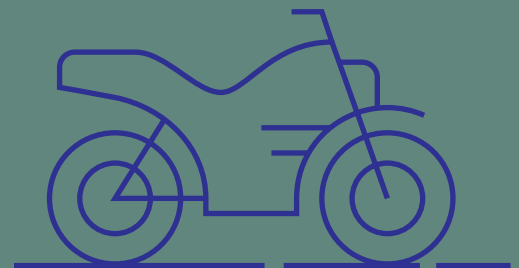




ROI Customers
December 2021

Motorcycle Insurance Policy



Useful phone numbers

Customer Service

If you need bikecare customer service please ring us on:

0818 225 562

Claims

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

0818 7 365 24

Welcome to your AXA Motorcycle Insurance policy

We are one of the largest insurance groups in the world. Here in Ireland, we have met the needs of people for over 280 years.

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

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

Please read it carefully and if you have any questions, please contact your broker or local AXA branch office.

Need to find something quickly?

If the question is...

then look at page

How do I complain?	6
How do I complain to the Financial Services and Pensions Ombudsman?	6
What's an excess?	9
I don't understand my 'no-claims discount', where do I look?	14
My motorcycle keys were stolen, am I covered?	17
My vehicle broke down, have I got 'motor rescue' cover?	17
I've had an accident, what do I do?	25
How do I claim if my motorcycle is stolen?	25

And if your question is one of these...

I want to change my motorcycle, 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 contact your local AXA branch and they'll give you the answer.

Table of Contents

Caring For You	6
Your policy wording	7
In this policy	8
Section 1A: Loss or damage to your motorcycle	9
Section 1B: Fire and theft	10
Section 2: Liability to Others	12
Section 3: No claims discount	14
Section 4: Foreign Use	15
Section 5: Protected no claims discount	16
Section 6: Motorcycle Rescue	17
Section 7: Legal Expenses	20
Section 8: Extra Benefits	21
Miscellaneous Provisions	22
General Exceptions	23
General Conditions	25
General Information	28

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 7 365 24** 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 Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.

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

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

Your policy includes:

- ▶ the policy wording in this booklet;
- ▶ the schedule that has your details and the cover that applies; and
- ▶ any endorsement which applies;
- ▶ the current certificate which gives details of who may drive and the purposes for which the motorcycle(s) may be used.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in Ireland or the UK or in transit by sea between any ports therein.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance dac



Phil Bradley

Chief Executive

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

In this policy

Definitions

The following words have the same meaning wherever used in the policy or schedule.

We, our, us, the Company

AXA Insurance dac.

You, your, the Insured

The Insured as named in the schedule.

Vehicle

Any motor vehicle details of which have been advised to the Company.

Motorcycle

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

The Continent of Europe

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

Territorial limits

The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands and any other Designated Territory within the meaning of Road Traffic legislation.

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.

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.

Cover Available

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

Comprehensive

You have the benefit of the entire policy.

Third Party Fire & Theft

Section 1(A) does not apply.

Third Party

Section 1 does not apply.

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

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

SECTION 1A

Loss or damage to your motorcycle

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

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

Excess

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

The excess amount is:

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

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

SECTION 1B

Fire and theft

Section 1 applies only if your cover is Comprehensive or Third Party Fire and Theft.

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

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

Excess

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

The excess amount is:

Excess in respect of theft - €250

Excess in respect of fire - €60

What does the Company pay?

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

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

The Company will not pay more for a claim than the market value of the vehicle, immediately prior to the loss or damage, and in any event the Company will not pay more than the value declared by you to the Company.

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

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

Replacing your motorcycle with a new one

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

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

We will only do this if:

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

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

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

Repairs, collection and delivery

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

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

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

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

Where an excess applies payment of this is your responsibility.



