

# Asgard

## MOTOR FLEET POLICY

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance dac which is established in the Republic of Ireland.

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

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

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

- The policy wording in this document;
- The schedule that has your details and the cover that applies; and
- Any endorsement which applies.

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

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

The Insured must notify AXA Insurance dac immediately of any changes which may affect the risk. Failure to do so could result in the insurance NOT being valid.

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

Stamp Duty has been or will be paid in accordance with the provision of Section 113 of the Finance Act 1990.

This insurance document has been issued by AXA Insurance dac.

AXA Insurance dac, Registered in Ireland number 136155. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1. AXA Insurance dac is regulated by the Central Bank of Ireland.

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

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## Important Notice to the Insured

Please read this Policy in conjunction with the Schedule, Certificate of Motor Insurance and any Endorsements to ensure that it is in accordance with your requirements and that you understand its terms and conditions.

Your Broker should be contacted immediately if you have any queries relating to your cover

### Please Note

### Your attention is drawn to the following: -

#### Market Value

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

#### Keys

If you leave your Insured Vehicle unlocked or the keys in the Insured Vehicle and it is lost, stolen or damaged by theft or attempted theft, Policy cover will not operate.

#### Drivers

It is your responsibility to ensure that all drivers of your vehicle hold a valid driving licence of the class required to drive your vehicle. Failure to do so may invalidate your cover.

#### Cancellation Charges

Cancellation charges are generally based on The Underwriters short period charges as indicated in the table below. Because your insurance premium comprises of a number of factors, if you cancel this policy, before the expiry date, some of these will be chargeable in full, meaning that you will not receive a pro rata return.

Period Not Exceeding	Proportion of Annual Premium Payable
0-14 Working Days	Full Refund
One Month	20% (minimum premium €25.00)
Two Months	30%
Three Months	40%
Four Months	50%
Five Months	60%
Six Months	70%
Seven Months	80%
Eight Months	90%
Over Eight Months	Full Premium

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## DEFINITIONS

### **The Underwriters / They / We / Our / Us**

AXA Insurance dac

### **Insured / You / Your**

The person or party named in the Schedule and the Certificate of Motor Insurance

### **Policy**

This document including the Schedule, Certificate of Motor Insurance and any Endorsements which provide details of the Insured and the insurance cover

### **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.

### **Business**

The business of the Insured stated in the Schedule

### **Schedule**

The document containing specific details of the Insured and insurance cover relating to this Policy

### **Period of Insurance**

The duration of the Policy as shown in the Schedule and Certificate of Motor Insurance

### **Endorsement**

A change of or amendment to the terms of this insurance which is attached to the Policy and activated by the Schedule

### **Insured Vehicle**

Any motor vehicle (including any Private Car) mentioned by description or registration mark on the Certificate of Motor Insurance and in the Schedule

To ensure that the cover provided under the Policy is fully operative, any addition or change of vehicles must be notified as required by the terms of the Policy. Failure to comply with these could lead to the vehicle not being fully insured

### **Private Car**

Any private passenger carrying vehicle with less than eight passenger seats

### **Accessories**

All accessories to the Insured Vehicle forming an integral part of the vehicle including:

- (i) radios, other entertainment and communications equipment connected to a power source within the vehicle and permanently fitted satellite navigation equipment as supplied by the vehicle manufacturers as standard equipment
- (ii) radio and audio equipment including any public address system, two-way radio equipment, ticketing machines, television/video equipment, coffee/food vending machines (excluding fire risks)

### **Certificate of Motor Insurance**

The document required by the relevant road traffic legislation to certify the existence of the minimum compulsory insurance and which describes the Insured Vehicle, who may drive and the purpose for which the Insured Vehicle may and may not be used

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## **Market Value**

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

## **Excess**

The first part of any claim for which the Insured is responsible

## **Trailer**

Any articulated or semi-trailer primarily constructed to be towed by a motor vehicle

## **Terrorism**

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

## **UK**

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

## **Europe, European**

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

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## **Cover Provided**

The cover provided by this Policy is shown in the current Schedule and determines which Sections of this Policy apply:

1. Comprehensive: All Sections
2. Third Party Fire and Theft: Sections 1, 2, (but limited to loss or damage solely in respect of fire, theft or attempted theft), 4 and 8
3. Third Party Only: Sections 1, 4 and 8

