

policy document / **carrierfirst**



**great service and
better benefits**

ROI February 2010



redefining / standards



useful phone numbers



Claims

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

1890 24 7 365

(003531 8583200 from outside the ROI)

Glass damage

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

Autoglass

OR

Allied Irish Windscreens

1850 36 36 36

1800 5 12345

Please note you are not obliged to use these companies.

welcome to your AXA commercial motor insurance policy

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

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

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

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

here to help

Please look out for the 'Here to help' mark. It will help you find your way round our policy document and let you know about information.



Here to help

need to find something quickly?

If the question is...	then look at page
I've had an accident, what do I do?	27
I've just received a letter saying I caused an accident, do I reply?	27
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How do I claim if my vehicle is stolen?	27
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Here to help

and if your question is one of these...

I want to change my vehicle, 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 broker (if any) or you local branch and we'll give you the answer.

contents of your policy

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caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- email: axacustomer@axa.ie; or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

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

- the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90. Fax: 01 6620890.
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie; or
- the Irish Insurance Federation on 01 6761914.

Our promise to you

- We will reply to your complaint within 5 working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.



Here to help

Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.

definitions

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

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

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

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

Ireland – The Republic of Ireland

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

Period of insurance – the period for which we have accepted your premium.

Personal belongings – Clothes and personal items you own or are looking after.

Policy – The contract of insurance between you and us.

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

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

We, our, us – AXA Insurance Limited.

You, Your – The policyholder named in the schedule, including parties jointly described.

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

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 Limited which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.

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

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

Your policy includes:

- the policy wording in this booklet;
- the schedule that has your details and the cover that applies; and
- any endorsement which applies.

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

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

On behalf of AXA Insurance Limited



Chief Executive
AXA Insurance Limited
Registered number 136155
Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

section 1:

loss and damage to your vehicle

This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft. Your schedule will show if you have this cover.

What is covered?

We will pay for:

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

This will involve:

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

We will choose which option is appropriate.

If your vehicle is stolen and is not found or, after being found is not worth repairing, we will pay you the market value of your vehicle, including accessories and spare parts at the time they are lost, stolen or damaged.

Section 1: Loss and damage to your vehicle continued

Tipping & Overturning cover

(your schedule will show if this cover applies)

We will also pay for:

Loss of or damage resulting:

- (a) from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached to it, except for loss or damage arising directly from fire, self-ignition or explosion or by theft or attempted theft.
- (b) while the body of such vehicle is in or being raised or tilted to or returning from a tipping position, unless such damage is due to collision with any vehicle.

Salvage

If we settle your claim by replacing your vehicle or by paying the market value of your vehicle before it was damaged and you keep the damaged vehicle, we will reduce the amount we will pay by the value of your damaged vehicle.

What is not covered under this section of the policy.

Excess

You will not have to pay an excess if the loss or damage is caused by fire, theft or attempted theft.

You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section. The excess amount applying to your policy will be shown in your schedule.

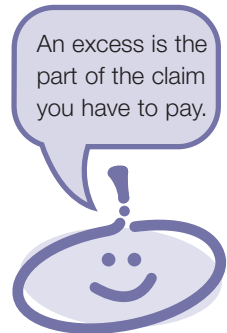
We don't want any misunderstanding, so the things **we** don't cover are clearly shown in **PURPLE** against a light-purple background.

You are also not covered for the following

- Loss of use or any other resulting loss.
- Reduction in your vehicle's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another vehicle.
- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage to your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.



Here to help



An excess is the part of the claim you have to pay.

Here to help

continued over the page →

Section 1: Loss and damage to your vehicle continued

You are also not covered for the following (cont'd)

- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- Loss or damage to any permanently fitted radio exceeding €1,270 or 10% of the market value of your vehicle, whichever is the less. Any payment will be limited to the market value of the radio at the loss.
- The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
- Loss resulting from repossession of the vehicle or restitution to its rightful owner.
- Loss or damage to anything in or on your vehicle other than its accessories or spare parts.
- Loss or damage to:
 - (a) the drum or hopper of any concrete mixer / agitator carrier, and
 - (b) any machinery, pipe or hose used for the processing or discharging of the load resulting from the solidification of the concrete or any like substance.
- Loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.
- Loss or damage to anything in or on your vehicle other than its accessories or spare parts.

section 2: glass breakage

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

We will pay for broken or damaged windscreens or windows of your vehicle and the bodywork being scratched as a result of the glass breaking, up to the limit shown on your schedule.

Please check your schedule as you may not have this cover.

What is not covered under this section of the policy

- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.



Here to help

section 3: towing and trailer cover

Unspecified third party trailer cover.

