

## List of Branches

<b>Athy</b> Carlow Road (0507) 31511	<b>Drogheda</b> Laurence Street (041) 9833826	<b>Loughrea</b> Bride Street (091) 841244	<b>Thurles</b> Liberty Square (0504) 21300
<b>Ballina</b> Dillon Terrace (096) 22333	<b>Galway</b> Wood Quay Court (091) 568101	<b>Mallow</b> Bank Place (022) 42323	<b>Tralee</b> 6 Denny Street (066) 7122944
<b>Bantry</b> 12 Barrack Street (027) 50814	<b>Kells</b> Bective Street (046) 40301	<b>Monaghan</b> Castle Meadow Court (047) 83255	<b>Tullamore</b> O'Moore Street (0506) 41460
<b>Carrick-On-Shannon</b> St. George's Terrace (078) 20321	<b>Kilkenny</b> Carlow Road (056) 22402	<b>Mullingar</b> Austin Friars Street (044) 41843	<b>Waterford</b> 77/78 The Quay (051) 872084
<b>Cavan</b> 25 Farnham Street (049) 4331011	<b>Killarney</b> 100 New Street (064) 71410	<b>Nenagh</b> 1 Kickham Street (067) 33306	<b>Wexford</b> Henrietta Street (053) 23622
<b>Clonmel</b> 29 Parnell Street (052) 22433	<b>Letterkenny</b> Port Road (074) 21144	<b>Portlaoise</b> Dublin Road (0502) 21776	<b>Wicklow</b> Dublin Road, Bray (01) 2821944
<b>Cork</b> 13 Oliver Plunkett Street (021) 4271941	<b>Limerick</b> 47 O'Connell Street (061) 315544	<b>Sligo</b> Hyde Bridge House (071) 45410	

### Dublin Branches

<b>1.</b> Wolfe Tone Street Dublin 1 (01) 8726444	<b>3.</b> Long Mile Road Dublin 12 (01) 4508885	<b>5.</b> 74 Lower George's Street, Dun Laoghaire, Co. Dublin (01) 2803033	<b>6.</b> Nutgrove Shopping Centre, Rathfarnham Dublin 14 (01) 4948055
<b>2.</b> Church Street Finglas, Dublin 11 (01) 8343222	<b>4.</b> The Plaza, Swords, Co. Dublin (01) 8137177		

[www.axa.ie](http://www.axa.ie)



# CAR INSURANCE

AXA SUPPORT  
ROAD SAFETY  
IN IRELAND



AXA Insurance Limited, Wolfe Tone St, Dublin 1. Tel: 01 8729888.  
Registered Number 136155.

For your own security and to help us improve our service,  
we may record or monitor phone calls.

Apr 03



**AXA and You. Perfect Together.**

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

**1 850 24 7 365**



## AXA: Caring for our Customers

- *The Insurer with which your contract will be concluded is AXA Insurance Limited which is established in Ireland.*
- *Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.*
- *We are proud of our reputation for high quality and fair service. If our service falls below the standard you expect, please contact the AXA Insurance office which issued the policy.*
- *If, after taking the above action, your complaint has not been resolved, contact our Customer Services Manager at Wolfe Tone House, Wolfe Tone Street, Dublin 1. Telephone (01) 872 9888.*
- *If your complaint has still not been resolved to your satisfaction, you can refer the matter to the Insurance Ombudsman at 32 Upper Merrion Street, Dublin 2.*
- *If you complain it will not affect your rights to take legal action.*

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## Definitions

**The Company:**

AXA Insurance Ltd.

**Insured:**

The person described in the Schedule.

**Insured Vehicle:**

Any motor vehicle, details of which have been supplied to the Company and in respect of which a Certificate of Motor Insurance bearing the number of this Policy and specifying the registration mark of the vehicle has been issued and remains effective.

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## Operation of Cover

The Company will indemnify the Insured in respect of accidental injury, loss or damage, as expressed in this Policy, occurring in Ireland, Great Britain, the Isle of Man or the Channel Islands (or in the course of transit between any ports therein including the process of loading and unloading) during the period of insurance in respect of which the Insured has paid or agreed to pay the premium or any subsequent period for which the Company may accept payment for the renewal of this Policy.

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## Interpretation

The Proposal and Declaration made by the Insured is the basis of the Contract and deemed incorporated herein. The Certificate of Motor Insurance which is effective in respect of the Insured Vehicle is deemed to be incorporated in this Policy and the Policy Schedule and Certificate shall be read together.

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## Cover provided by this Insurance

The expression "Policy Cover" which is used in the Schedule to this Policy is deemed to have the following meanings except as otherwise altered by endorsement.

**A. Comprehensive**

The full extent of the Policy as within written shall apply.

**B. Third Party**

Sections 1 and 2 shall not apply.

**C. Third Party, Fire and Theft**

Indemnity provided by Section 1 is inoperative except for loss or damage caused directly by fire, lightning, self-ignition or explosion or by theft or any attempt thereat. Section 2 shall not apply.

