



ROI Direct Customers
September 2023

Car Insurance Policy



The only number you need

0818 7 365 24

Customer Service

Call **us** on the number shown above. Alternatively, just drop into **your** local branch.

Claims

Please call the 24-hour claims helpline shown above.

Motor Rescue

Your policy **schedule** will show if **you** have chosen this cover. If **you** need breakdown assistance (day or night), call the number shown above.

Misfuelling

(Comprehensive policies only) In the event that you have put the wrong fuel into your car call the number shown above for assistance.

Outside the ROI

If **you** are calling from outside the ROI, please use this number:

+353 1858 3200

Text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown or misfuelling situation. Please text the word "breakdown" to +353 873700687.

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 insurance needs of more than 1,000,000 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 represents 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?

If the question is...

then look at page

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And if your question is one of these...

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

Please ring us on 0818 7 365 24 or contact your local branch and we'll give you the answer. You can manage your policy online by registering for MyAXA at www.axa.ie

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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 **0818 7 365 24**.

If **we** can't sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505 505** or:

- ▶ Email: 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
Web: 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 the Republic of 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 document
- ▶ 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 in the Republic of Ireland and the **UK** or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, cover as described in the following pages for the sections **you** have chosen applies during the **period of insurance** set out on **your schedule**.

On behalf of AXA Insurance dac



Marguerite Brosnan Chief Executive

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

General definitions

Throughout the **policy** whenever the following words or phrases appear in **bold blue** they will have the meaning as described below:

Approved Repairer

A repairing garage appointed by **us**.

Certificate of insurance

The document that proves to the authorities that **you** have insurance which complies with the law.

It shows:

- ▶ Who is insured to drive
- ▶ The car that is insured
- ▶ What type of use the car is insured for

Charge point

Any public or private energy source connection solution where the electric vehicle (EV) **you** are driving, if covered to do so under this **policy**, can be recharged.

Endorsement

An alteration to the terms of the **policy**. It may be included in this document or on **your schedule** or may be issued separately.

Europe, European

- ▶ Member states of the European Union (EU) and
- ▶ Member states of the EEA (Iceland, Liechtenstein and Norway) and
- ▶ Switzerland

Excess

The amount of a claim not covered by this insurance and for which **you** are responsible.

Market value

The cost of replacing **your car** with another of the same make, model, age and of a similar mileage at the time of loss. Modifications are excluded from the calculation unless **we** knew of them when agreeing cover.

Period of insurance

The period from the start date to the end date of **your policy** as shown on **your schedule** and **certificate of insurance**.

Policy

The contract of insurance between **you** and **us** based on the answers **you** have given to questions **we** have asked and/or **your statement of fact / proposal form** and consisting of the **policy schedule**, this **policy** document and any **endorsements** included.

Schedule

The document which sets out **your** details, the dates of cover, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

Statement of Fact / Proposal Form

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

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

The car whose registration number appears on the current **certificate of insurance**.

General conditions

This **policy** is only valid if:

- ▶ The information **you** provided in the answers **you** have given to questions **we** have asked and/or, as recorded on **your statement of fact / proposal form** and declaration, is correct and complete, and
- ▶ **You**, or anyone claiming protection, have complied with the **policy** conditions.

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

We may revise the terms, conditions or benefits set out in this document but if **we** do **we** will give **you** written notice.

1. Cancelling the policy

To cancel the **policy**, just advise **us** by phone, in writing or through MyAXA and return **your certificate of insurance** and insurance disc. **We** will refund premium on the following basis:

- ▶ If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the **policy** has been inceptioned, **we** will refund the full premium.
- ▶ Otherwise, **we** will issue a refund based on the unused days left to run on the **policy**, less an administration fee, provided **you** have not claimed or been involved in any incident likely to result in a claim during the current **period of insurance**. **We** will not refund an amount less than €15 after **we** charge the administration fee.

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 to **your** last known address and **we** will inform the Department of Transport. **You** must then return the **certificate of insurance** and Insurance Disc.

2. Paying by instalments

If **you** are paying, or have agreed to pay, the premium 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 of insurance** and insurance disc.

3. Handling claims against you

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

4. Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the answers **you** have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate.

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

We have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

If a change to **your policy**, including the administration charge, results in:

- ▶ A return premium of less than €15, **we** will not refund it
- ▶ An additional premium of less than €15, **we** will not charge 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 of insurance** and insurance disc.

We will suspend cover from the date **we** receive the **certificate of insurance** and insurance disc. If the **policy** covers fire & theft, this cover (fire & theft) only, will remain in force.