What's not covered

1. Losses you sustain through not being able to use your motorcycle (including the cost of hiring another motorcycle).

2. Depreciation

3. Wear and tear

4. Repairs or replacements which improve your motorcycle beyond its condition before the loss or damage.

5. Mechanical or electrical breakdowns, failures or breakages
 - The company will not pay for the item which broke down, failed or broke but the company will pay for any consequent loss or damage which is covered.

6. Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.

7. Loss or damage resulting from the use of your motorcycle in a rally, competition or trial, or while used on any closed racing circuit.

8. Loss or damage to anything in or on your vehicle other than its accessories and spare parts.

9. Loss by theft of accessories and spare parts if the motorcycle is not stolen at the same time.

10. Loss or damage to clothing or protective equipment.

11. The cost of importing parts or accessories from outside the EU.

12. Any additional cost of parts or accessories above the price of similar parts available from the Manufacturer's European representatives.

SECTION 2

Liability to Others

Third Party Bodily Injury

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

- ▶ death of or bodily injury to any person as a result of an accident caused by your motorcycle

Third Party Property Damage

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

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

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

Persons Insured

- a. You.
- b. Any person allowed to drive by the Certificate.
- c. Any person using (but not driving) your motorcycle with your permission for social, domestic and pleasure purposes.
- d. If you wish, any person (other than the rider) who is either on your motorcycle or is getting on or off it.
- e. Your employer or business partner in respect of a motorcycle which does not belong and is not hired to him/her.
- f. The personal representative of any person in (a) to (e) following that person's death (but only in respect of the deceased's liability).

Associated Costs

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



What's not covered

1. Damage to property belonging to, or held in trust by, or in the custody or control of, the person insured.
2. Damage to any motorcycle being driven or used by a person insured.
3. Any person in (c), (d) or (e) if to that person's knowledge the driver of the motorcycle does not hold a licence to drive it. This exception does not apply if the driver had held such a licence and is not disqualified from holding or obtaining one.
4. Any person other than you who has insurance under another policy.
5. Any person in the Motor Trade driving the motorcycle for overhaul upkeep or repair.
6. Any person insured who does not comply with the terms, exceptions and conditions of the policy.
7. Death of or bodily injury to any person driving or in charge of the motorcycle.
8. Death of or bodily injury to any person while mounting onto, dismounting from or being conveyed on the motorcycle arising when the driver holds a provisional driving licence, except where such liability is required to be covered by the Road Traffic Acts.

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

SECTION 3

No claims discount

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

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

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

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

Your No Claims Discount will not be affected by payments made under Section 1 for fire.

SECTION 4

Foreign Use

The cover provided by Section 1

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

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

The cover provided by Section 2

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

SECTION 5

Protected no claims discount

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

Your schedule will show if you have chosen this cover.

You can pay an extra premium to protect your no-claims discount. This cover allows you to make one claim without reducing your no-claim discount.

We will treat a second claim as one claim and we will reduce your no-claim discount in line with the scale shown earlier. Once you make a claim, we will remove the protection for later claims and you will not qualify for protection for at least three years. If you make a second claim, that claim will affect your no-claims discount. Although you can protect your no-claim discount, your premium may increase if:

- ▶ you make unreasonably large or excessive claims;
- ▶ you receive motoring convictions; or
- ▶ we decide it is necessary for any other reason.

SECTION 6

Motorcycle Rescue

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

Breakdown Assistance - Ireland

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

Contact the AXA Assistance helpline on 0818 7 365 24 (003531 8583200 from outside the Republic of Ireland).

Territorial limit

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

You must call 0818 7 365 24 (+00 353 1 858 3200 if outside the Republic of Ireland) to benefit from Motor Rescue. We will not pay any expenses you may have to pay if you have not called the emergency number first.

What is covered

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

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

Benefits

- A. Roadside assistance and driveway assistance –
1. Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.
 - ▶ If your motorcycle breaks down in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, we will send a recovery operator to help you. If repairs are possible, we will provide up to on hour's labour to try to repair your motorcycle at the breakdown site. You must pay the cost of any parts, fuel or other supplies used to repair the motorcycle. If we cannot repair the motorcycle at the roadside we will cover the cost of removing your motorcycle to the nearest repairer or to any other place you ask, if this is closer.