**SECTION 1 Loss or Damage to the Insured Vehicle**

*The Company will indemnify the Insured against loss of or damage to the Insured Vehicle and/or its accessories and spare parts while therein or thereon.*

**Repair of Insured Vehicle**

The Company may, at its own option, repair, reinstate or replace the Insured Vehicle or any part thereof or its accessories or spare parts or they may pay in cash the amount of the loss or damage. The basis of settlement shall be the Market Value of the Insured Vehicle immediately prior to such loss or damage or the Insured's estimate of the present market value as advised to, and recorded by, the Company, whichever is the less. The Company reserves the right to arrange for the removal of the Insured Vehicle to other repairers, (paying for such work as may have already been done), and the Company reserves the right also to accept, decline or invite estimates.

**Delivery of Insured Vehicle**

If the Insured Vehicle is disabled by reason of such loss or damage as is covered in Section 1, the Company will bear the reasonable cost of protection and removal to the nearest repairers. The Company will also pay the reasonable cost of delivery to the Insured after repair of such loss or damage to his last known address.

**Spare Parts**

The basis of the settlement in respect of any part or accessory which is not obtainable shall be the Manufacturer's last list price of such part or accessory.

**Hire Purchase or Leasing Agreement**

If, to the knowledge of the Company, the Insured Vehicle is the subject of a Hire Purchase/Leasing or other Agreement, such payment shall be made to the owner described therein, whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

**New Car Replacement- extended cover**

If during the period of one year after the date of purchase by the Insured of the Insured Vehicle as a new vehicle it is:

- stolen and not recovered within 28 days of the Insured telling the Company about the theft; or
- damaged so that repairs will cost more than 60% of the manufacturer's retail price (including taxes and the cost of accessories) at the time the Insured Vehicle was bought and this policy is one giving Comprehensive cover:

then

provided one is available, the basis of settlement referred to in "Repair of Insured Vehicle" above will be that the Company will at its option either pay for or replace the Insured Vehicle with a new one of the same make, model and specification at the best available price.

If a replacement vehicle of the same make, model and specification is not available, the most the Company will be liable for under this extended cover is:

- the market value of the Insured Vehicle and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturers retail price of the Insured Vehicle applying when it was bought by the Insured, less 10%

whichever is greater.

When the Company indemnifies the Insured under this extended cover, the Company reserves the right to own the lost or damaged vehicle. If this right is exercised the Insured must give the Company the registration documents and original purchase invoice for the lost or damaged vehicle, and complete the transfer of ownership process.

**Servicing**

Notwithstanding anything to the contrary in the certificate of Motor Insurance, this section will continue to operate on the Insured Vehicle while it is being driven by or in the custody of a member of the Motor Trade for purposes necessitated by its overhaul, upkeep and/or repair. This does not apply to any vehicle described in paragraph 5(b) of the certificate.

**Exceptions to Section 1**

1. The Company shall not be liable for:-
  - (a) Loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failure or breakages.
  - (b) Damage to tyres by application of brakes or by road punctures, cuts or bursts.
  - (c) Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - (d) The cost of importing parts or accessories from outside the EU.
  - (e) Any additional cost of parts or accessories above the price of similar parts available from the Manufacturer's European representatives.
2. The liability of the Company in respect of any one claim arising out of any one event causing loss or damage to any permanently fitted car radio, two-way radio, car telephone, Hi-Fi or similar equipment, shall not exceed 10% of the value of the Insured Vehicle as last advised to and agreed by the Company in respect of any one of the above mentioned items.

**SECTION 2 Injury to the Insured**

The Company agree to pay compensation to the Insured or his/her Legal Personal Representative in accordance with the Scale of Benefits in the event of the Insured sustaining any bodily injury as result of an accident whilst travelling in or on, including mounting into or dismounting from any private motor car.

**Scale of Benefits**

Death	€2,540
Total and irrecoverable loss of sight of one or both eyes	€2,540
Total loss by physical severance at or above the wrist or ankle of one or more hands or feet	€2,540

**Exceptions to Section 2**

1. The Total liability of the Company under this Section shall not exceed €2,540 during any one year of insurance
2. Compensation will not be paid under more than one of the sub-sections for any one occurrence.
3. In the event of the Insured being the holder of any Policy with the Company, in respect of any other motor vehicle, compensation shall be recoverable under one Policy only.
4. If the Policy is issued to persons jointly insured, the benefits payable shall be pro-rata according to the number of insured persons.
5. The Company shall not be liable under this section in the respect of death or bodily injury directly or indirectly consequent upon suicide or attempted suicide or intentional self-injury.
6. The Company shall not be liable under this section where death or bodily injury is sustained whilst the Insured is under the influence of drink or drugs.

This section shall not operate where the Insured is a Firm or Company.

### SECTION 3 Emergency Treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of any vehicle for which cover is provided under this Policy where statutory liability for such treatments arises.

A payment by reason of this section shall not be regarded as a claim under this Policy, for the purpose of the No Claims Discount.

### SECTION 4 Liability to Third Parties

#### Sub-Section 4A - Indemnity to Insured

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation in respect of accidental death or accidental bodily injury to any person and accidental damage to property, caused by and arising out of the use of the Insured Vehicle.