We will refund 75% of the premium for the period of suspension (80% if cover is Third Party only) as long as:

- ▶ There were no claims since last renewal and none are registered or pending
- ▶ The **policy** is suspended for more than 28 days

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

6. Claims procedure

You or **your** legal representative must give **us** full details by phoning the claims helpline (0818 7 365 24 or 003531 8583200) within 48 hours, after any event which could lead to a claim under this **policy**. If there is an accident, **you** must immediately do whatever **you** can to protect the **car** and its accessories. 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.

If **you** know of any prosecution, coroner's inquest or other proceedings **you** must tell **us** immediately.

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 the car **you** were driving should be provided to any other party involved and also the appropriate law enforcement authorities if requested.

If any person is injured, the accident must be reported to the appropriate law enforcement authorities 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 0818 7 365 24. **You** must also tell the appropriate law enforcement authorities

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
- ▶ **Your car** has a valid NCT certificate if required by law

8. Other insurance

If **you** make a claim that is also covered by another insurance **policy**, **we** will only pay **our** equitable 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 recover the payments that **we** make.

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 seek recovery from **you** or from the person responsible.

10. Misrepresentation and Deception

Definitions:

- ▶ Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.

All of the information which **you** gave **us** and all of the answers **you** have provided to the questions which **we** asked **you** leading to the inception of this contract of insurance have effect as representations made by **you** to **us**.

- ▶ Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

If **you** have made a negligent misrepresentation and a claim arises, **we** may:

- (a) Avoid the contract and return **your** premium if **we** would not have entered into the contract under any terms
- (b) If **we** would have entered the contract but on different terms, treat the contract as if those different terms apply
- (c) If **we** would have entered the contract but at a higher premium **we** may reduce proportionately the amount to be paid on any claim

If **you** have made a negligent misrepresentation and no claim has arisen **we** may terminate the contract on reasonable notice to **you**.

Fraudulent Misrepresentation

If a claim is made and if any answer given by **you** to **us** involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind **we** may avoid this contract of insurance.

Fraudulent Claims

If **you** or anyone acting for **you**:

- ▶ 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
- ▶ In connection with a claim makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true
- ▶ In connection with a claim sends **us** or anyone acting on **our** behalf a document, knowing the document is false

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

- ▶ **We** will not pay the claim
- ▶ **We** may avoid the **policy** with effect from the date of the fraudulent claim or fraudulent act
- ▶ **We** will not return **your** premium
- ▶ **We** will consider letting the appropriate law enforcement authorities know about the circumstances

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

- ▶ cancel this **policy**
- ▶ consider letting the appropriate law enforcement authorities know about 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 arbitrator's 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 the Republic of 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 driving licence/learner permit. This includes conditions relating to the class of vehicle being driven or any other restriction or condition that may apply.

14. Open Driving

Where the **policy** includes optional Open Driving cover this covers drivers aged 25 to 70 who hold the correct category of full driving licences issued by:

- ▶ **European** countries
- ▶ "Licence Exchange States" recognised by NDLS (provided holder is resident here no longer than 12 months)

SECTION 1

Loss and damage to your car

Comprehensive Cover

Under this section, comprehensive covers loss or accidental damage to **your car**. **Your schedule** will show if **you** have this cover.

What's covered?

We will pay for:

- ▶ Loss of or damage to **your car**, (not exceeding its **market value**), and its accessories in or attached
- ▶ The reasonable cost of protecting and removing **your car** to the nearest competent repairer, and
- ▶ If **your car** is repaired in the Republic of Ireland, the reasonable cost of delivering **your car** back to **your** address

This will involve:

- ▶ Repairing **your car** in an AXA **approved repairer** 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

We will choose which option is appropriate.

If **we** choose to repair **your car** but if **you** choose not to use an AXA **approved repairer**:

- ▶ **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 **approved repairer**, 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 **your car** is stolen and is not found or, after it is found, is not worth repairing, **we** will pay the **market value** of **your car**, including accessories and spare parts. 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 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.

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 €1,500; a claim under this section will not affect **your** no claims discount.

Replacement Locks

We will pay **you** up to €750 towards replacing **your car's** locks and alarm if the keys for it are stolen from **your** home through force or violence:

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**
- ▶ Where the keys are recovered before the locks and alarms are replaced
- ▶ If **you** do not report the theft of keys immediately to the Gardaí (**you** will need to provide written proof of this)

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

Personal Belongings

We will pay **you** up to €750 for personal belongings carried in **your car** if they are lost or damaged due to 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
- ▶ Theft of personal belongings if **your car** is left unattended unless all windows are closed and doors and boot are locked
- ▶ Theft of personal belongings from an open-top or convertible car unless they are locked in the boot.

