



ROI Direct Customers  
June 2019

# Car Insurance Policy

Know You Can



# Useful phone numbers

## Customer helpline

Or call your local branch for queries or changes to your policies.

**1890 24 7 365**

(003531 8583200 from outside the ROI)

## Claims

If you need to claim, please call our 24-hour claims helpline on:

**1890 24 7 365**

## Motor rescue

Your policy schedule will show if you have chosen this cover. If your vehicle has broken down or you need help in an emergency, call us at these numbers day or night.

**1890 24 7 365**

(00353 906486353 from outside the ROI)

## Glass damage

Your policy schedule will show if you have chosen this cover.

Please note you are not obliged to use these companies.

Allglass Windscreens

**1890 80 90 01**

Mr. Windscreen

**1800 51 23 45**

# Welcome to your car insurance policy

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world. Here in Ireland, we meet the motor insurance needs of 500,000 people.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact us in the way that suits you.

# Need to find something quickly?

| <b>If the question is...</b>   | <b>then look at page</b> |
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## **And if your question is one of these...**

|   |
|---|
| I want to change my car, how do I do this?                                |
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**Please ring us on 1890 24 7 365 or contact your local branch and we'll give you the answer.**

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# Caring For You

There may be times when you feel you don't get the service you expect from us.

Here's 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 can't 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**.

If you're unhappy with how we've dealt with your complaint, you may be able to refer to:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place,  
Dublin D02 VH29.  
Tel: +353 1 567 7000.  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Web: [www.fspo.ie](http://www.fspo.ie)

## **Our promise to you:**

We'll reply to your complaint within five days.

We'll investigate your complaint.

We'll keep you informed of progress.

We'll do everything possible to sort out your complaint.

We'll use feedback from you to improve our service.

# Your policy wording

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 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 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 or in transit by sea between any ports therein.

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 dac



**Phil Bradley**

**Chief Executive**

AXA Insurance dac  
Registered number 136155  
Registered office Wolfe Tone House,  
Wolfe Tone Street, Dublin 1.

# General definitions

## **Certificate of insurance**

Evidence of your motor insurance that we issue. It shows who is covered to drive your vehicle and the purposes for which it can be used.

## **Deception**

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

## **Endorsement**

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

## **Europe**

Any member state of the European Union and any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

## **Excess**

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

## **Ireland**

The Republic of Ireland

## **Market value**

The amount you would have got for your vehicle if you offered it for sale.

## **Period of insurance**

The period for which we have accepted your premium.

## **Personal belongings**

Clothes and personal items you own or are looking after.

## **Policy**

The contract of insurance between you and us.

## **Schedule**

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

## **UK**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## **We, our, us**

AXA Insurance dac.

## **You, Your**

The policyholder named in the schedule including parties jointly described.

## **Your car**

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

# General conditions

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

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

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

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

## 1. Cancelling the policy

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

When we receive your certificate, disc and written request, your policy will be deemed cancelled immediately. If you have not claimed or there is no incident that is likely to result in a claim during the current period of insurance, we will work out a refund on the following basis:

- ▶ If you have had continuous cover for more than 12 months, we will work out the percentage of premium for the period you have been insured and refund any balance after an administration fee has been taken away.

- ▶ If you cancel within the first 14 days 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 after the first 14 days after receiving the policy documents and within the first year of insurance, we will refund your premium based on the figures in the table.

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

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

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

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

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

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

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

## **2. Paying by instalments**

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building society account, you must keep your payments up to date. If you do not, we will withdraw the option to pay by instalments or cancel the policy (or both). You must then return your certificate and disc to us.

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

## **3. Handling claims against you**

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

## **4. Changes to your policy**

You must tell us immediately about any:

- ▶ change of car or any other vehicle, you buy, sell or take ownership of;
- ▶ convictions, prosecutions, penalty points (or any pending) which apply to you or any other driver of your car;
- ▶ change in the driver's health that may affect their ability to drive;
- ▶ modifications or alterations to your vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts whether these changes were present when you purchased the car or not;

- ▶ change of employment;
- ▶ change of address;
- ▶ change in use or in the main user; or
- ▶ other important change(s).