#### Sub-Section 4B - Indemnity to Other Drivers

The Company will indemnify in terms of Sub-Section 4A any person driving the Insured Vehicle on the Insured's order or with his permission, provided that:

- (a) Such person is covered by the effective Certificate of Insurance issued in respect of the Insured Vehicle.
- (b) The use of the vehicle falls within the Limitations as to Use stated in the effective Certificate of Insurance issued in respect of the Insured Vehicle.
- (c) Such person is not entitled to the indemnity under any other insurance.
- (d) Such person shall observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they can apply.

#### Sub-Section 4C - Indemnity for Legal Liability of Passengers

The Company will indemnify, at the request of the Insured, any person (hereinafter referred to as the Passenger), in respect of legal liability as defined in Sub-Section 4A, arising when such passenger is mounting into, dismounting from or travelling in the Insured Vehicle, provided that the passenger:

- (a) Is not driving the Insured Vehicle or is in charge of same for the purpose of driving.
- (b) Is not entitled to indemnity under any other insurance.
- (c) Shall observe, fulfil and be subject to, the terms, exceptions and conditions of this Policy insofar as they can apply.

#### Sub-Section 4D - Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this section, the Company will, for the purpose of that indemnity, indemnify his legal personal representative in the terms of and subject to the limitations of such section, provided that such representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they can apply.

#### Sub-Section 4E - Indemnity to Employer

The Company will indemnify the Insured's Employer in terms of Sub-Section 4A, in respect of accidents occurring while the Insured Vehicle is being used by the Insured on the business of the Employer, provided that:

1. The Limitations as to Use as stated in the effective Certificate of Motor Insurance issued in respect of the Insured Vehicle permits use for business or professional purposes.
2. The Employer is not entitled to indemnity under any other Policy.
3. The Employer shall observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they can apply.

#### Sub-Section 4F - Driving Other Cars

The Company will indemnify the Insured in terms of Sub-Section 4A, in respect of the driving by the Insured of any motor car or motor cycle not belonging to him and not hired to him under a Hire Purchase Agreement and in respect of which no indemnity is provided by any other insurance applying to the vehicle, provided that:

1. Such a vehicle is being used in accordance with the Limitations as to Use Clause in the effective Certificate of Motor Insurance.
2. Such vehicle is not owned by his Employer or hired or leased to his Employer under a Hiring or Leasing Agreement.
3. This section shall not apply if the Insured is a Firm or Company or more than one Insured.
4. This section shall not provide indemnity in respect of death of or bodily injury to any person being conveyed on any motor cycle.

#### Sub-Section 4G - Legal Representation

The Company will indemnify the Insured in respect of legal costs and expenses incurred with its written consent in settling or defending any claim for compensation under this section.

The Company will pay the solicitor's fees incurred with its written consent for representation at any Coroner's inquest, in respect of any death which may be the subject of indemnity under this section, or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this section.

**Sub-Section 4H - Servicing**

Notwithstanding anything to the contrary in the Certificate of Motor Insurance, this section will continue to indemnify the Insured only, while the Insured vehicle is being driven by or in the custody of a member of the Motor Trade for purposes necessitated by its overhaul, upkeep and/or repair. This does not apply to any vehicle described in paragraph 5(b) of the certificate.

**Exceptions to Section 4**

The Company shall not be liable for:

1. Death of, or bodily injury to, the person driving or in charge for the purpose of driving the Insured Vehicle.
2. Damage to property belonging to or held in trust by, or in the custody or control of, the person claiming to be indemnified under this Section.

**SECTION 5 Towing**

This Policy operates while the Insured Vehicle is towing a caravan, trailer or a disabled mechanically propelled vehicle as permitted by law. The Company shall not be liable:

1. If such a vehicle is being towed for reward.
2. In respect of loss of, or damage to, the towed vehicle or property carried therein or hereon or injury to any person being carried therein or thereon.

**SECTION 6 Temporary use of your Vehicle on the Continent of Europe**

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

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

**SECTION 7 Suspension of Cover**

Upon notice being given to the Company in writing that the Insured Vehicle is to be laid up and out of use, the Policy shall be suspended automatically, except for loss of or damage to such vehicle by fire, self-ignition, lightning, explosion or by theft or attempt thereat where the Policy provided such cover as from the date of receipt by the Company of the effective Certificate of Insurance and Insurance Disc.

Subject to the period of suspension being not less than four consecutive weeks and provided that the laying up does not result from loss or damage which is the subject of indemnity under this Policy, the Company will deduct from the next following renewal premium, a sum equal to 75% of the pro-rata premium for the period of suspension, (80% if Third Party Cover only applies).

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

**SECTION 8 Payments made under Compulsory Insurance Regulations and Rights of Recovery**

Nothing in this Policy or in any endorsement thereon shall affect the right of any person indemnified by this Policy or of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability of Third Parties, BUT the Insured shall repay to the Company all sums paid by the Company which the Company shall not have been liable to pay but for the provisions of such law.