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

Child Car Seats & Equipment

We will pay **you** up to €600 for child car seats, booster seats, push chairs, prams, buggies or carrycots carried in **your car** if they are lost or damaged due to accident, fire, theft or attempted theft. **You** are not covered for:

- ▶ Theft of push chairs, prams, buggies or carrycots if **your car** is left unattended unless these are locked in the boot
- ▶ If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to **your car**

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

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 **your 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.

Temporary Substitutions

Cover provided by this **policy** is automatically transferred to a car loaned to **you** by a registered garage or vehicle repairer in the Republic of Ireland for up to 7 days whilst **your car** is undergoing repairs or servicing provided the **market value** of the car on loan does not exceed €50,000.

Protection for your wall charger

If **your car** is an electric vehicle (EV) or a plug-in hybrid electric vehicle (PHEV) model **we** will pay up to €650 for accidental damage to **your** wall charger, provided it isn't already covered by **your** home insurance.

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

Misfuelling

Misfuelling is the simple mistake of putting the wrong type of fuel in **your car** at the filling station. For misfuelling assistance **you** must use the number 0818 7 365 24. (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 misfuelling emergency number first.

The cover will only apply to **your car**, or another car **you** are driving, if **you** are covered to drive it under section 5(b) of **your** current **certificate of insurance**.

We will pay for the following if the car is subject to misfuelling in the Republic of Ireland or the **UK**. The following services are available:

- ▶ Draining and flushing the fuel tank using a specialist roadside vehicle and refuelling with up to 10 litres of the correct fuel, or:
- ▶ Recovery of the car, the driver, and up to six passengers to the nearest repairer to drain and flush the fuel tank and refuelling with up to 10 litres of the correct fuel. If the car cannot be drained down the same day at a suitable garage or if it arrives outside normal opening hours we will:

- ▶ cover the cost of securing the car overnight, and
- ▶ cover reasonable public transport or taxi fares for **you** and **your** passengers. (Please note that **you** will be responsible for all onward transportation in the first instance and AXA Assistance will reimburse these costs once **your** claim has been validated. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets must be retained)

Limits:

- ▶ A limit of €350 per incident applies. **You** will be responsible for paying any costs in excess of €350 per incident
- ▶ **We** will only cover up to two misfuelling incidents in any one **period of insurance**

The following are not covered under this insurance:

- ▶ Where the misfuelling occurs outside the Republic of Ireland or the **UK**
- ▶ Any claim resulting from foreign matter entering the fuel system except for diesel, petrol or AdBlue
- ▶ Mechanical or component damage to the car whether or not caused as a result of misfuelling
- ▶ The cost of hiring an alternative vehicle in the event of sustained mechanical or component damage
- ▶ Any defect arising directly and/or indirectly as a result of misfuelling or a defect which existed before the incident of misfuelling

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

Call the emergency number 0818 7 365 24 (00353 1 8583200 from the **UK**) if this service is required.

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 **your** legal responsibility to others, cover as described in Section 1 and Section 2 applies.

This cover will only apply if:

- ▶ The **policy schedule** shows that **your** cover is comprehensive;
- ▶ The **certificate of insurance** contains the 'driving other cars' clause number 5(b);
- ▶ **You** are driving a private car. It does not include:
 - ▶ Vans or 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**

- ▶ **You** are responsible for looking after a car that is being driven under clause 5(b) of **your certificate of insurance**
- ▶ The other car is roadworthy and is properly compliant with a valid NCT test certificate if required by law
- ▶ **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 car 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.

You will be responsible for the **excess**.

Conditions

We will need:

- ▶ The vehicle registration number, make/model 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

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.

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 the loss. 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** may pay the owner described in the agreement.

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

You will be responsible for the **excess** shown on **your schedule** unless the loss or damage was caused by fire, lightning, explosion, theft or attempted theft. The excess will not apply to claims under Replacement Locks, Personal Belongings, Child Car Seats, Wall Charger Protection or Misfuelling. **We** will not seek, on **your** behalf, to recover an **excess** from another person.

Refer to **your schedule** to see what **excess** applies. **You** can reduce **your excess** by €100 if **you** use an AXA **approved repairer**.

Where **you** accept an additional, voluntary **excess**, it will be shown on **your schedule**.