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

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

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

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

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

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

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

We will suspend all cover from the date we receive the certificate and disc of insurance, except for loss or damage caused by fire and theft, or attempted theft, if we cover fire and theft under the policy. During the period of suspension we will not have any liability for third party damage and/or injury.

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

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

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

## 6. Claims procedure

If there is an accident, you must immediately do whatever you can to protect the car and its accessories. You or your legal representative must give us full details by phoning the claims helpline (1890 24 7 365 or 003531 8583200) within 48 hours, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event without replying to them.

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

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

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

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

You must obtain names and addresses of any witnesses at the scene of the accident.

The registration and insurance details of your car should be provided to any other party involved and also the Gardaí if requested.

If any person is injured, the accident must be reported to the Gardaí whether they attend the scene or not.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurer's Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1, D01E7E8  
Tel: +353 1 676 9944 | Fax: +353 1 676 1108  
Email: info@mibi.ie

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

## 7. Looking after your car

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

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

You should ensure that:

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

## 8. Other insurance

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

## 9. Getting our claims costs back

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

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we

may get that payment back from you or from the person responsible.

## **10. Misrepresentation and Deception**

Definitions:

- ▶ Misrepresentation is when someone makes a false statement to another person to encourage that person to enter into a contract.
- ▶ Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

We will take the action shown below if you or anyone acting for you:

- ▶ fails to reveal or hides a fact that is likely to influence whether or not we accept your proposal, your renewal, or any adjustment to the policy;
- ▶ fails to reveal or hides a fact that is likely to influence the cover we provide;
- ▶ makes a statement to us or anyone acting on our behalf, knowing the statement is not true;
- ▶ sends us or anyone acting on our behalf a document, knowing the document is false;
- ▶ makes a claim under the policy, knowing the claim is false or misleading; or
- ▶ makes a claim for any loss or damage deliberately caused by you or a person covered to drive your car or with your knowledge.

We may take one or more of these actions as well as our other rights:

- ▶ We will not pay a claim.
- ▶ We will not pay any other claim which has been or will be made under the policy.
- ▶ We may declare the policy void (in other words, we can treat it as if it has never existed).
- ▶ We will be entitled to recover from you the amount of any claim we have already paid or are obliged to pay by law or otherwise under the policy.
- ▶ We will not return your premium.
- ▶ We may let the appropriate law enforcement authorities know about the circumstances.

- ▶ We may alter the cover or level of cover we provide.

If you commit a fraudulent act on any other policy, then we may:

- ▶ cancel that policy or declare it void from inception
- ▶ cancel that policy immediately and return any premium owed to you
- ▶ not pay any claims that have been or will be made under that policy
- ▶ be entitled to recover from you the total amount of any claim already paid under that policy including any recovery costs
- ▶ inform the Garda Síochána of the circumstances

## **11. Dispute Resolution**

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

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, we may agree to refer the dispute to arbitration or mediation. The arbitrators decision will be final and binding.

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

## **12. Payment**

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

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

## **13. Driving Licence Conditions**

No cover will apply under this policy for any driver who is not meeting the conditions of his/her licence/learner permit. This includes conditions relating to the class of vehicle being

driven, the requirement to be accompanied when driving under a learner permit or any other restriction or condition that may apply.

#### **14. Customers with Drivesave apps/units in their cars**

If data from your AXA Drivesave App/Unit reveals that you are driving dangerously, AXA may at its sole discretion declare your Insurance Contract void, or cancel your policy, in addition to any other rights AXA has under the terms of your policy.

## **SECTION 1**

# **Loss and damage to your car**

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

### **What's covered?**

We will pay for:

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

This will involve:

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

We will choose which option is appropriate.

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

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

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

If your car is stolen and is not found or, after it is found is not worth repairing, we will pay you the market value of your car, including accessories and spare parts at the time they are lost, stolen or damaged. If your car is stolen and you become aware that it has been found you must tell us immediately even if your claim has already been settled.