Your schedule will show if you have this cover.

Section 4 of this policy, Liability to others, covers any trailer for which you are legally responsible.

Provided such trailer is

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

Specified trailer cover:

Specified third party trailer cover

Your schedule will show if you have this cover.

Section 4 of this policy, Liability to others, covers:
any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

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

Specified loss or damage to your trailer.

Your schedule will show if you have this cover.

Section 1 of this policy, Loss or damage to your vehicle, covers:
any trailer, details of which have been advised to the Company and for which
the appropriate additional premium has been paid

Section 4 of this policy, Liability to others, will also cover such trailer as
defined above

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

Towing disabled vehicles.

The policy will operate while the vehicle is being used to tow a single disabled
mechanical vehicle and Section 4, Liability to others, will apply to your legal
liability arising from the towed vehicle.

We will not pay claims:

- if you are being paid to tow a vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.
- for death, injury or damage because of operating any mobile plant or trailer as a tool of trade except where it is necessary to meet the requirements of Road Traffic legislation.

section 4: liability to others

1 Cover for you

We will pay all amounts you legally have to pay as a result of negligently using your vehicle and any trailer being towed by it, if you cause the

- accidental death of, or bodily injury to, any person,
- damage to property up to the amount shown in your schedule,
- costs and expenses as mentioned in this section.

2a Cover provided for other people

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

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

2b Your legally-appointed representatives

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

3 Legal fees and expenses

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

Proceedings for manslaughter or causing death by reckless driving

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

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

4 Indemnity to Hirer

The Company will indemnify any hirer, but only in respect of negligence attaching to you or any employee of yours in respect of the vehicle mentioned on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

5 Indemnity to Principal

The Company will indemnify any Principal, but only in respect of negligence attaching to you or any employee of yours or any person whose driving is covered on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though he were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

6 Application of Limits of Indemnity

If more than one person is insured by this policy any limit on the amount the Company will pay applies to the aggregate amount to be paid and you will have priority over any other person insured.

continued over the page →

Section 4: Liability to others continued

7 Emergency Treatment

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

A payment made under Paragraph 7, Emergency Treatment will not affect your no claims discount.

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



Here to help

What is not covered under this section of the policy.

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

- Death, bodily injury or illness to any person caused by or arising out of;
 - (a) poisoning of any kind or foreign or deleterious matter in food or drink.
 - (b) anything harmful in the condition of the goods supplied at or from your vehicle or the defective condition of the container of such goods.
 - (c) anything harmful or defective in any treatment given at or from your vehicle.
 - (d) professional technical trade advice given at or from your vehicle.
- Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to such vehicle for loading on it or the taking away of a load from such vehicle after unloading from it by any person.

section 5: foreign use



Here to help

Temporary Use in Europe

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

section 6: our right of recovery

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

section 7: injury to driver

*This is separate and optional cover you can buy for an extra charge.
Your schedule will show if you have chosen this cover.*

What we will pay

1. Injury benefits for you

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

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

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

- We will only pay benefit under one of the benefits A or D.
- We will only pay the temporary total disability benefit for the period you are having medical treatment for your injury.

Section 7: Injury to driver

- We will not pay more than 36 months benefit for temporary total disability or hospital benefit for over 20 weeks for any one accident. While in hospital you will only receive benefit C (in other words, you cannot also claim under benefit B).
- You will have to be totally disabled for a period of at least 1 month to claim benefit under Benefit B
- We will only pay for temporary total disablement if you are unable to carry on any business or occupation for the entire preceding month
- If you become able to carry on any business or occupation, you cannot make any further claim for temporary total disablement arising out of the same injury

2. Injury benefits for named drivers

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

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

We will pay their legal representatives the compensation shown below.

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

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

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

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

What is not covered

- Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- a criminal act.
- where you, or the driver, were under the influence of alcohol or drugs at the time of injury or injury causing death.
- taking part in racing or speed testing.
- psychiatric illness or mental disorders including stress or stress related illness.

This section will not apply and payments will stop if you go to live outside Ireland or the UK.

section 8: no-claims discount

If you do not claim during the current period of insurance, we will give you a discount from your premium according to the table shown below. We will not discount any premiums for any optional extra cover. We will give you this discount for each claim-free year up to the maximum entitlement.

Number of years claim-free driving	Percentage discount allowed
0	0%
1	20%
2	30%
3	40%
4	50%
5 or more	60% (hire and reward policies)

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

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

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

Your no-claims discount will not be affected by:

- payments made under section 2 Glass breakage;
- payments for emergency treatment the law says we must pay; and
- payments (together with associated costs and expenses) which we later get back in full.