## **SECTION 1 - LIABILITY TO THIRD PARTIES**

The Underwriters will indemnify the Insured against all sums which the Insured becomes legally liable to pay in respect of

- (i) death of or bodily injury to any person
- (ii) damage to property not the property of the Insured

arising out of an accident in connection with

- (i) the Insured Vehicle
- (ii) the loading or unloading of the Insured Vehicle except where such loading and unloading is being undertaken outside the limits of the highway by anyone other than the driver or attendant of the vehicle

### **Limit of Liability**

The liability of The Underwriters in respect of damage to property not the property of the Insured including all consequences of that damage, which results from an accident or series of accidents arising out of one event shall be limited to

- (i) €30,000,000 in respect of any Private Car including costs
- (ii) €6,500,000 in respect of any other Insured Vehicle

These limits will be amended as necessary to meet the requirements of any compulsory motor insurance regulations in any country in which the event giving rise to a claim occurs

### **Legal costs and Expenses**

In respect of any event which may be the subject of indemnity under this Section, The Underwriters at their discretion will pay

- (i) solicitors' fees for representation at a Coroner's Inquest or fatal accident inquiry
- (ii) the cost of legal services for defending a charge of manslaughter or causing death by dangerous or reckless driving
- (iii) any other reasonable costs or expenses incurred in connection with an incident which may give rise to a claim under this Section

Where costs apply to both bodily injury and damage to property the costs will be allocated in the same proportions as the damages of each element represents of the total damages

The Underwriters retain the right to appoint a solicitor of their choice

### **Indemnity to Other Persons**

The Underwriters will also indemnify under this Section

- (i) any person permitted to drive on the effective Certificate of Motor Insurance while driving the Insured Vehicle on the Insured's order or with the Insured's permission

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- (ii) at the request of the Insured any person other than the driver travelling in or entering or leaving the Insured Vehicle
- (iii) in the event of the death of any person entitled to indemnity under this Section that person's legal personal representatives
- (iv) the owner of any Insured Vehicle loaned or hired to the Insured
- (v) Notwithstanding General Exception 2 the Company will indemnify the Insured in the terms of this Section in respect of liability assumed by the Insured under an agreement with any person (hereinafter called the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership or occupation of the Principal

Provided that

a) the insured shall have arranged with the Principal for the conduct and control of all claims for which the Company may be liable by virtue of this indemnity to be vested in the Company

b) the Company shall not be liable by virtue of this indemnity in respect of

(i) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement

(ii) bodily injury to the Principal for any amount for which the Insured would not be liable in the absence of an agreement

(iii) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal

(iv) liability which arises other than by reason of the negligence of the Insured or an employee of the Insured

## **Cross Liability**

If this Policy is issued in the name of more than one party the cover provided by this Section shall apply as if separate Policies had been issued to each of the parties jointly named as the Insured but the total liability of The Underwriters for all claims shall not exceed the limit of indemnity stated in this Policy

Notwithstanding Exception (iii) to this Section of the Policy the indemnity provided by Section 1 shall extend to include property owned by any Company forming part of the Insured provided that no liability shall be incurred in respect of property owned by the Company owning the Vehicle

## **Contingent Liability**

The Underwriters will indemnify the Insured and no other person in the terms of this Section whilst any employee of the Insured is using a vehicle other than an Insured Vehicle on the Insured's business. The Underwriters shall not be liable

- i) if there is any other insurance covering the same liability
- ii) for loss or damage to such vehicle

## **Emergency Treatment**

The Underwriters will indemnify the Insured in respect of liability under the relevant road traffic legislation to pay for emergency treatment fees arising out of an accident in connection with the Insured Vehicle

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## **Unauthorised Movement of Third Party Vehicles**

The Underwriters will indemnify the Insured in the terms of this Section in respect of the movement without the consent of the owner of any vehicle not the property of the Insured by an employee of the Insured to allow legitimate passage of the Insured Vehicle during the course of the Insured's business

## **Unauthorised Use**

Notwithstanding General Exception 1 the Underwriters will indemnify the Insured and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Insured's consent by any employee of the Insured

## **Towing Disabled Vehicles**

The Underwriters will indemnify the Insured under the terms of Section 1 whilst the Insured Vehicle is being used for the purpose of towing one mechanically disabled vehicle provided that:

- (i) the vehicle is not towed for reward
- (ii) The Underwriters will not be liable in respect of damage to the towed vehicle or injury to persons or damage to property being conveyed in or on such vehicle
- (iii) Such towing is not unlawful