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

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

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

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

### **Fire Brigade Charges**

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

The most that we will pay for any one claim is €1,000 and a claim under this section will not affect your no claims discount.

## Replacement Locks

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

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

We will not pay:

- ▶ If your keys are stolen by deception or fraud or taken by a member of your family who normally lives with you
- ▶ Any loss where the keys are recovered before the locks and alarms are replaced
- ▶ For any loss if you do not report the theft of keys immediately to the Gardaí or proper police authority.

You will need to provide written proof you have given this notice. A claim under this section will not effect your no claims discount.

## Personal Belongings

We will pay you up to €500 for personal belongings carried in your car if they are lost or damaged caused by accident fire, theft or attempted theft. You are not covered for:

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

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

## Salvage (if your car is written off)

We will settle your claim by replacing your car or by paying the market value (or purchase price of your car whichever is the lower) of your car before it was damaged. As part of settling your claim, your car

will become our property and you must send us the vehicle licensing document and keys.

We will be entitled to take possession of and dispose of your damaged car, at any time during the course of a claim. If we know that your car is covered by a hire purchase or contract-hire agreement, we will pay any claim to the owner described in the agreement.

## Replacing your car with a new one

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

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

We will only do this if:

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

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

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

## Loss of or damage to a car you are driving which is temporarily borrowed from another person

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

As well as covering you for your legal responsibility to others, we will give you cover as described in section 1 and section 2 if applicable.

This cover will only apply if:

- ▶ the policy schedule shows that your cover is comprehensive;
- ▶ the certificate of motor insurance contains the 'driving other cars' clause number 5(b);
- ▶ you are driving a private passenger vehicle. It does not include:
  - ▷ Vans;
  - ▷ Car-vans;
  - ▷ Jeep-type vehicles with no seats in the back; or
  - ▷ Vans adapted to carry passengers.
  - ▷ Vehicles registered outside the Republic Of Ireland
  - ▷ Vehicles modified beyond manufacturers, standard specification
  - ▷ Vehicles hired or leased to you
  - ▷ Cars with an engine size greater than 2000cc
- ▶ you are responsible for looking after a car that is being driven under clause 5(b) of the certificate;
- ▶ the other vehicle is properly compliant with a valid NCT test certificate
- ▶ you do not regularly use or drive the car;
- ▶ there is no other insurance policy which covers you driving that car (whether or not that policy would cover what is covered by this extended cover);
- ▶ the car does not belong to you or your husband, wife or partner;
- ▶ the other vehicle is properly compliant with road traffic legislation;
- ▶ you have the owner's permission to drive the car and have been driving it for less than 30 days; and
- ▶ the loss or damage happens in the Republic of Ireland.

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

### Our uninsured driver promise

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

Your excess will have to be paid.

### Conditions:

We will need:

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

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

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

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

This promise is for comprehensive policyholders only.



### What's not covered under this section of the policy

#### **Excess**

You will not have to pay an excess if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft. You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section. Nor will we seek on your behalf to recover an excess from another person.

Please refer to your schedule to see what excess applies to your policy. You can reduce your policy excess by €100 if you use an AXA garage. This reduction is not available to Studentfirst policies.

#### **Voluntary Excess**

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

**What's not covered under this section of the policy**

- ▶ Loss of use or any other resulting loss.
- ▶ Reduction in your car's value because it has been repaired.
- ▶ Wear and tear.
- ▶ Mechanical or electrical failure, breakdowns or breakages.
- ▶ The cost of hiring another car.
- ▶ The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage took place.
- ▶ Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- ▶ Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- ▶ Loss or damage caused by theft or attempted theft if the car was taken by a member of your family or household or taken by an employee or ex-employee of the owner of the car unless you can provide us with written confirmation of notifying Gardaí of the theft.
- ▶ The cost of importing parts or accessories for your car from outside the European Union.
- ▶ Loss or damage to your car's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.
- ▶ Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car.
- ▶ Loss or damage from using your car in a rally, competition, trial or on any race track, circuit or other prepared course.
- ▶ Loss or damage as a result of incorrectly fuelling your car or from the use of sub-standard or contaminated fuel, lubricant or parts.
- ▶ The cost of importing parts or accessories for your car from outside the European Union.