**SECTION 9 General Exceptions**

Applicable to all sections of the policy.  
The Company shall not be liable in respect of:

1. Any injury, loss or damage occurring while your vehicle is being:
  - (a) Driven by any person not covered by the certificate of motor insurance.
  - (b) Used for any purpose not covered by the certificate of motor insurance.
  - (c) Driven by you, unless you hold a licence to drive such a vehicle or have held and are not disqualified from holding or obtaining such a licence.
  - (d) Driven with your permission, by any person who to your knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (e) Driven by any person who does not comply with the terms exceptions and conditions of the policy.
  
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
  
3.
  - (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
  - (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - (ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear components.
  
4. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except so far as is necessary to meet the requirements of Road Traffic Legislation):



- (a) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) riot civil war mutiny civil commotion military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority
- (b) Any act of terrorism  
For the purpose of this exception an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear

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

5. Any injury, loss or damage (except under the "Third Party" section of the Policy) caused by Earthquake.
  
6. Any accident, injury, loss, damage or liability (except so far as is necessary to meet the requirements of Road Traffic legislation) while your vehicle is in or on any part of an aerodrome, airport or airfield provided for:
  - (a) The take-off and landing of aircraft and for the movement or parking of aircraft on the ground.
  - (b) Service roads, ground equipment, parking areas and those parts of passenger terminals coming within the Customs examination area.

7. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with :

- (a) The loss of alteration of or damage to or
- (b) A reduction in the functionality availability or operation of

A computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Insured or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.



**SECTION 10 No Claims Discount**

1. In the event of no claims being made or arising under Section 1 of the Policy (Loss or Damage to the Insured Vehicle), during a period of insurance specified below, immediately preceding the renewal of the Policy, the part of the premium which related to Section 1 cover shall be reduced as follows:

Period of Insurance	Reduction
The preceding year	20%
The preceding two consecutive years	30%
The preceding three or more consecutive years	40%

For the purpose of this section, a claim under section 1 of this policy for fire or theft or attempt thereat shall not be deemed to be a claim.

2. In the event of no claims being made or arising under Section 4 of the Policy (Liability to Third Parties), during a period of insurance specified below, immediately preceding the renewal of the Policy, the part of the premium which relates to the insurance of Liability to Third Parties shall be reduced as follows:

Period of Insurance	Reduction
The preceding year	20%
The preceding two consecutive years	30%
The preceding three consecutive years	40%
The preceding four consecutive years	50%
The preceding five consecutive years	60%
The preceding six or more consecutive years	70%

In the event of one claim being made or arising under the Policy after the Policyholder had earned 70% or 60% No Claims Discount, the reduction shall revert to 30% or 20% respectively at the next following renewal date, provided that the incident giving rise to the claim did not result in:

- (a) The Driver being convicted of any offence under Section 53 of the Road Traffic Act, 1961.
- (b) The Driver being charged with any offence under Section 49 and 50 of the Road Traffic Act, 1961, as amended by the Road Traffic Acts, 1968 and 1978.

Payment which the Company may, by the exercise of its rights under Condition 1, recover in full together with the associated expenses of recovery shall not be deemed to be a claim under the Policy for the purpose of this section. Nothing in this clause shall give the Insured the right to require the Company to pursue such recovery. Should the Company consent to a transfer of interest in this Policy, the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

**SECTION 11 Payment**

The appropriate stamp duty has been, or will be, paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act, 1950 as amended.

All monies which become or may become due and payable to the Company under this Policy shall, in accordance with Section 93 of the Insurance Act, 1936, be payable and paid in the Republic of Ireland.



John O'Neill  
Chief Executive

Signed for and on behalf of  
AXA Insurance Ltd.

By the authority of the Board.

AXA Insurance Ltd.  
Registered Number (136155)  
Registered Office (Wolfe Tone House)



**SECTION 12 Conditions**

**1. Claims Procedure**

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

- You must as soon as reasonably possible give the Company written notice
- You must send to the Company immediately any writ or summons, and as soon as possible any letter, claim or other document unacknowledged.
- You must notify the Company immediately of any impending prosecution, inquest or fatal inquiry.
- You must not admit liability for or negotiate the settlement of any claim without the Company's written agreement.
- You must give the Company all information and assistance required.

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

**2. Looking after your vehicle**

You must take all reasonable precautions to -

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

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

**3. Other Insurance**

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

**4. Change to your policy**

You must tell the Company immediately of -

- Any change of vehicle
- Any convictions or pending prosecutions
- Any change in driver's health
- Any change in address or occupation
- Any change or modification of the vehicle
- Any additional vehicle
- Any change in use
- Any change in main user
- Any change in any other material fact



**5. Cancellation**

The Company may cancel the policy by sending 10 days notice by registered letter to you at your last known address. In such event we may return a proportionate part of the Premium, provided the certificate and disc have been returned. You may cancel the policy by returning the certificate and disc to the Company with a written instruction to cancel. If no claim has arisen during the current period of Insurance you shall be entitled to a return of the premium less premium at the Company's short period rates for the time the policy has been in force. If the insurance has been in force for a period exceeding twelve months and no claim has arisen since the last renewal the Company may return a proportionate part of that premium.

