Medical Practitioner and commence suitable treatment.
2. The Company must be given immediate notice of death resulting or alleged to result from an accident within the meaning of this endorsement.
3. The Company will not pay any compensation unless our Medical Adviser(s) are allowed as often as they require to medically examine you.

**(5907) MOTOR RESCUE**

In the event of the Insured vehicle being immobilised as a result of electrical or mechanical breakdown or accident, [including fire, attempted theft and malicious damage], AXA Assistance [“the company”] will arrange and pay for the benefits set out hereafter.

**Definitions**

The Insured

Shall mean any driver including the Insured who is driving the vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured’s knowledge and consent.

**Benefits**

1. Labour

The cost of call out and up to one hour’s labour charged by a repairer, provided the repair is carried out in situ and not at the repairers premises.

2. Towing

The cost of towing the vehicle to the nearest competent repairer or to any other requested location, if closer.

3. Message Replay

The relay of any relevant messages relating to the assistance on behalf of the Insured.

This service is not a mechanical service and service will not be provided whereby the Insured is aware of a mechanical problem and spare parts have already been acquired for the cause of breakdown.

**Exceptions**

The company will not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses which are recoverable from any other source.
3. For any claim arising where the vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer’s specifications, or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable, willful and deliberate act committed by the Insured.
5. For the cost of repairing the car other than outlined in the benefit, Number 1.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle’s mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. For any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions or any other act or omission of any public authority [including Government] whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties [whether or not within the Company] or any other cause whatsoever where such cause is beyond our reasonable control.
9. For any damage done to your vehicle sustained because of a forced entry to it is required to provide you with assistance. You may be asked for a separate declaration acknowledging this.

**Conditions**

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
3. In the event of cancellation of the Policy by the Insured, no return of premium shall be allowed in respect of the Assist portion of the premium.
4. Territorial limits of cover are the Island of Ireland.
5. Vehicles eligible for assistance will be restricted to private cars or small vans modified for use as a Taxi or Hackney.
6. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy with AXA Insurance Limited.
7. If, in the opinion of the Repairer attending your call for assistance either you or the driver of your vehicle is under the influence of alcohol or drugs, assistance of any kind may be refused.

**(5908) DRIVING OTHER CARS - EXTENDED COVER**

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

**If**

- The Policy Schedule indicates that cover is Comprehensive, and
- The applicable Certificate of Motor Insurance contains the “Driving other Cars” clause numbered 5(b), and
- You are responsible for the care and safekeeping of a car being driven under clause 5(b) on the Certificate of Motor Insurance, and
- You are not a regular user or driver of such car

**then**

In addition to indemnifying you, and you only, under Section 2, the Company will indemnify you and you only, in the terms of Section 1 of this Policy in respect of any car only you are driving under clause 5(b) on the Certificate of Motor Insurance.

**provided that**

- There is no other insurance policy in force covering your driving of such car (whether or not such a policy would cover what is covered by this extended cover), and,
- Such car does not belong to you or your Spouse/Partner, and
- The engine capacity of such car does not exceed 3000 cubic centimetres, and
- The maximum amount the Company will be liable to pay under this extended cover is the current insured value of the vehicle stated in the Policy Schedule, and
- You are in lawful possession of such a car, and have been so for a period of less than 30 days, and
- The loss or damage occurs in the Republic of Ireland.

Nothing in the condition entitled “Other Insurance” in the Conditions of this Policy makes the Company liable to pay any amount which would not be payable under this extended cover.

### (5909) - Lifetime No Claims Discount

Even if the policy states that we will reduce your No Claims Discount because of a claim, we will not reduce your No Claims Discount no matter how many future claims you have or what type they are.

For this cover to operate;

- The No Claims Discount will have reached the maximum level possible in respect of both Sections 1 and 2.
  - Drivers must be;
    - (i) aged over 30
    - (ii) the Insured or the spouse of the Insured
  - Drivers 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, refusal to provide a sample or leaving the scene of an accident or similar offences.
- You have been given this cover in view of your excellent claim free record. If you abuse this cover we can, at our discretion, remove it at any time. If this happens, claims that have arisen while you had this cover will not be taken into account when calculating future premiums.

Even though the No Claims Discount we give you will not be affected, any statement of No Claims Discount we issue will be drawn up as if you did not have any No Claims Discount protection and any claims you have will appear on such a statement. Other insurers may take those claims into account when deciding to insure you or in calculating your premium.

**The following information is for your assistance only and does not form part of the policy.**

### Changes Of Risk

The policy cover is based on details you supplied on the proposal. Hence it is important that any subsequent alterations to these details be notified to the Company without delay, to avoid invalidating the cover provided by the policy. Examples of such alterations could include:

- Any change of vehicle.
- Any convictions or pending prosecutions.
- Any penalty points incurred on your driving licence
- Any change in driver's health.
- Any change in address or occupation.
- Any change or modification of the vehicle.
- Any additional vehicle.
- Any change of use.
- Any change in main user.
- Any change in any other material fact.

### Driving Other Cars

If you are permitted by the Certificate of Motor Insurance to drive other cars you should note that the only cover applying to a car not owned by you or hired to you under a hire purchase agreement is Third Party Only unless endorsement number 5908 applies in the schedule to this policy.

### Servicing & Maintenance

The Company will continue to provide insurance (but to you only) while your vehicle is in the custody or control of a member of the Motor Trade and used only for its overhaul, upkeep or repair.

### Going Abroad?

If your vehicle is to be driven on the Continent of Europe please let us know at least 21 days prior to departure, and let us know:

- (i) The period for which cover is required,
- (ii) your policy number,
- (iii) the registration number, make and model of your vehicle,
- (iv) the countries you will visit.

### Changing Address?

Please bear in mind that we need 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.

### What to do after an accident - At the Scene

- Note the registration of the vehicles involved.
- Ask for the names and addresses of other people involved and any witnesses.
- Make a sketch plan of the scene.
- 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 vehicle (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 Gardaí as soon as possible and in any case within 24 hours. You must also show your certificate to any person reasonably asking for it, if you have caused damage to another vehicle or property.

### Getting Your Vehicle Repaired

If the damage is covered by your policy please arrange to remove the vehicle to the nearest competent repairer and ask for an estimate to be sent to the Company as soon as possible.

### Excess

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

### Telling The Company

Complete and send an accident report form to the company as soon as possible. If you do not have one, they can be obtained from your broker/agent or from the company.

### Prosecutions

You must let us know at once if you receive notice of any intended prosecution as a result of the accident. It would also help us as your insurer to know if other parties involved in the accident are to be prosecuted. Please tell the Company.

### Claims Made Against You By Other Persons

Send all letters and other correspondence to us as quickly as possible so that we 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 us if you are asked to give a statement to anyone.

### Stolen Vehicles

Please notify the Gardaí as soon as a loss is discovered. If the vehicle is not recovered we will negotiate settlement of your claim on the basis of the market value in accordance with the policy.



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

- ➡ If you have questions or complaints  
phone your Broker or contact your  
local AXA Branch
- ➡ For help with claims, ring us on  
**1890 24 7 365**  
(From outside ROI 003531 8583200).

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