**What's not covered under this section of the policy**

- ▶ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- ▶ We will not pay for more than 5% or €650 of the value of your car (whichever is the lesser) unless the equipment was fitted by the Manufacturer or Authorised Dealer as original equipment in accordance with their standard specification for the vehicle. This includes radios, car phones, audio or similar equipment.
- ▶ Loss or damage to your car when it is being driven by a driver for whom you have chosen to limit cover to 'liability to others' only.
- ▶ The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- ▶ Any taxes that you may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or VAT.
- ▶ No cover for any car that has modifications unless they were disclosed.
- ▶ No cover for any driver that has been disqualified from driving, or has failed to disclose penalty points or motoring convictions.
- ▶ No cover for a provisional licence holder/learner permit holder that is not meeting the conditions of his/her licence.
- ▶ No cover if the Drivesave unit has been tampered with in any way (applies to Drivesave policies only).
- ▶ Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretences.
- ▶ Any loss or damage to the car which does not arise from an accidental, sudden or unforeseen cause.
- ▶ Damage to the car, its accessories and spare parts caused by goods carried in the car.

## **SECTION 2**

# **Broken glass**

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

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of your car and the bodywork being scratched as a result of the glass breaking.

If you use an AXA-approved repairer, cover is unlimited, subject to the exceptions below. If you use your own repairer, cover will be limited to €250 per claim and the most we will pay in any one period of insurance is €500.

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



### **What's not covered under this section of the policy**

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

- ▶ Any amount over €250 for a replacement or €50 for a repair if the work is not carried out by our approved windscreen repairers;
- ▶ Any more than two claims under this section during the period of insurance;
- ▶ Damaged or broken glass in sunroofs;
- ▶ Damage to glass roofs;
- ▶ Damaged or broken mirror glass;
- ▶ Damaged or broken glass to vehicles that are temporarily covered;
- ▶ Damage caused by wear and tear or negligence;
- ▶ Damage caused by your own deliberate act;
- ▶ The extra cost of replacing non-standard glass; or
- ▶ The cost of importing glass or parts from your car for outside the EU.

### **SECTION 3**

# **Medical expenses and emergency treatment**

**We will pay:**

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

Such payments will not affect your no claims discount.

## **SECTION 4**

# **Towing**

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



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

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

## **SECTION 5**

# **Liability to others**

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

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

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

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

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

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

This cover only applies if:

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

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

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

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

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

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

## 2b Your legally-appointed representatives

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

## 3 Legal fees and expenses

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

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

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

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



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



### **What's not covered under this section of the policy**

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

## **SECTION 6**

# Foreign use

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



### **What's not covered under this section of the policy**

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

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

## **SECTION 7**

# **Our right of recovery**

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

## **SECTION 8**

# **No claims discount**

**(including accident forgiveness)**

If you do not claim during the current period of insurance, we will include a discount in your renewal premium. The discount amount will be in accordance with the no claims discount scale applicable at the time of renewal. See table below for current scale. Premiums for fire, theft or optional extra cover will not be the subject of a no claims discount (excluding Studentfirst where claims for fire, theft or optional extra cover will affect a no claims discount). We will give you this discount for each claim-free year up to the maximum entitlement.

| <b>Number of years claim-free driving</b> | <b>Percentage discount allowed</b> |
|---|------------------------------------|
| 0   | 0%                                 |
| 1   | 55%                                |
| 2   | 60%                                |
| 3   | 65%                                |
| 4   | 70%                                |
| 5   | 75%                                |

We may offer an introductory discount for customers who have no previous insurance and are claim and incident free.