## **Exceptions to Section 1**

The Underwriters shall not be liable

- (i) To indemnify any person if to the knowledge of the person claiming to be indemnified the person driving does not hold a licence to drive the Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence except when the Vehicle is being driven in circumstances in which a licence is not required by law
- (ii) In respect of damage to any vehicle in connection with which indemnity is provided by this Section
- (iii) In respect of death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the Vehicle other than Private Motor Car or a Trailer attached thereto by any person other than the driver or attendant of the Vehicle
- (iv) under this Section in respect of death or bodily injury to the person driving or in charge for the purpose of driving the Insured Vehicle
- (v) for loss or damage to the Insured Vehicle or any Trailer or disabled mechanically propelled vehicle attached to it or for loss of or damage to property belonging to or in the custody and control of the Insured or the person driving the Insured Vehicle
- (vi) for death of or bodily injury to any person arising out of or in the course of their employment by the Insured except as is necessary to meet the requirements of any road traffic legislation
- (vii) where any person has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate killing charge
- (viii) to indemnify any person
  - a) if such person is entitled to indemnity under any other policy
  - b) unless such person shall observe fulfil and be subject to the terms exceptions and condition of this Policy insofar as they can apply
  - c) in the Motor Trade who is driving the Vehicle for purposes necessitated by its overall upkeep or repair for the insured

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## **SECTION 2 – LOSS OF OR DAMAGE TO THE INSURED VEHICLE**

The Underwriters will indemnify the Insured against loss of or damage to the Insured Vehicle (including its Accessories and spare parts while therein or thereon) caused by:

- (i) accidental means including malicious damage by any person;
- (ii) fire; or
- (iii) theft or attempted theft,

by at their own option repairing or replacing the Insured Vehicle or paying the amount of the loss or damage

### **Claims Settlement**

The maximum amount payable by The Underwriters in respect of loss or damage to the Insured Vehicle shall be the Market Value of the Insured Vehicle immediately prior to such loss or damage or the Insured's estimate of value of the Insured Vehicle (where appropriate) as declared to The Underwriters whichever is the lower amount

If to the knowledge of The Underwriters the Insured Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to The Underwriters in respect of such loss or damage

### **Excess Clause**

The Underwriters shall not be liable for the amount of the Excess shown in the Schedule

### **Young or Inexperienced Drivers Excess**

If loss or damage occurs to the Insured Vehicle whilst being driven by or in the care custody or control of any person of less than 21 years of age or with less than 12 months continuous driving experience under a full licence applicable to the Insured Vehicle being driven or who holds a provisional licence The Underwriters will impose an additional Excess as detailed in the Schedule

This Excess will apply in addition to any other Excess applicable to this Policy

### **Recovery and Redelivery**

If the Insured Vehicle is disabled as a result of loss or damage insured under this Policy The Underwriters will bear the reasonable cost of protection and removal to the nearest competent repairers

The Underwriters will also pay the reasonable cost of redelivery to the Insured after the repair of such loss or damage to the Insured's registered address in the Republic of Ireland.

### **Replacement with New Car**

If within 12 months of first registration as new any Private Car which is purchased new by the Insured and is owned by the Insured or held from new by the Insured under a hire purchase leasing or contract hire agreement is

- (i) lost by theft and not recovered within 28 days
- (ii) Subject of damage covered under this Policy to the extent that the cost of repairs exceed 50% of the list price (including tax) of the Private Car at the time of such damage



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The Underwriters will with the consent of the Insured and any other interested party replace the Private Car with a new car of the same manufacture model and specification subject to the availability thereof and The Underwriters shall become entitled to possession and ownership of the lost or damaged car

If a replacement Private Car of the same manufacture model and specification is not available then the maximum amount payable by The Underwriters will be the amount shown in the purchase receipt of the Private Car including its accessories after any applicable discounts but not including the Road Tax or VAT

## **Theft of Keys**

In the event of the theft of the car keys or lock transponder of any Private Car The Underwriters will pay for the replacement of

- (i) the door locks and/or boot lock
- (ii) the ignition steering lock
- (iii) the lock transponder and/or central locking interface

Provided that the total liability of The Underwriters shall be limited to €550 in respect of any one occurrence