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

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

general conditions

You must keep to the following conditions to have the full protection of your policy. If you do not keep to them, we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim we pay.

1 Cancelling the policy

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

When we receive your disc and certificate, if there has been no claim or incident likely to give rise to a claim during the current period of insurance, we will work out a refund on the following basis.

- If you have had continuous cover for more than 12 months, we will work out the percentage of premium for the period you have been insured and refund any balance.
- If you cancel within the first 14 days after receiving the policy documents within the first year of insurance, we will refund your full premium providing no claims have been made on your policy.
- If you cancel after the first 14 days after receiving the policy documents and within the first year of insurance, we will refund your premium based on the figures in the table below.

Period which your policy is in force	Percentage of premium returned
0 to 14 days	Full refund
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	25%
8 months	20%
9 months	10%
Over 9 months	Nil

General conditions continued

We will not refund your premium for optional extras such as injury to driver.

We will not refund any premium under €15.

If a claim has been made or there has been any incident likely to give rise to a claim during the current period of insurance, we will not refund your premium.

We will not refund your premium if you are paying it under an instalment scheme (other than any overpayment).

We can cancel this policy immediately if you do not pay the premium or miss a payment under an instalment scheme.

We will not refund any instalment paid other than any overpayment made. You must send us the certificate and disc of insurance.

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

2 Paying by instalments

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

3 Handling claims against you

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

4 Changes to your policy

You must tell us immediately about any:

- ➔ change of vehicle or any other vehicle you buy or take ownership of;

It is important you know that we may have to settle claims without your permission.



Here to help

General conditions continued

- convictions, prosecutions or any penalty points which apply to you or any other driver of your vehicle;
- change in any driver's health that may affect their ability to drive safely at all times, address or job;
- change or modification to the vehicle;
- change in use or in the main user; or
- change in any other important fact.

If you are in any doubt whether certain facts are important, please ask us.

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

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

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

5 If you choose not to or cannot drive your vehicle

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

We will suspend all cover when we receive the certificate and disc 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 are entitled to a refund of 75% of the premium for the period we suspend the policy (80% if cover is third party only) as long as:

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

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

6 Claims procedure

If there is an accident, you must immediately do whatever you can to protect the vehicle and its accessories. You or your legal representative must give us full details by phoning the claims helpline (1890 24 7 365) as soon as possible, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

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

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

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

7 Looking after your vehicle

You must do all you can to prevent injury to other people and protect your vehicle and keep it in a roadworthy condition. If you do not do this, your right to claim under your policy may be affected. You must let us examine your vehicle at any reasonable time if we ask to do this.

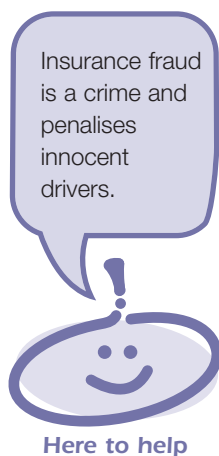
8 Other insurance

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

9 Getting our claims costs back

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may get that payment back from you or from the person responsible.

General conditions continued



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

10 Fraud

You must not act in a fraudulent way.

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

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

This action applies as well as our other rights

- We will not pay a claim.
- We will not pay any other claim which has been or will be made under the policy.
- We may declare the policy void (in other words, we can treat it as if it has never existed).
- We will be entitled to recover from you the amount of any claim we have already paid under the policy.

- We will not return your premium.
- We may let the appropriate law enforcement know about the circumstances.

11 Arbitration

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

12 Payment

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

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

13 Keep to the policy conditions

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

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

general exceptions



- 1 This policy does not apply when your vehicle:
 - is being used for purposes that are not shown in your certificate of insurance;
 - is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
 - is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
 - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
 - is towing a caravan, trailer, or other vehicle for a payment; or
 - is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.

- 2 This policy does not cover anyone who does not meet the policy terms and conditions.

- 3 This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.

- 4 This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
 - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

- 5 This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the

following unless we have to provide cover under road traffic law:

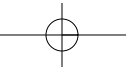
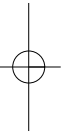
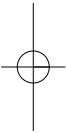
- a War, riot, revolution or any similar event.
- b Any government, public or local authority legally taking or destroying your property.
- c Any act of terrorism.

We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

- 6 This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.
- 7 This policy does not provide cover for any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of:

a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

- 8 This policy does not provide cover for any accident, injury, loss, damage or liability whatsoever while your vehicle is operating as a tool of trade, and such vehicle or plant forming part of such or attached to its designed to operate as a tool of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).
- 9 This policy document replaces any previous policy documents issued by AXA Insurance.



questions, complaints? 
we're here to help.