**6. Suspension**

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

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

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

**7. Fraud**

The Insured must not act in a fraudulent manner. If the Insured or anyone acting for the Insured:

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

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

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

**8. Arbitration**

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

**9. Observance of policy conditions**

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

**Endorsements**

*This Policy shall be subject to such of the following Endorsements as are referred to by number in the Clause headed 'Endorsements' in the Schedule to this Policy.*

**Endorsement E1 - Excess applying to Section 1 of the Policy**

In respect of each and every occurrence involving damage to the Insured Vehicle resulting in a claim under Section 1 of this Policy, the Insured shall be responsible for the amount referred to in the Schedule as the Excess (or any less expenditure which may be incurred) of any expenditure for which provision is made under this section. Such excess will apply in addition to any amount already noted in the Schedule to the Policy as applying in particular circumstances. The expression 'occurrence' means an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided by this Policy.

This endorsement shall not apply to loss or damage caused by:

- (i) Fire, lightning, self-ignition or explosion
- (ii) Theft, or any attempt thereat.

**Endorsement E4 - Driving Other Cars Excluded**

Sub-Section 4F of Section 4 of this Policy is cancelled.

**Endorsement E5 - Injury to Insured Clause Excluded**

Section 2 of this Policy headed 'Injury to Insured' is cancelled.

**Endorsement E6 - Farm Use**

The Company shall not be liable for damage to the Insured Vehicle caused by the produce and/or livestock carried therein.

**Endorsement E7 - Joint Owners**

In the event of a claim for indemnity under Section 4 of this Policy, the term 'The Insured' where it appears, shall include the names of each of the parties jointly described in the Schedule as the Insured.

**Endorsement E8 - Injury to Insured in respect of Joint Insured**

For the purpose of Section 2 of this Policy headed 'Injury to Insured', each of the persons jointly described in the Schedule to this Policy as the Insured is deemed to be the Insured and in respect of each of such persons each of the sums specified in each section is reduced by one half.

**Endorsement E15 - Extra Benefits**

## Section A

**Windscreen Breakage**

The Company will indemnify the Insured in the event of a windscreen or window forming part of the Insured Vehicle being broken from any accidental or malicious cause not involving other damage to the said vehicle except resultant scratching to surrounding bodywork.

## Section B

**Replacement Car**

In the event of the Insured Vehicle suffering loss or damage by accident, fire or theft, the Company at its sole option will:-

- (a) Provide or arrange to provide the Insured with a replacement car, or
- (b) Indemnify the Insured in respect of expenses incurred by him, arising out of hiring a car up to a limit of €20.32 per day.

The duration for which such a benefit is payable shall be determined by the Company's Assessor but shall be limited to a maximum period of 35 days in respect of any one claim or series of claims arising out of one event.

## Section C

**Rugs, Clothing and Personal Effects**

The Company will indemnify the Insured, or at the request if the Insured, such other person as may be the owner of the property, against loss of or damage to rugs, clothing and personal effects contained on the Insured Vehicle by accident, fire or theft involving the vehicle itself.

The liability of the Company shall not exceed the sum of €159 in respect of any one claim or series of claims arising out of any one event.

THIS SECTION DOES NOT OPERATE IN RESPECT OF:-

1. Money, stamps, tickets, documents, securities, furs or jewellery.
2. Goods, tools or samples carried in connection with any trade or business.
3. Any article which is insured under any other insurance whether effected by the Insured or not. (It is expected that reasonable precautions will be taken when leaving property in the Insured Car).

## Section D

**Extra Legal Defence Fees**

The Company will, at the Insured's written request, undertake the defence of the Insured or any other person entitled to indemnity under Section 4 of this Policy, in respect of any charge of manslaughter or dangerous driving causing death or serious bodily harm, when such charge arises out of an accident which is the subject of indemnity under this Policy.

The liability of the Company shall not exceed €1,270 in any one claim or series of claims arising out of any one event. The Company may, at its option, relieve itself of further liability for providing such legal service by paying the Insured the said sum of €1,270 less the expenses incurred by the Company to the date of payment.

## Section E

**Tow-away Charge**

As a direct result of the Insured Vehicle being disabled due to accident, fire or theft, where towing services are arranged with, or to a garage, the Company will indemnify the Insured in respect of such towing charges up to an amount not exceeding €45.

## Section F

**Hospital Benefit**

If the Insured is hospitalised for more than six consecutive days as a result of a road traffic accident involving the Insured Vehicle, the Company will pay to the Insured an amount of €127 per week or part thereof while the Insured is hospitalised.

Compensation shall not be payable where death or bodily injury is sustained whilst the Insured is under the influence of intoxicating liquor or drugs or where it is consequent upon suicide, (whether felonious or not) or attempt thereof or otherwise intentionally inflicted.

This section shall not operate where the Insured is a firm or a company. The liability of the Company in respect of such benefits shall not exceed 20 weeks.