| <b>Percentage discount allowed at the start of the policy or when it was last renewed</b> | <b>Percentage allowed at next renewal for one claim happening in the previous insurance year (excluding Studentfirst)</b> | <b>Studentfirst percentage allowed at next renewal for one claim happening in the previous insurance year</b> |
|---|---|---|
| 0%  | 0%  | 0%  |
| 50%   | 0%  | 0%  |
| 55%   | 50%   | 0%  |
| 60%   | 50%   | 0%  |
| 65%   | 50%   | 0%  |
| 70%   | 55%   | 0%  |
| 75%   | 60%   | 50%   |

We will reduce your no claims discount to nothing if you make a claim and you or any other person covered to drive your car is convicted of dangerous driving or charged with drink-driving or a drug offence in connection with the same incident.

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

If we make payments that we have not claimed back from another person, the claim will count against your no claims discount even if you were not at fault. We may decide not to claim back from another person, or may claim without success.

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

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

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

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.

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 including these claims which will appear on this statement. Other insurers may take those claims into account when deciding to insure you or in setting your premium.

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

## **SECTION 9**

# **Protected no claims discount**

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

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 claims discount.

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

Although you can protect your no claims 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.

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

### **Lifetime no claims discount**

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

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

claims that have arisen while you had this cover when setting future premiums. Claims after this will affect your no claims discount.

This cover only applies in the following circumstances

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

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

### **Combined no claims discount protection**

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

## **SECTION 10**

# **Replacement car plus**

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

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

If your car is damaged or written off as a result of an accident, fire or theft, or if it is stolen and not recovered, we will provide you with a courtesy car provided we are dealing with a claim under section 1 Loss or damage to your vehicle or Section 5 Liability to Others.

- ▶ We will provide you with a replacement car for the duration of repairs agreed by our engineer or up to a maximum of 14 days. This car is usually a class-A or economy-class one litre car OR
- ▶ Pay towards you hiring a car up to €22 a day including VAT

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

This cover is available at an additional premium.



### **What's not covered under this section of the policy**

We will not pay this benefit if:

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

## **SECTION 11**

# **Legal cover**

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

### **Part 1**

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

### **Part 2**

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

### **Limits**

- ▶ The most we will pay is €100,000 under part 1, or €25,000 for claims under part 2.

### **Significant exclusions or limits**

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

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

### **There is no cover for the following.**

- ▶ Solicitor's fees that we have not given our permission for, or that are above the value of your claim
- ▶ Fines or penalties.
- ▶ Solicitor's fees from events that happened or you knew about, before the period of insurance.
- ▶ Prosecutions relating to parking offences, allegations of driving under the influence of drink or drugs, or violence or intentional dishonesty, including driving without a valid driving licence or other licence or certificate as needed by law.
- ▶ Pleas in mitigation, unless we believe that a plea will have a significant positive effect on the sentence.
- ▶ Judicial reviews.
- ▶ Claims brought using the Injuries Board (IB), other than those in relation to the IB application fee.
- ▶ Claims where the value of your claim is not more than €350.

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

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

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

## **SECTION 12**

# **Car and Key Rescue**

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

### **Section A - 24 Hour Car Breakdown Assistance (Ireland/UK)**

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

The cover will only apply to the vehicle as shown on the current certificate of insurance.

For this section 'you' will mean any driver who is driving your car who is covered under this policy of insurance. Car rescue cover only applies within Ireland, the UK, the Channel Islands and the Isle of Man (excluding islands off the coast).

#### **What is covered**

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

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

#### **Benefits**

1. Roadside and Driveway assistance – We will send a trained recovery technician 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 cover – We will cover the cost of towing your car to the nearest repairer, to your home or, if you choose, to your intended destination as long as the tow starts and ends on the island of Ireland (excluding any islands off the coast). If you choose to have our car brought to a repairer and your car will arrive at the repairers outside normal opening hours, we will cover 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.
- 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.
  - Accommodation expenses for one night, limited to bed and breakfast while you and your passengers are waiting for repairs to your car to be completed. The most we will pay is €31.75 for each person and €127 in total.
  - 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.
  - 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.