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

- ▶ **We** will not pay more than 10% of the value of **your car** for any permanently fitted car radio, two-way radio, car phone, audio or similar equipment
- ▶ 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 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
- ▶ Loss or damage to **your car** where possession is obtained by fraud, trick or false pretences
- ▶ Any loss or damage which does not arise from an accidental, sudden or unforeseen cause
- ▶ Damage to **your car**, it's accessories and spare parts caused by goods carried in the car
- ▶ Loss of use or any other resulting loss
- ▶ Reduction in **your car's** value because it has been repaired
- ▶ Wear and tear
- ▶ Mechanical, electrical or software failure, breakdowns or breakages
- ▶ The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage
- ▶ Damage to tyres from braking, punctures, cuts or bursts unless these are caused in a collision
- ▶ 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 **your car** was taken by a member of **your** family or household or taken by an employee or ex-employee of the owner of **your car** unless **you** can provide **us** with written confirmation of notifying the appropriate law enforcement authorities
- ▶ The cost of importing parts or accessories for **your car** from outside the **European** Union
- ▶ 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
- ▶ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's **European** representatives

Fire and Theft Cover

This subsection covers loss or damage to **your car** caused by fire, theft or attempted theft only. **Your schedule** will show if **you** have this cover. A claim under this subsection will not affect **your** no claims discount.

What's covered?

We will pay for:

- ▶ Loss of or damage to **your car**, (not exceeding its **market value**), and its accessories in or attached.
- ▶ The reasonable cost of protecting and removing **your car** to the nearest competent repairer, and
- ▶ If **your car** is repaired in the Republic of Ireland, the reasonable cost of delivering **your car** back to **your** address.

This will involve:

- ▶ Repairing **your car** in an AXA **approved repairer** 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

We will choose which option is appropriate.

If **we** choose to repair **your car** but if **you** choose not to use an AXA **approved repairer**:

- ▶ **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 **approved repairer**, 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 **your car** is stolen and is not found or, after it is found, is not worth repairing, **we** will pay the **market value** of **your car**, including accessories and spare parts. 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 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.

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 €1,500; a claim under this section will not affect **your** no claims discount.

Replacement Locks

We will pay **you** up to €750 towards replacing **your car's** locks and alarm if the keys for it are stolen from **your** home through force or violence:

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**
- ▶ Where the keys are recovered before the locks and alarms are replaced
- ▶ If **you** do not report the theft of keys immediately to the Gardaí (**you** will need to provide written proof of this)

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

Personal Belongings

We will pay **you** up to €750 for personal belongings carried in **your car** if they are lost or damaged due to 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 **your car** is left unattended unless all windows are closed and doors and boot are locked
- ▶ Theft of personal belongings from an open-top or convertible car unless they are locked in the boot.

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

Child Car Seats & Equipment

We will pay **you** up to €600 for child car seats, booster seats, push chairs, prams, buggies or carrycots carried in **your car** if they are lost or damaged due to fire, theft or attempted theft. **You** are not covered for:

- ▶ Theft of push chairs, prams, buggies or carrycots if **your car** is left unattended unless these are locked in the boot
- ▶ If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to **your car**

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

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.

Temporary Substitutions

Cover provided by this **policy** is automatically transferred to a car loaned to **you** by a registered garage or vehicle repairer in the Republic of Ireland for up to 7 days whilst **your car** is undergoing repairs or servicing provided the **market value** of the car on loan does not exceed €50,000.

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 the loss. 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** may pay the owner described in the agreement.



What's not covered under fire and theft cover

- ▶ Losses or damage to **your car** unless caused by fire, theft or attempted theft
- ▶ **We** will not pay more than 10% of the value of **your car** for any permanently fitted car radio, two-way radio, car phone, audio or similar equipment
- ▶ 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 modifications unless they were disclosed
- ▶ Loss or damage to **your car** where possession is obtained by fraud, trick or false pretences
- ▶ Damage to **your car**, it's accessories and spare parts caused by goods carried in the car
- ▶ Loss of use or any other resulting loss
- ▶ Reduction in **your car's** value because it has been repaired
- ▶ Wear and tear
- ▶ Mechanical, electrical or software failure, breakdowns or breakages
- ▶ The cost of any repair or replacement which improves **your car** beyond the condition it was in before the loss or damage
- ▶ Loss or damage caused by theft or attempted theft if **your car** was taken by a member of **your** family or household or taken by an employee or ex-employee of the owner of **your car** unless **you** can provide **us** with written confirmation of notifying the appropriate law enforcement authorities
- ▶ The cost of importing parts or accessories for **your car** from outside the **European** Union
- ▶ 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
- ▶ The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's **European** representatives

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 0818 7 365 24. 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 €400 per claim. We may use glass that has not been made by the car's manufacturer but will meet the manufacturer's specification.

We will only pay **you** the **market value** of **your 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 €400 for a replacement or €50 for a repair if the work is not carried out by **our** approved windscreen repairers
- ▶ Damaged or broken glass in sunroofs or panoramic 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 outside the EU

SECTION 3

Medical expenses and emergency treatment

We will pay:

- (a) If **you, your** driver or a passenger, suffers accidental bodily injury, while travelling in **your car**, up to €200 each 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 trailer (including caravan, horsebox, cattle trailer or boat trailer) or a broken-down vehicle, provided:

- ▶ This is allowed by law
- ▶ The driver holds the appropriate licence
- ▶ The weight of the trailer is within the maximum specified towing limit for **your car**.