## Section G

**Death Benefit**

In the event of the death of the Insured as a result of an accident whilst driving the Insured Vehicle, the Company will pay the sum of €2,540 to the legal personal representatives of the Insured, in addition to any amount recoverable under Section 2 of the Policy.

## Section H

**Technical and Legal Advice and Assistance**

The Company may, in respect of certain District Court prosecutions, provide the services of a Solicitor nominated by the Company to the Insured.

The Company will also provide legal advice and technical assistance to the Insured in respect of disputes with Motor Manufacturers, Distributors, Assemblers, Repairers and garages involving the Insured Vehicle.

The nature and extent of services, advice and assistance provided by this Section shall be determined solely by the Company at its own discretion.

Any payment under this endorsement shall not constitute a claim within the meaning of the No Claims Discount section of the Policy.

## Section I

**Replacement Locks**

The Company will pay up to €508 in total in respect of replacing locks and alarms for the Insured Vehicle if the keys for it are stolen:

From the Insured's normal residence (house) by means of forcible and violent entry to or exit from the Insured's house or

From any hotel or guest house at which the Insured intends to spend the night following the theft by means of forcible and violent entry to or exit from the room allocated to the Insured or

From any other private residence at which the Insured intends to spend the night following the theft by means of forcible and violent entry to or exit from that residence.

The section does not cover

Keys stolen by deception or fraud, or taken by a member of your family normally residing with you.

Any loss where the theft of keys are not reported immediately on discovery to the Gardai or proper police authority, and in addition (in the case of a hotel or guesthouse) to the proprietors. In making a claim under this section the Insured may be asked to provide proof of such notification.

## Section J

**Fire Brigade charges**

The Company will pay charges levied by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for controlling or extinguishing a fire in the Insured Vehicle such that the fire gives rise to a valid claim under the policy, or for actually removing the driver or passengers from the Insured Vehicle with the use of cutting equipment.

The most the company is liable for under this section for any one claim is €1270 in addition to any amount paid under section 1 or 4 of the policy.

**Endorsement E30 - AXA Motor Rescue**

In the event of the Insured Vehicle, as defined in the Policy, being immobilised as a result of electrical or mechanical breakdown or accident, (including fire, theft or any attempt thereat and malicious damage), within the Territorial Limits of this endorsement, the Company will arrange and pay for the benefits set out hereafter.

**Endorsement E17 - Limited Business Use for Shopkeepers**

Notwithstanding anything to the contrary contained in the "Limitations as to Use" specified in the effective Certificate of Insurance, the carriage of goods and samples for the purposes of the Insured's business is permitted. The Company shall not be liable for any loss, damage or liability whatsoever whilst the said vehicle is being used for the purpose of delivering goods or samples of any kind.

**Endorsement E26 - Windscreen Breakage**

The Company will indemnify the Insured in the event of a windscreen or window forming part of the Insured Vehicle being broken from an accidental or malicious cause not involving other damage to the said vehicle except resultant scratching to surrounding bodywork.

**Definitions**

**The Insured** shall mean any driver including the Insured who is driving the Insured Vehicle and whose driving comes within the definition of Drivers or Classes of Drivers whose driving is covered by the Policy, as stated in the Certificate of Motor Insurance.

**Passengers** shall mean all non-fare paying passengers (excluding Hitch-Hikers) being transported in the Insured Vehicle at the time assistance is required.

**Territorial Limits** Ireland, Great Britain, the Isle of Man and the Channel Islands.

**Benefits**

1. Labour  
The cost of call out and up to one hours labour charged by a Repairer, provided the repair is carried out in situ and not at the Repairer's premises.
2. Towing  
The cost of towing the Insured Vehicle to the nearest competent Repairer or to any other requested location, if closer,
3. Message Relay  
The relay of any relevant messages relating to the assistance on behalf of the Insured.

## 4. Completion of Journey

If repairs cannot be completed on the same day, we can arrange to have the Insured and passengers return home or continue on to their original intended destination within the Territorial Limits of this endorsement. We will arrange and pay for:

- (a) (i) The transportation of Insured and passengers to their intended destination.  
 (ii) The transportation of the Insured Vehicle to the nearest competent Repairer or the nearest competent Repairer to his home or chosen destination if closer,

**or**

- (b) accommodation expenses for one night only, limited to Bed and Breakfast while the Insured and passengers are awaiting completion of repairs, subject to a maximum amount of €31.75 per person and €127 in total,

**or**

- (c) subject to the total cost being no greater than the cost of transport of the Insured, passengers and Insured Vehicle, the hire of a suitable vehicle for up to 24 hours. In addition, the company will, at its own option, provide a single second class rail/bus ticket or equivalent, to enable you (or the driver nominated by you) to return to the Repairer's premises to reclaim the repaired vehicle,

**or**

- (d) any other solution which, in the opinion of the Company or its Agent, is the most suitable for assisting you and arranging for the repair and/or transportation of the Insured Vehicle.

### Exceptions

The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses which are recoverable from any other source.
3. For any claim arising where the Vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specification, or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain.