## **Fire Brigade Charges**

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

The most that we will pay for any one claim is €2,000

## **Exceptions to Section 2**

The Underwriters will not be liable for

- (i) loss of use depreciation or wear and tear or any part of the cost of repair that leaves the Insured Vehicle in a better condition than before the loss or damaged occurred
- (ii) any reduction in market value following repair
- (iii) mechanical or electrical electronic or computer failures breakdowns or breakages including mechanical damage arising from the use of incorrect fuel
- (iv) damage to tyres by the application of brakes or by punctures cuts or bursts
- (v) loss of the Insured Vehicle where possession is obtained by misrepresentation or deception
- (vi) any cost in excess of the manufacturers last list price at the time of the accident in respect of any part of the Insured Vehicle which is unobtainable or obsolete
- (vii) loss or damage of the Insured Vehicle or its contents by theft or attempted theft unless the ignition key has been removed from the Insured Vehicle and the Insured Vehicle is locked and the windows and sunroof have been secured
- (viii) any sums in excess of €11,000,000 in respect of any one loss or series of losses arising from one event
- (ix) 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
- (x) loss or damage to the insured vehicle where possession is obtained by fraud trick or false pretences
- (xi) loss resulting from repossession of the vehicle or restitution to its rightful owner

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## **SECTION 3 – WINDSCREEN**

The Underwriters will indemnify the Insured in respect of breakage of glass in the windscreen or windows or any scratching of the Insured Vehicle's bodywork resulting solely and directly from such breakage

The maximum the Underwriters will pay is €2000 in respect of any one claim.

## **SECTION 4 – TRAILERS**

The cover provided under this Policy as specified in the Schedule shall be operative in respect of

(a) **Specified Trailer** provided that

- (i) such Trailer remains at all times in the Insured's care custody and control
- (ii) where detached such Trailer is kept in a secure and protected environment
- (iii) such Trailer is not attached to any vehicle which is not covered under this Policy

(b) **Unspecified Trailer**

Any Trailer owned by the Insured or for which the Insured is legally responsible while such Trailer is attached to the vehicle provided that

- (i) no cover other than that afforded to the Insured Vehicle shall apply to any Trailer attached to the vehicle
- (ii) no cover shall apply where such Trailer is attached to any vehicle which is not covered under this Policy
- (iii) no cover applies whilst the Trailer is detached

Provided that

- (i) no greater number of Trailers is drawn than that permitted by law
- (ii) there is no other insurance in force covering the same liability loss or damage

## **SECTION 5 – PERSONAL ACCIDENT**

1. In the event of any permitted driver sustaining bodily injury as a result of an accident in direct connection with an Insured Vehicle which results within 3 months in

- (i) death
- (ii) permanent loss of sight in one or both eyes
- (iii) loss of one or more limbs by physical severance at or above the wrist or ankle

The Underwriters will pay a maximum of €5,000 to the driver so injured or to that person's legal representative

This Section does not apply in respect of death or bodily injury resulting from contributed to or accelerated by suicide or the abuse of alcohol or drugs

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## **SECTION 6 – PASSENGERS’ PERSONAL EFFECTS**

The Underwriters will indemnify the Insured against loss of or damage to rugs clothing and personal effects while in or on the Insured Vehicle by Fire Theft or Accidental means or at the request of the Insured. The Underwriters will indemnify the owner of the property so lost or damaged.

Provided that the total liability of The Underwriters shall be limited to €275 in respect of any one occurrence.

The Underwriters will not be liable in respect of loss of or damage to

- (i) money stamps tickets documents or securities
- (ii) tapes cassettes or compact discs
- (iii) goods or samples being carried in connection with any trade or business
- (iv) tools or equipment being carried in connection with any trade or business
- (v) any property within an open top or convertible vehicle unless in a locked boot or compartment
- (vi) portable entertainment or communication equipment or portable satellite navigation systems

## **SECTION 7 – MEDICAL EXPENSES**

In the event of any permitted driver or any passenger sustaining bodily injury as a result of an accident in direct connection with the Insured Vehicle the Underwriters will pay to the Insured or at their option to such injured person(s) the medical expenses in connection with such injury up to the sum of €275 in respect of each person injured

## **SECTION 8 – TERRITORIAL LIMITS**

The indemnity provided by this policy applies in respect of accident injury loss or damage occurring in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands

In this provision “Europe “means Member states of the European Union (EU) and Member states of the EEA (Iceland, Liechtenstein and Norway) and Switzerland

European Union (Compulsory Cover)