We will not pay claims:

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

SECTION 5

Liability to others



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

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

Cover for you

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

There is a limit of €30 million in respect of damage to property.

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 or lease 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
- ▶ The other vehicle is roadworthy and properly compliant with a valid NCT or MOT test certificate if required by law
- ▶ **You** have the owner's permission to drive the car; and
- ▶ The car is being used within the 'limits for use' shown in **your** current **certificate of insurance**
- ▶ This cover applies to damage or injury happening in the Republic of Ireland and the **UK** only.

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

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 as **we** give **you** under the "Cover for **you**" section:

- ▶ 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**

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**.

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 the Republic of Ireland or the **UK**
- ▶ The most **we** will pay is €1,500



What's not covered under this section of the policy

- ▶ Anyone driving **your car** who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving
- ▶ Anyone who is insured under another policy
- ▶ Liability for loss of or damage to property which belongs to, or is in the custody of 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 comply with 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

Full **policy** cover will apply for **you** to travel to **Europe** for up to 90 days 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 **Europe** or the **UK** 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 Republic of Ireland only, or Republic of Ireland and the **UK**, will not extend to **Europe**. This includes, but is not restricted to, Car and Key rescue and driving other cars

If **you** are unfortunate to have an accident and are ringing from abroad contact **us** at 00353 1 8583200.

SECTION 7

Our right of recovery

If **we** have to make a payment due to **our** obligations under the Road Traffic Act, or any other law, which would not otherwise have been covered, **we** have the right to recover such payment from **you** or the person on whose behalf **we** made the payment.

SECTION 8

No claims discount

(including accident forgiveness)

If **you** do not **claim** during the current **period of insurance**, **we** will discount **your** renewal premium. The discount will be in accordance with the no claim 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 no claims discount.

Number of years claim-free driving (own insurance policy)	Percentage discount allowed
0 (if previous claims)	0%
0 (first insurance, no claims)	50%
1	55%
2	60%
3	65%
4	70%
5+	75%

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

If **you** make a claim, **we** will reduce the discount at the next renewal according to the following table, unless **you** have chosen “Protected No Claims Discount” option (see Section 9). **Your schedule** will show if **you** have “Protected No Claims Discount”.

Percentage discount allowed at the start of the policy or when it was last renewed	Percentage allowed at next renewal for one claim happening in the previous insurance year
0%	0%
50%	0%
55%	50%
60%	50%
65%	50%
70%	55%
75%	60%

If **you** make two or more claims in the previous insurance year, **we** will reduce **your** no claims discount to 0% .

We will reduce **your** no claims discount to 0% if **you** make a claim and the driver is convicted of dangerous driving or charged with drink-driving or a drug offence in connection with the same incident.

If **we** make payments that **we** cannot recover from another person, the claim will count against **your** no claims discount even if **you** were not at fault. See exception under Section 1” Uninsured Driver Promise”

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 under misfuelling, wall charger protection, fire brigade charges, personal belongings, child car seats & equipment, replacement locks, legal fees and expenses, legal assistance, car and key rescue or injury to driver sections
- ▶ Payments (together with associated costs and expenses) which **we** recover in full; and

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.

If **you** make a claim just before **your** renewal date, this may not be reflected in **our** offer (“Renewal Notice”) to **you** to renew cover. If this happens, **you** can ask **us** to change **our** offer 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.

This cover allows **you** to make one claim without affecting **your** no claims discount. Only a second or subsequent claim will affect **your** no claims discount (see Section 8). The first claim will remove future protection and it cannot then be purchased for at least three years.

Even if **you** have protected no claims discount, **your** premium may still 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 may not be affected, **your** claims record will be shown on your Certificate of No Claims Discount.

Lifetime no claims discount

We only give this benefit if:

- ▶ **You** are aged 30+ years
- ▶ This **policy** has been in force for 10+ years
- ▶ **You** are earning a maximum no claims discount for the past 10+ years
- ▶ **You** are claim free for the past 10+ years

You cannot buy it or apply for it. **Your schedule** will show if **you** have this cover.

If **you** have this cover, **we** will not reduce **your** no claims discount no matter how many claims **you** have or what type they are.