4. For any accident or breakdown brought about by an avoidable, willful and deliberate act committed by you.
5. For the cost of repairing the car other than outlined in the Benefit, Number 1.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicles mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosive or toxins transported in the car.
8. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government), whether local, national or international or of the default of any Supplier, Agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.

### Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. In the event of theft of the Insured Vehicle, the theft must be reported to a Police station before any benefits can apply.
3. Your Policy Number must be quoted when calling for assistance and the relevant identification produced on the demand of the Repairer, recovery specialist or other nominated agent of the Company.
4. In the event of cancellation of the Policy by the Insured, no return of premium shall be allowed in respect of the Assist portion of the premium.
5. Parts, including the battery, which are failing shall be replaced as soon as possible after the discovery of a defect.

**Note:** Any payment under this endorsement shall not constitute a claim within the meaning of the No Claims Discount section of the Policy.



**Endorsement E37 - Drivers Fatal Accident Cover**

For the purpose of this endorsement, the Insured shall mean any driver including the Insured who is driving the Insured Vehicle and whose driving comes within the definition of Drivers or Classes of Drivers whose driving is covered by the Policy, as stated in the Certificate of Motor Insurance.

In the event of death of the Insured sustained as a result of an accident whilst driving the Insured vehicle or whilst mounting or dismounting from such vehicle for the purpose of driving the Company will pay compensation to the Legal Personal Representatives of the Insured in accordance with the Scale of Benefits set out below:

**Scale of Benefits**

Benefit A €19,000	Benefit B €30,000	Benefit C €32,000
Benefit D €38,000	Benefit E €42,000	Benefit F €46,000

**Exceptions**

1. This insurance does not cover Death directly or indirectly resulting from or consequent upon:
  - (a) Any accident where the death does not occur within 12 months from the date of accident.
  - (b) Suicide or attempted suicide or intentional self-injury or the Insured being in a state of insanity.
  - (c) The Insured's own criminal act.
  - (d) The Insured engaging in or taking part in racing or speed testing.
2. The Company will not be liable where death is sustained whilst the Insured is under the influence of alcohol or drugs.

**Provisos**

1. Compensation shall not be payable in respect of any Insured who has attained the age of 75 years but any Insured who attains 75 years during the currency hereof remains covered until the next renewal date of the Policy.
2. The Legal Personal Representative shall observe, fulfill and be subject to the terms, exceptions and conditions of this Policy insofar as they can apply.



**Endorsement E38 - Personal Accident Cover**

The Company agree to pay Compensation to the Insured or his/her Legal Personal Representative in accordance with the Scale of Benefits in the event of the Insured sustaining any bodily injury as the result of an accident.

1. Whilst travelling in or on, including mounting into or dismounting from:
  - (a) Any Road Vehicle, (excluding Motor Cycles, Tractors, Combines and Farm Implements but including Pedal Cycles, whether motor assisted or not), as a Passenger or Driver.
  - (b) Any Boat or Railway Train as a fare paying Passenger.
2. In connection with a Railway Train or Road Vehicle in which the Insured is involved as a pedestrian.

**Scale of Benefits  
Section A - Death**

**Compensation**

Benefit 1 €10,000	Benefit 2 €15,000	Benefit 3 €17,000	Benefit 4 €19,000
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Occurring within twelve calendar months from the date of the accident.

**Section B - Permanent Total Disablement**

Total loss by physical separation at or above the wrist or ankle of both hands or both feet or of one hand and one foot or total irrecoverable loss of all sight in both eyes or total loss by physical separation at or above the wrist or ankle or one hand or one foot and the total and irrecoverable loss of all sight in one eye.

**Compensation**

Benefit 1 €10,000	Benefit 2 €15,000	Benefit 3 €17,000	Benefit 4 €19,000
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Occurring within twelve calendar months from the date of the accident.

**Section C - Permanent Partial Disablement**

Total loss by physical separation at or above the wrist or ankle of one hand or one foot or total and irrecoverable loss of all sight in one eye.

**Compensation**

Benefit 1 €10,000	Benefit 2 €15,000	Benefit 3 €17,000	Benefit 4 €19,000
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Occurring within twelve calendar months from the date of the accident.

**Section D - Temporary Total Disablement**

In consequence of which the Insured shall immediately following the injury and continuously thereafter be necessarily and entirely incapacitated from attending to any business or following any occupation. Compensation during such disablement at the weekly rate of:

Benefit 1	Benefit 2	Benefit 3	Benefit 4
€67.49	€101.23	€114.73	€128.23

Capital Benefits shown under A, B and C above may be increased by payment of an additional premium.

**Territorial Limits**

This insurance shall cease in respect of the Insured as soon as he shall become permanently resident outside Great Britain, The Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man.

**Exceptions**

- This insurance does not cover bodily injury directly or indirectly resulting from or consequent upon:
  - Suicide or attempted suicide or intentional self-injury or the Insured being in a state of insanity.
  - The Insured's own criminal act.
  - The Insured engaging in or taking part in racing or speed testing.
  - Any physical defect or infirmity of the Insured and, in the case of women, pregnancy or childbirth.
- The Company will not be liable where bodily injury is sustained whilst the Insured is under the influence of drink or drugs.