The Policy automatically provides the minimum insurance to allow the Insured to use the insured Vehicle or Vehicles in Europe and in transit including the process of loading and unloading by sea between any ports therein

European Union (Policy Cover)

The cover applicable under the Policy in respect of any Private Motor Car will also operate while such motor car is in Europe and in transit by sea between any ports therein for a period

- a) Not exceeding 31 consecutive days for any Private Motor Car in any period of Insurance
- b) Exceeding 31 consecutive days for any Private Motor Car in any one period of Insurance to which the Company may agree

Card (Green Card) issued to the Insured by the Company

The cover applicable under the policy in respect of any vehicle other than a Private Motor Car will also operate while such vehicle is in Europe and in transit including the process of loading and unloading by sea between any ports therein for the period stated in any International Motor Insurance

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## General Exceptions

The Underwriters shall not be liable in respect of

1. any accident injury loss or damage arising out of the Insured Vehicle being
  - (a) used for any purpose not permitted by the effective Certificate of Motor Insurance or the Schedule except while in the custody or control of a motor trader for servicing or repair
  - (b) driven by any person not described in the effective Certificate of Motor Insurance or the Schedule
  - (c) driven by any person unless that person has a valid licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence except where the Insured Vehicle is being driven under circumstances where a licence is not required by law
2. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement
3.
  - (a) loss destruction of or damage to any property whatsoever or any resulting loss expense or any other losses that are not directly associated with the incident that caused the Insured to claim unless expressly stated in the Policy
  - (b) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to or arising from
    - (i) ionising radiation 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 nuclear component thereof
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
  - (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 endorsement 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 (1) and/or (2) above  
If the Company alleges that by reason of this exclusion any liability loss damage cost or expense is not covered by this insurance the burden of proving 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

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5. any accident, injury, loss, damage or liability arising in connection with any vehicle being used "Airside"  
"Airside" shall mean that part of an aerodrome or airport provided for the take off and landing of aircraft and for the movement of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the Customs examination area
6. liability loss or damage arising out of the operation as a tool of trade of the vehicle or any plant forming part of or attached to the Vehicle except so far as is necessary to meet the requirements of the Road Traffic Legislation.
7. any accident injury loss or damage arising out of the Insured Vehicle being used for racing pacemaking reliability trials speed testing or use in connection with motor rallies competitions or trials
8. any person claiming indemnity if that person is entitled to indemnity under any other insurance
9. loss of use of the Insured Vehicle or any resultant consequential loss
10. any loss damage or liability arising from pollution or contamination howsoever caused other than as required by the relevant Road Traffic Acts
11. any loss damage or liability arising out of any misdelivery or any spillage leakage or discharge from the Insured Vehicle howsoever caused
12. any loss damage or liability whilst the Insured Vehicle is being driven or used for the carriage of explosives chemicals chemical by-products acids or goods of a generally dangerous or inflammable nature unless specifically agreed by Underwriters
13. any loss damage or liability whilst the Insured Vehicle is being driven or used for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity of the Insured Vehicle or while any load is being conveyed in an unsafe condition
14. any fines penalties punitive or exemplary damages
15. any 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

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## General Conditions

### **1. Contractual duties and proportionate remedies condition**

You have a duty prior to the start of your policy, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by us with complete honesty and with reasonable care.

If you respond to the questions posed by us in a negligent manner, without complete honesty and/or reasonable care, then the Underwriters can elect one of the following remedies:

1) The Underwriters will avoid the contract and refuse all claims, if they would not have entered into this contract based on honest and accurate information. The Underwriters will return any premium paid;

or

2) The Underwriters will treat your policy as if it had included the different terms (other than payment of the premium) that they would have imposed had you responded honestly to the questions posed to you;

or

3) The Underwriters will reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. The Underwriters will divide the premium actually charged by the premium which they would have charged had you responded honestly to questions posed to you and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If you have fraudulently responded to any of our questions or have been involved in any fraudulent activity, relative to this contract, the Underwriters will void this contract from the start of the policy. If there is an active claim, this too will be avoided

### **2. Fraud Condition**

You and anyone acting for you must not act in a fraudulent way.

If you or anyone acting for you:

1) knowingly makes a fraudulent or exaggerated claim under your policy;

2) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or

3) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

The Underwriters will:

a) refuse to pay the claim

b) declare your policy void from the date of the fraudulent act without any refund of premiums.

The Underwriters may also inform An Garda Síochána of the circumstances.