However, if **you** abuse this cover, **we** can remove it at any time. Claims after removal will affect **your** no claims discount. See Section 8

This benefit applies only in the following circumstances:

- ▶ If **you** or **your** spouse are the drivers involved in any claim. If the driver is **your** spouse 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 the 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, leaving the scene of an accident, dangerous driving or similar offences

Even though the no claims discount may not be affected, **your** claims record will be shown on **your** Certificate of No Claims Discount.

Combined no claims discount protection

Lifetime no claims discount protection will only cover claims while **you** or **your** spouse are driving **your car**. **You** can buy standard no claims discount protection, in addition to Lifetime NCD protection, if **you** need NCD protection for claims caused while other drivers covered by **your** current **certificate of insurance** are driving.

SECTION 10

Replacement car

This section only applies if **we** are dealing with a claim under ‘Section 1 Loss or damage to **your car**’ and **you** have

- ▶ Comprehensive cover, or
- ▶ Third party fire and theft cover and the damage is caused by fire, theft or attempted theft

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

Your schedule will show if **you** have this cover.

Definitions

AXA **approved repairer**: Any repairing garage nominated by **us** from time to time as an **approved repairer**.

Courtesy Car: A vehicle provided to **you** by the Hire Company in the event of a repair to **your car** when using an AXA **approved repairer**. The Courtesy Car will usually be an economy class 1.2 litre vehicle.

Hire Car: A vehicle provided to **you** by the Hire Company. The Hire Car will usually be an economy class 1.2 litre vehicle.

Hire Company: A car hire company nominated and approved by **us** to provide a replacement car in the event that **your car** is not repairable.

Courtesy Car

If **your car** is repairable, a Courtesy Car will be provided to **you** while repair to **your car** is being carried out by an AXA **approved repairer**.

Hire Car

If **your car** is written off (not repairable) due to

(i) damage (comprehensive cover only) (ii) fire or (iii) theft or attempted theft, a Hire Car will be provided to **you** by the Hire Company for a maximum of 21 days in a row. In the event that **you** are not at fault for the loss of or damage to **your** Vehicle, the hire period may be extended for a further period with the agreement of the Hire Company.

Conditions that apply to this section

You may only use the Hire Car in the Republic of Ireland unless the Hire Company gives **you** permission to use the Car outside of the territories permitted by the Hire Company's terms and conditions. This will also require **you** to ensure that the necessary insurance is in place.

You will be provided with a copy of the Hire Company's terms and conditions and, during the period of use of the Hire Car, **you** will be subject to the Hire Company's terms and conditions.

This may require **you** to pay a refundable deposit and an excess in the event that the Hire Car is damaged during the hire period.

During the hire period, insurance cover for the Hire Car will either be provided by the Hire Company or, alternatively, **your policy** will be extended to cover **you** and any authorised driver under **your policy** when driving the Hire Car. If the **policy** is extended by **us** to provide cover for the Hire Car, **you** will be subject to the same terms and conditions of the **policy** when driving the Hire Car.



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
- ▶ **You** are claiming for loss of fuel
- ▶ **You** are claiming for collection and delivery costs

SECTION 11

Legal assistance

Your schedule will show if **you** have this cover and availing of benefits under this section will not affect **your** no claims discount.

Legal assistance is administered by MIS Underwriting Ltd., 14a Jocelyn St., Dundalk, Co Louth, A91 XNY2. MIS Group is authorised and regulated by the Financial Conduct Authority of the United Kingdom, registration no: 307266

Part 1: Recovery of Uninsured Losses

Uninsured Losses are losses not covered by **your** own insurance **policy**.

You are covered for reasonable solicitor's fees to take legal proceedings for compensation arising from a road-traffic accident, involving **you** or **your car**, against those whose negligence has caused:

- ▶ Death or injury to **you** or the driver*
- ▶ Damage to **your car**
- ▶ Deduction of **your** "own damage" **policy excess**
- ▶ Damage to property in **your car** which **you** or the driver* owns or is legally responsible for
- ▶ Any other uninsured losses **you** or the driver* suffer

***Note:** Driver must be covered to drive under **your policy**.

Part 2: Prosecution Defence

You are covered for reasonable solicitor's fees to defend legal proceedings in a Criminal Court that are a result of a motoring offence alleged against:

- ▶ **You**, while **you** were driving a private car
- ▶ A driver, covered under **your policy**, whilst driving **your car**

Part 3: Motor Contract Disputes

We will pursue or defend legal actions relating to disputes over a contract for sale, purchase, repair or servicing of **your car**.

What's not covered:

- ▶ The amount in dispute must be more than €350
- ▶ **You** must have entered into the contract during the **period of insurance**

Part 4: Vehicle Cloning

Covers costs to defend a legal action arising from use of **your car**'s identity by another person or organisation without **your** permission.