**Provisos**

- (a) Compensation under Section D shall only be payable if:
- Notification of a claim under this section is made to the Company within 28 days of the date of occurrence.
  - The Insured immediately attends a duly qualified Medical Practitioner and commences suitable treatment.

Payment will be made only in respect of the period during which medical treatment is undertaken. Inability to take part in sports or pastimes shall not, of itself, be deemed to constitute total disablement.

- (b) Compensation shall not be payable:
- Under more than one of Section A, B or C.
  - Under Section D for any disablement for which compensation is payable under one of Section A, B or C. In the event of a claim arising or payment of the Sum Insured under any of Section A to C, the Policy shall be held to cease to be in force from the date of the accident in respect of the Insured concerned.
  - Under Section D, until the total amount shall have been agreed not for more than 156 weeks in respect of any one accident.

(c) All sums of money which may from time to time be paid by way of compensation in the Period of Insurance shall be taken in diminution of the sum hereby insured so that in the case of more than one injury to the Insured, whether fatal or otherwise, occurring during the same period, the total amount payable under this insurance shall not exceed the maximum sum hereby insured.

**Conditions**

- Immediate notice must be given to the Company of any accident to the Insured which causes disablement within the meaning of this endorsement and the Insured must immediately place himself under the care of a duly qualified Medical Practitioner and commence suitable treatment.

- Immediate notice must be given to the Company in the event of the death of the Insured resulting or alleged to result from an accident within the meaning of this endorsement.
- In no case will the Company be liable to pay compensation to the Insured or his representative unless the Medical Adviser or Advisers appointed by the Company for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured.

**Endorsement E70 - Driving other cars – extended cover**

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

If

- The Policy schedule indicates that cover is Comprehensive, and
- The applicable certificate of Motor Insurance contains the Driving Other Cars clause numbered 5(b) and
- The Insured is responsible for the care and safekeeping of a car being driven under clause 5(b) of the certificate and
- The Insured is not a regular user or driver of such a car

then

In addition to indemnifying the Insured, and the Insured only, under Section 4, the Company will indemnify the Insured, and the Insured only, in the terms of Section 1 of this policy in respect of any car only the Insured is driving under clause 5(b) of the certificate

provided that

- There is no other insurance policy in force covering the Insured's driving of such a car (whether or not such a policy would cover what is covered by this extended cover) and
- Such car does not belong to the Insured or the Insured's spouse / partner, and
- The engine capacity of such car does not exceed 2000 cubic centimetres and
- The maximum amount the company will be liable to pay under this extended cover is €40,000, and
- The Insured is in lawful possession of such a car, and has been so for a period of less than 30 days.
- The loss or damage occurs in the Republic of Ireland.

Nothing in condition 3 of this policy makes the Company liable to pay any amount which would not be payable under this extended cover.

**Endorsement E71 - Protected NCD**

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

Notwithstanding anything contained to the contrary in the "No Claims Discount" section of this Policy, a single claim under either Section 1 or 4 in any 3 year period will not result in a loss of No Claims Discount. A second claim in any 3 year period will be then treated as the first claim. In the event that there are 2 or more claims which affect the No Claims Discount under both sections 1 and 4, the first of those claims will be deemed to be the one in respect of which there will be no loss of No Claims Discount.



### General Information

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

### Change of Risk

To avoid invalidating the cover provided by the Policy, all changes in risk must be notified immediately to the Company. For example:

1. Changes of vehicle, address, occupation or use of vehicle.
2. If you or any person permitted to drive have incurred any motoring conviction (other than for parking) or if there are any prosecutions pending.
3. If you or any person permitted to drive suffers from the onset of Diabetes, Epilepsy, Heart Condition or any other disease or physical or mental infirmity.

### Open Driving

Where the Policy permits other drivers, bear in mind that this only covers drivers between the ages of 25 and 70 years with a Full Irish Driving Licence.

Special arrangements must be made to include drivers:

1. Under 25 years or over 70 years.
2. Who are between 25 and 70 years but do not hold a Full Irish Drivers Licence.

### Driving Other Cars

If you are permitted to drive other cars, please note that cover is restricted to Third Party Only and does not cover cars owned by you or your Employer or cars which are hired to you or your Employer under a Hire Purchase or Leasing Agreement.

### What to do in the Event of an Accident

1. Note the registration number of the vehicles involved.
2. Obtain the names and addresses of other persons involved, together with the name of their Insurance Company and Policy Number. This information may be obtained from the Insurance Disc on the other person's windscreen.
3. Ask for the names and addresses of any witnesses.
4. **Do not admit responsibility** or sign a statement to this effect.
5. Report the accident immediately to the AXA Claims Department, Wolfe Tone Street, Dublin 1. Telephone 01 8729888 or to any AXA branch office.
6. If your car is damaged and your Policy covers accidental damage to your car, notify the Claims Department or any branch office as to where the vehicle may be seen.
7. Where a claim is made against you by other persons, all correspondence received by you should be forwarded immediately, without reply, to our Claims Department.