### We will only pay if:

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



### What's not covered under this section of the policy

We will not pay this benefit if:

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



Text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation. Please text the word "breakdown" to +00353 873700687

## **Section B - Lost Key Insurance /Rescue Plus**

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

The cover will only apply to the vehicle as shown on the current certificate of insurance.

### **Key Rescue - Key Protection**

Subject to meeting all terms and conditions detailed in the policy wording AXA Assistance (Ireland) Limited will provide you with assistance by arranging vehicle key or lock, repair or replacement, or onward transportation as appropriate

- ▶ Key Protection provides up to €1,500.00 (Inc VAT) towards lock and key replacement (including reprogramming of alarms and immobilisers) and onwards transportation in the event of lost, damaged, stolen keys or fobs or keys broken in any lock of your vehicle that are no longer functional 24 hour, 365 days a year assistance.

The following additional benefits apply up to the policy limit of €1,500.00 (Inc VAT):

- ▶ Up to €40.00 (inc VAT) per day for up to 3 days for car hire if you are stranded more than 30 kilometers away from home due to theft, lost, damaged or stolen keys or fobs or keys broken in any lock of your vehicle or alternatively reasonable public transport or taxi fares for you and up to 4 passengers
- ▶ No excess is payable in the event of a claim
- ▶ Any claims on this policy do not affect your 'No claim discount' on other insurance policies.

### **How do I make a claim?**

If you need to make a claim please telephone the claims helpline on 1890 247 365 within 48 hours of becoming aware of the incident, quoting your Policy or Unique Key Fob number which has been provided to you by AXA Insurance and assistance will be arranged for you. Lines are open 24 hours 365 days of the year.

Please note that you will be responsible for all key replacement costs and onward transportation in the first instant and AXA

Assistance (Ireland) Limited will reimburse these costs once your claim has been validated.

- ▶ Providing assistance is a service only and does not pre-qualify your claim for reimbursement of incidental costs you incur as a result of your need for assistance
- ▶ We will validate your claim and reimburse you for costs you have met following any of the Insured incidents detailed below
- ▶ Reimbursement is subject to you providing the original invoice(s), receipt(s), any relevant crime reference or lost property number and complying with all other terms and conditions of this insurance
- ▶ All costs outside of the terms of this policy must be met and paid for by you.

### **Insured Incidents**

1. Theft or loss of your vehicle keys: If your keys are stolen or lost anywhere in Ireland or the United Kingdom (including Northern Ireland), you must report this to the Gardaí, obtaining a crime reference or lost property number and AXA Assistance (Ireland) Limited who will arrange & pay for a suitable contractor to attend the scene and recover your vehicle.
2. If your keys are broken or damaged in any lock of your vehicle denying you access or use, you must report this event to AXA Assistance (Ireland) Limited who will arrange and pay for a suitable contractor to attend the scene of the incident & recover your vehicle.
3. You will be responsible for all key replacement costs in the first instant and upon validation of your claim we will reimburse you for the cost of your key or lock replacement as per the Terms & Conditions of your policy.
4. If you are stranded more than 30 kilometers from home due to theft, lost, damaged or stolen keys or fobs or keys broken in any lock of your vehicle and have no access to your vehicle we will pay €40 per day including VAT for vehicle hire, for up to 3 days if no spare set is available. Please note that hire cars are provided for social and domestic use only.
5. AXA Assistance (Ireland) Limited must be notified of the circumstances and car hire arranged through them.

## Exclusions

1. All costs incurred where you have not notified AXA Assistance (Ireland) Limited within 48 hours of you becoming aware of the incident.
2. Any claim for theft or loss of your vehicle keys which is not reported to the Gardaí within 48 hours of becoming aware of the incident and a crime reference or lost property number obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any car hire not arranged via AXA Assistance (Ireland) Limited.
5. Any claim for replacing locks when only parts need changing.
6. Any claim for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
7. Any claim for damage to locks by attempted theft or malicious damage.
8. Any claim for loss or damage caused by any act of war, invasion or revolution.
9. You must take reasonable care to avoid anything, which may result in a claim under this policy.