2. Elsewhere

- ▷ If your motorcycle breaks down elsewhere within the Territorial Limits and excluding (1) above, we will arrange and pay for a vehicle rescue operator to come to the place of breakdown and recover you to a suitable local garage, for your vehicle to be repaired at your cost.

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

Out of hours secure storage costs (pending repairs) applicable to

(1) and (2) above

If your motorcycle will arrive at the repairers outside normal opening hours, we will cover the cost of removing it to a secure place and then on to the repairers when they open.

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

1. To transport you and your passenger, but not a hitchhiker, to your intended destination or home, and to transport your motorcycle to the nearest repairer to your home or chosen destination. If the breakdown occurs in Europe we will cover the cost of returning you to your vehicle once it has been repaired.
2. Accommodation expenses for up to 3 nights, limited to bed & breakfast while you and your passenger are waiting for repairs to your motorcycle to be completed. The most we will pay is €50.00 a night for each person, provided your original accommodation has been pre-paid and you can not get your money back.

3. Hiring of a motor car so you may continue your journey, as long as your motorcycle has been recovered by us, and as long as this is not more than the benefit we would have paid under option a above. You must have a valid driving licence with you and comply with any conditions stipulated by the hire company. We will not pay more than €70.00 per day, up to a total amount of €700.00. We may provide public transport for you to return to the repairer to reclaim your motorcycle after it is repaired.
4. Any other solution which, we believe, is the most suitable to help you and arrange for your motorcycle to be repaired and transported.

C. Vehicle Repatriation

- ▷ If your motorcycle cannot be repaired in Europe, or by the time you have to get home, we will arrange and pay for it to be taken to the nearest suitable garage or to your home address in Ireland. We will only repatriate your motorcycle if we believe the cost of doing so would be less than the value of the motorcycle at the time of repatriation.

D. Passing on a message

- ▷ We will pass on any relevant messages for you.

E. If your Motorcycle is stolen

- ▷ If you are away from home and your motorcycle is stolen, we will arrange one of the benefits listed above to get you to your home or your intended destination, as long as both are within the countries covered by this section.

We will only pay if:

- ▶ you have contacted us using the emergency number 0818 7 365 24;
- ▶ for attempted theft of your motorcycle, you have reported the theft to the gardaí or appropriate police authority;
- ▶ you quote your policy number when calling for help; and
- ▶ you replace any faulty parts, including the battery, as soon as possible after discovering the fault.



What's not covered

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

SECTION 7

Legal Expenses

Sub Section 7 (A)

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

Sub Section 7 (B)

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

Limits

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

Significant exclusions

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

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

You and the solicitor must do the following

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

How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on:- 01 865 8807 and quote "AXA Insurance – Bike Legal".

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

Counselling

We will provide you with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary or professional services. To contact the above counselling helpline, phone us on: 09064 86359.

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



What's not covered

1. Solicitor's fees that we have not given our permission for, or that are above the value of your claim.
2. Fines or penalties.
3. Solicitor's fees from events that happened or you knew about, before the period of insurance.
4. Prosecutions relating to parking offences, allegations of driving under the influence of drink or drugs, or violence or intentional dishonesty, including driving without a valid driving licence or certificate as needed by law.
5. Pleas in mitigation, unless we believe that a plea will have a significant positive effect on the sentence.
6. Judicial reviews.
7. For Adviser's costs in claims handled by InjuriesBoard.ie other than the InjuriesBoard.ie Application Fee and Medical Report Fee.

SECTION 8

Extra Benefits

This section is only applicable if shown in your schedule.

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

Miscellaneous Provisions

Avoidance of certain terms and right of recovery

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

Payments

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

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

While the motorcycle is in any of the above territories

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

General Exceptions

Applicable to all sections of the policy.