What's not covered:

- ▶ Where **your car**'s identity has been copied by someone living with **you**
- ▶ Where **you** did not act to prevent further instances of cloning following an insured incident
- ▶ Any losses incurred other than legal costs

Part 5: Illegal Clamping & Towing

Covers costs to pursue the recovery of illegal clamping or towing fees related to **your car** except:

- ▶ Where the clamping or towing of **your car** has been carried out with lawful authority
- ▶ For the defence or payment of any costs relating to damage inflicted by **you** upon the clamping device
- ▶ For any losses (other than Advisers' Costs) incurred by **you** as a result of the illegal clamping or towing of **your car**

Limits

The most **we** will pay is €100,000 under Parts 1, 3, 4 & 5 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 avail of 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



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 +353 873700687

*If you have bought Car and Key Rescue you must use the number 0818 7 365 24. (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. Your **schedule** will show if you have this cover and availing of the benefits under this section will not affect **your** no claims discount.*

Section A - 24 Hour Car Rescue (Republic of Ireland/UK)

The cover will only apply to **your car**, or another car **you** are driving, if **you** are covered to drive it under section 5(b) of **your** 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. “We” will mean AXA Assistance (Ireland). Car Rescue cover only applies within Republic of Ireland and the **UK** (excluding islands off the coast).

What is covered

We will arrange and pay the benefits set out below if the 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 or flat battery

Additional cover for electric vehicles (EV):

- ▶ Energy failure; means any failure of the battery because there is insufficient charge to operate the vehicle

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 the car, as long as the repair is carried out at the scene.

2. Towing cover in Ireland (including NI)– We will cover the cost of towing the car to the nearest repairer, to the nearest **charge point** (if EV energy failure), 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).

Towing cover in the Britain, the Channel Islands and the Isle of Man (excluding islands of the coast): We will tow you to a local repairer or to the nearest **charge point** (if EV energy failure), within 20 miles of the location of your breakdown. If you choose to have the car brought to a repairer and the 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 the car cannot be made roadworthy at the place of the breakdown, and cannot be repaired the same day at a suitable garage, we will choose the most appropriate solution from one of the following options.
 - a. To transport you and your passengers to the intended destination, and take the car to the nearest repairer, or nearest repairer to your home or chosen destination if this is closer.
 - b. Accommodation expenses for one night, limited to bed and breakfast while you and your passengers are waiting for repairs to the car to be completed. The most we will pay is €50 for each person and €200 in total. Please note that you will be responsible for all accommodation costs in the first instance and AXA Assistance will reimburse these costs once your claim has been validated. Claims for reimbursement of accommodation will be assessed individually. All receipts must be retained.
 - c. Hiring a suitable vehicle for up to 48 hours as long as this is not more than the benefit we would have paid under option a above. We may provide public transport for you to return to the repairer to reclaim the car after it is repaired.
 - d. Reasonable public transport or taxi fares for you and your passengers. Please note that you will be responsible for all onward transportation in the first instance and AXA Assistance will reimburse these costs once your claim has been validated. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets must be retained.
 - e. Any other solution which, we believe, is the most suitable to help you and arrange for the car to be repaired and transported.
5. If you are away from home and the 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 0818 7 365 24 (00353 1 8583200 from the **UK**)
- ▶ For attempted theft of the car: you have reported the theft to the law enforcement 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

- ▶ Any liability or resulting loss arising from anything performed or not performed as part of the services under this section
- ▶ Any claims for accommodation, public transport or taxi fares with no valid receipts or tickets
- ▶ 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)
- ▶ If the vehicle has already been recovered, we will not pay for a second recovery for the same incident
- ▶ Any claim arising out of driving the car on unsuitable ground
- ▶ Any accident or breakdown brought about by a 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
- ▶ Any request for help if the person providing the service thinks you are under the influence of drink or drugs such that you would not be capable of legally driving a car

Section B - Lost Key Insurance

The cover will only apply to **your car** 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:

- ▶ Up to €1,500 (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 car** 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 (Inc VAT):

- ▶ Up to €40 (inc VAT) per day for up to 3 days for car hire if you are stranded more than 30 kilometres away from home due to theft, lost, damaged or stolen keys or fobs or keys broken in any lock of **your car** 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 under this benefit do not affect **your** 'no claim discount'

How do I make a claim?

If **you** need to make a claim please telephone the claims helpline on 0818 7 365 24, quoting **your policy** number 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 instance 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 number. Please ensure all relevant information is forwarded to AXA Assistance (Ireland) Kilmartin N6 Retail Park, Athlone, Co Westmeath, N37 EOA8
- ▶ All costs outside of the terms of this **policy** must be met and paid for by you

Insured Incidents

Theft or loss of **your** car keys: If **your** keys are stolen anywhere in the Republic of Ireland or the **UK** (including Northern Ireland), you must notify the appropriate law enforcement authorities, obtaining a crime reference number, and contact AXA Assistance (Ireland) Limited, who will arrange & pay for a suitable contractor to attend the scene and recover **your car**.