## Policy limit

The total amount payable in any one period of insurance is €1,500 including VAT.

## Claims conditions

All costs for any services rendered must be met by you and you must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to us within 21 days of notifying AXA Assistance (Ireland) Limited. Providing your claim is within the terms of this policy AXA Assistance (Ireland) Limited will validate your claim and reimburse your cost up to the policy limits.

Claims for reimbursement of public transport or taxi fares will be assessed individually.

All receipts and tickets must be retained.

We cannot guarantee that hire cars will always be available and we are not responsible if they are not available. Hire cars are provided for social and domestic use only.

You must meet the conditions of a hire-car company to hire a vehicle.

## Rescue Plus

Cover under section 12A Car Breakdown Assistance

Your schedule will show if you have this cover under Section 12A and a claim under this section will not affect your no claims discount.

This cover will only apply if you are driving any other car your certificate of insurance covers you to drive as shown in section 5(b) of your certificate of insurance. Section 5 1(b) of your policy document outlines full details of the driving of other cars extension of cover under Liability to others. Your schedule will show if you have this cover under Section 5.

## SECTION 13

# Injury to driver

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

### What we will pay

#### 1. Injury benefits for you

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

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

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

- ▶ We will only pay benefit under one of the benefits A or D.
- ▶ We will only pay the temporary total disability benefit for the period you are having medical treatment for your injury.
- ▶ We will not pay more than 36 months' benefit for temporary total disability or hospital benefit for over 20 weeks for any one accident. While in hospital you will only receive benefit C (in other words, you cannot also claim under benefit B). Benefit C provides cover for the costs of your accommodation only during your time in hospital as a result of a road-traffic accident and does not include medical expenses incurred while hospitalised.
- ▶ You will have to be totally disabled for a period of at least 1 month to claim benefit under benefit B
- ▶ We will only pay for temporary total disablement if you are in paid employment and are unable to carry on any business or occupation for the entire preceding month
- ▶ If you become able to carry on any business or occupation, you cannot make any further claim for temporary total disablement arising out of the same injury

## 2. Injury benefits for named drivers

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

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

We will pay their legal representatives the compensation shown below.

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

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

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

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

### What's not covered under this section of the policy

- ▶ Death that is not a direct result of the accident.
- ▶ Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- ▶ A criminal act.
- ▶ Where you, or the driver, is convicted or has a prosecution pending of an offence involving alcohol or drugs was driving while unfit to do so due to alcohol or drugs; or was driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.
- ▶ Taking part in racing or speed testing.
- ▶ Psychiatric illness or mental disorders including stress or stress-related illness.
- ▶ This section will not apply and payments will stop if you go to live outside Ireland or the UK.

# General exceptions

1. This policy does not apply when your car:
    - ▶ is being used for purposes that are not shown in your certificate of insurance;
    - ▶ is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
    - ▶ is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
    - ▶ is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
    - ▶ is towing a caravan, trailer, or other vehicle for a payment; or
    - ▶ is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.
  2. If an accident happens and:
    - a. as a result you and any insured person is convicted or has a prosecution pending of an offence involving alcohol or drugs;
    - b. you or any insured person is driving while unfit to do so due to alcohol or drugs; or
    - c. you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving.
- Then
- i the cover provided in section 1 of the policy for loss of or damage to the Insured vehicle will not apply; and
  - ii you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident; and
  - iii we may cancel your policy.
3. This policy does not cover anyone who does not meet the policy terms and conditions.
  4. This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.
  5. This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
    - ▶ ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
    - ▶ the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
  6. This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:
    - a. War, riot, revolution or any similar event.
    - b. Any government, public or local authority legally taking or destroying your property.
    - c. Any act of terrorism including any action taken to control or prevent terrorism. We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed

for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

7. This policy does not provide cover for any accident, injury, loss or damage caused by earthquake
8. Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of: a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
9. This policy document replaces any previous policy documents issued by AXA Insurance.







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