The Company shall not be liable in respect of:

1. Any injury, loss or damage occurring while your motorcycle is being:
 - a. Driven by any person not covered by the certificate(s) of motor insurance.
 - b. Used for any purpose not covered by the certificate(s) of motor insurance.
 - c. Driven by you, unless you hold a licence to drive such a motorcycle or have held and are not disqualified from holding or obtaining such a licence.
 - d. Driven with your permission, by any person who to your knowledge does not hold a licence to drive such a motorcycle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - e. Driven by any person who does not comply with the terms exceptions and conditions of the policy.
2. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3.
 - a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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 motorcycle is in or on any part of an aerodrome, airport or airfield provided for:
 - a. The take-off and landing of aircraft and for the movement or parking of aircraft on the ground.
 - b. Service roads, ground equipment, parking areas and those parts of passenger terminals coming within the Customs examination area.
7. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:
 - a. The loss of alteration of or damage to or
 - b. A reduction in the functionality availability or operation 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.
8. No cover operates outside of the Republic of Ireland if the Insured or any named driver holds a Provisional Licence.

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

General 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 can call our claims action line (day or night) on 0818 7 365 24.
- ▷ You must send to the Company immediately any writ or summons, and as soon as possible any letter, claim or other document unacknowledged.
- ▷ You must notify the Company immediately of any impending prosecution, inquest or fatal inquiry.
- ▷ You must not admit liability for or negotiate the settlement of any claim without the Company's written agreement.
- ▷ You must give the Company all information and assistance required.

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

2. Looking after your motorcycle

You must take all reasonable precautions to:

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

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

3. Other Insurance

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

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.

Please note that

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

5. Cancellation (including cooling-off period)

To cancel the policy, just advise us by phone or in writing and return your certificate of insurance. 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 inception, 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.

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.

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

If your motorcycle is laid up and out of use, you may be able to suspend your cover by returning your certificate of motor insurance. If allowed, we will suspend all cover when we receive the certificate of insurance, except for loss of damage caused by fire and theft, or attempted theft, if we cover fire and theft under the policy. You will be entitled to a refund of 75% of the premium for the period we suspend the policy (80% if cover is third party only) as long as:

- ▶ your motorcycle is not laid up as a result of a claim;
- ▶ the policy is suspended for more than 28 days;
- ▶ the policy is not issued or renewed for less than 12 months; and
- ▶ you do not make a claim during the period of suspension.

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

7. 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:

- Avoid the contract and return your premium if we would not have entered into the contract under any terms
- If we would have entered the contract but on different terms, treat the contract as if those different terms apply
- 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
- ▶ 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.

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

8. 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.

9. Observance of policy 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.

Endorsement 5801 (Operative if shown in your policy schedule)

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

General Information

Servicing

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

Going abroad?

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

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

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

Moving home?

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

Change of motorcycle?

You are reminded of Condition 3 of the policy. Cover applies only to the motorcycle notified to and accepted by the company. If you get a new motorcycle or an additional motorcycle you must supply us with full particulars if you want

cover for it. You will need a new Certificate. If you sell dispose of your motorcycle you must return the certificate.

Payment By Instalments

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

Motorcycle Groups

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

What to do after an accident

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

- ▶ Note the registration number of the vehicles involved.
- ▶ Ask for the names and addresses of other people involved and any witnesses.
- ▶ Make a sketch plan of the scene of the accident.
- ▶ Do not admit responsibility or sign any statement to this effect.

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

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

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

Getting your motorcycle repaired

If the damage is covered by your policy

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

Excess

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

Telling the Company

Ring the AXA Claims Action Line at 0818 7 365 24 as soon as possible.

Prosecutions

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

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

Claims made against you by other persons

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

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

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

Stolen motorcycles

Please notify the appropriate law enforcement authorities as soon as the loss is discovered.

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



We're here to help.

If you have questions,
contact your **local AXA Branch**
or go to **axa.ie**

For help with claims, ring us on
0818 7 365 24
(From outside ROI 003531 8583200)

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