If **your** keys are broken or damaged in any lock of **your car** 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 and recover **your car**.

You will be responsible for all key replacement costs in the first instance 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**.

If you are stranded more than 30 kilometres from home due to theft, lost, damaged or stolen keys or fobs or keys broken in any lock of **your car** and have no access to **your car** 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.

AXA Assistance (Ireland) Limited must be notified of the circumstances and car hire arranged through them.

Exclusions

- ▶ All costs incurred where you have not notified AXA Assistance (Ireland) Limited within a reasonable timeframe
- ▶ Any claim for theft of **your car** keys which is not reported to the appropriate law enforcement authorities on becoming aware of the incident and a crime reference number obtained
- ▶ Any claims for public transport or taxi fares with no valid receipts or tickets
- ▶ Any car hire not arranged via AXA Assistance (Ireland) Limited
- ▶ Any claim for replacing locks when only parts or keys need changing
- ▶ Any claim for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually
- ▶ Any claim for damage to locks by attempted theft or malicious damage

Policy limit

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

Claims conditions

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.

SECTION 13

Injury to driver

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

What we will pay

1. Injury benefits for **you** (not applicable if **policy** is in the name of an organisation or company)

We will pay **you** or **your** legal representatives the benefit amounts shown in the table below if **you** are killed or injured as a result of an accident while driving or getting into or out of:

- ▶ **Your car**; or
- ▶ Another car, provided **you** are covered to drive that car under section 5(b) of **your** current **certificate of insurance**

2. Injury benefits for other drivers

We will pay the driver or their legal representatives the benefits shown below if a driver, covered under this **policy**, is killed or injured while:

- ▶ Driving **your car**; or
- ▶ Getting into or out of **your car**

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.	€25,000
B	Temporary total disability where you or the driver are entirely unable to carry on any business or occupation as a result of the accident. (You or the driver will have to be totally disabled for a period of at least 1 month)	€250 a month (maximum 36 months)
C	Hospital benefit, if you or the driver are in hospital for more than six days as a result of a road-traffic accident. (cover for the costs of accommodation only during time in hospital as a result of a road-traffic accident; it does not include medical expenses incurred while hospitalised)	€500 a week (maximum 20 weeks for any one accident)
D	Death benefit where death is a direct result of the accident.	€75,000
E	Permanent Total Disablement where you or the driver, in the opinion of a medical expert, is permanently unable to carry on any business or occupation as a result of the accident for the rest of your or their life	€25,000

Limits

- ▶ **We** will only pay benefit under one of the sections A or D or E
- ▶ **We** will only pay benefit under one of the sections B or E
- ▶ **We** will only pay the temporary total disability benefit for the period of medical treatment for the injury
- ▶ While in hospital **you**, or the driver, will only receive benefit C; **you** cannot also claim under benefit B

Conditions

- ▶ **We** will only pay for temporary total disablement if **you** or the driver are in paid employment at the time of loss and are unable to carry on any business or occupation for the entire preceding month
- ▶ If **you** or the driver 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

We will only pay if:

- ▶ **We** are told about the claim within 28 days of the 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
- ▶ Death or bodily injury occurring whilst **you** or the driver was not complying with the law in respect of seat belt use
- ▶ 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 anyone who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving
- ▶ 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, the person who was driving is convicted of or has a prosecution pending for an offence involving alcohol or drugs
- b. the person who was driving was unfit to do so due to alcohol or drugs; or
- c. the person who was driving had been 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 the person driving must repay all claims **we** have paid arising from the accident; and
 - iii **we** may cancel **your policy**
3. This **policy** does not cover anyone who does not comply with 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 been liable 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, weapon or any part of such items

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, including any action taken to control or prevent such events.
 - 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. Any liability for malfunction or hacking of autonomous/driverless vehicle systems including, but not limited to, remote control parking, lane departure warning systems, automated emergency braking (AEB), anti-lock braking (ABS), adaptive cruise control, blind spot monitoring, and other crash-avoidance technology.
10. Any loss of, damage to, or loss of use of the channel tunnel known as Eurotunnel and any loss or losses consequent thereon. For the purposes of this exclusion the words “channel tunnel” shall mean the fabric of the structure including contents therein, situated between the entrances and exits.
11. This **policy** document replaces any previous **policy** documents issued by AXA Insurance.

Notes

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Ring us on

0818 7 365 24

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