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## 3. Change in Risk Condition

You must tell us as soon as possible during the period of insurance of any change

- 1) to the business
- 2) in the person, firm, company or organisation shown in your schedule as the insured
- 3) to the information you provided to us previously or any new information that increases the risk of loss as insured under any section of your policy.

Any change that was not within the reasonable scope of the agreed business may not be accepted by us and claims may not be paid. In this case your policy will come to an end from the date of the change unless the Underwriters agree in writing to accept an alteration

The Underwriters do not have to accept any request to vary your policy if it is deemed to change the scope of the agreed contract. If you wish to make any alteration to your policy you must disclose any change to the information you previously provided or any new information that could affect this insurance. If the Underwriters accept any variation to your policy, an increase in the premium or different terms or conditions of cover may be required by us.

## 4. Claims Procedure

The Insured or The Insured's legal representative shall give notice in writing to The Underwriters as soon as is practicable of any accident loss or damage which may be the subject of indemnity under this Policy with any particulars thereof

Every claim form writ summons legal process or other communication relating to a claim shall be forwarded to The Underwriters immediately upon receipt

No admission offer promise payment or indemnity shall be given by or on behalf of The Underwriters or any person claiming to be indemnified without the written consent of The Underwriters who shall be entitled if they so desire to take over and conduct in the name of the Insured or of such person the defence of any claim or to prosecute in the name of the Insured or of such person the defence or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured and such person shall give all such information and assistance as The Underwriters may require

Any impending prosecution inquest or fatal inquiry must be notified immediately to the Company

Nothing in this condition shall give the Insured the right to require the Company to pursue such recovery

## 5. Cancellation

The Underwriters may cancel this Policy by sending ten days' notice to the Insured's last known address and in such event will return to the Insured the premium less the proportionate part thereof for the period the Policy has been in force

The Insured may cancel this Policy at any time by returning the Certificate of Motor Insurance to The Underwriters and provided no claim has arisen in the then current period of insurance the Insured shall be entitled to a return of the premium paid less premium at The Underwriter's short period rates for the time the Policy has been in force calculated from the date on which the Certificate of Motor Insurance is returned to The Underwriters.

If you request cancellation within 14 working days of the date upon which The Underwriters inform you the policy has been incepted The Underwriters will refund the full premium.

# Asgard

## **6. Other Insurance**

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss liability or damage The Underwriters shall not be liable to pay more than their rateable proportion of any loss damage compensation costs or expense

## **7. Care of the Vehicle**

The Insured shall take and cause to be taken all reasonable steps to safeguard from loss or damage the Insured Vehicle and keep it in a roadworthy condition and The Underwriters shall have at all times free access to examine the Insured Vehicle. The Insured Vehicle must be issued with a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Certificate where applicable.

## **8. Right of Recovery**

The Underwriters reserve the right to recover from the Insured all sums paid by The Underwriters because of the requirements of any law if The Underwriters would not have been liable for those payments according to the terms and conditions of this Policy

## **9. Limit of Liability**

In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property the Company may at any time pay to the Insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment

## **10 Arbitration**

Any difference arising under this 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 us

Any claim for which The Underwriters disclaim 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

## **11 Sanctions condition**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America

## **12 Subrogation (our rights) condition**

The Underwriters will be entitled to undertake in your name or on your behalf;

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by The Underwriters subject to the provisions of S.23 of the Consumer Insurance Contracts Act 2019.



# Asgard

## **Procedure to be followed in the unlikely event of a complaint**

Any complaint you have regarding your insurance should be addressed in the first instance to your Insurance Broker because, acting as your agent, their role is to look after your best interests and they will approach us on your behalf with details of your complaint. We will thoroughly investigate the matter and advise your Insurance Broker of the outcome. We will do everything possible to look into your grievance and to put matters right.

If you remain dissatisfied with the service you received, do not hesitate to let us know. We will do all we can to help.

### **Our promise to you**

- We will reply to your complaint within five 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.

For a complaint about a claim, contact our claims action line on 1890 24 7 365.

If you have addressed your complaint to your Insurance broker and we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- E-mail: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or:
- Write to AXA Insurance, Customer Care Department, Freepost, Dublin 1.

If you are not satisfied with the way we have dealt with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service –

Financial Services and Pensions Ombudsman Office  
Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29  
Phone: +3531 567 700  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155.

We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer service.

AXA Insurance dac is regulated by the Central Bank of Ireland.