car insurance

Where can I find exact details of my cover?



your policy document

from December 2021

Willis Towers Watson

AXA

This is your Motor Rescue assistance card.

- Please put the card in your vehicle as soon as you receive it.
- Please see Section 10 of your policy for the terms of your motor rescue cover.



Motor Rescue

For Peace of Mind

We recommend you keep this card in your vehicle

Motor Rescue

For Peace of Mind

If your vehicle has broken down or you need emergency assistance, call us at the number below day or night

Republic of Ireland	Outside the ROI int. code for Ireland
0818 7 24 365	+353 906 486353

Signature:

Claims (including windscreen damage) or motor rescue

If you need to claim or arrange for motor rescue assistance, please call our 24-hour claims helpline on:

00353 1 892 7979

Welcome to your AXA 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 more than 600,000 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 your Broker.



Please look out for the 'Axclamation' mark. It will help you find your way around our policy document and let you know about important information.



need to find something quickly?

If the question is...	then look at page
Can you settle 'third party' claims without my agreement?	8
I've had an accident, what do I do?	9
I've just received a letter saying I caused an accident, do I reply?	9
How do I claim if my car is stolen?	10
What's my excess?	16
How do I find out if I can drive someone else's car?	20
I don't understand my 'no-claims discount', where do I look?	24
Some personal belongings were stolen from my car, am I covered?	28
My car broke down, have I got 'motor rescue' cover?	31
My car keys were stolen, am I covered?	28



and if your question is one of these

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

please contact your Broker.

Table of contents

section		page number
Caring for you		4
Definitions		5
Your policy wording		6
General conditions		7
Section 1:	Loss and damage to your car	13
Section 2:	Broken Glass	18
Section 3:	Towing	19
Section 4:	Liability to others	20
Section 5:	Foreign use	23
Section 6:	Our right of recovery	23
Section 7:	No-claims discount	24
Section 8:	Protected no claims discount	26
Section 9:	Extra benefits	27
Section 10:	Motor rescue	31
Section 11:	Injury to driver	34
General exceptions		36
Data Protection Notice & Privacy Statement		37

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 Broker
- For a complaint about your claim, contact our claims action line on 00353 1 892 7979

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

- email: axacustomercare@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:

- 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 will reply to your complaint within five 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

Definitions



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

Certificate of insurance – Evidence of your motor insurance that we issue.
It shows who is covered to drive your car and the purposes for which it can be used.
It also says if you are covered to drive any other car.

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 that is a current member of the green-card system.

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 car 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 based on the answers you have given to questions we, or our agent, have asked and/or your statement of fact / proposal form and consisting of the policy schedule, this policy document and any endorsements included.

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

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

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

We, our, us – AXA Insurance dac.

You, Your – The policyholder named in the schedule.

Your car – 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 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

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.

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.

General conditions

This policy is only valid if:

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

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

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

1. Cancelling the policy

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

- if you request cancellation within 14 working days of the date upon which we inform you the policy has been incepted, 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 your premium for optional extras, such as injury to driver.

We will not refund any premium which is less than €15 after we charge the administration fee.

We will not refund your premium if you are paying it under an instalment scheme (unless you made an overpayment).

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

You must send us the certificate of insurance and the insurance disc.

We, or our authorised agent, may cancel this policy by giving you 10 days' notice in writing.

We will send any notice to your last known address and we must tell the Department of Transport, Tourism & Sport. You must then send us the insurance disc and certificate of insurance.



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

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, 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

This policy is based on the factual information you provided. These facts are represented by the answers you have given to questions we, or our agent, have asked and/or the proposal form you completed and/ or the statement of facts we, or our agent, 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 your broker.

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

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

5. If you choose not to or cannot drive your car

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

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 car 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 car and its accessories. You or your legal representative must give us full details by phoning the claims helpline 01 892 7979 (00353 1 8927979 from abroad) 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 car is stolen, you must tell us as soon as possible by phoning our claims helpline on (01 892 7979). You must also tell the Gardaí.

7. Looking after your car

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

You should ensure that:

- your car is locked and security devices activated when your car is unattended
- all windows and sunroofs are fully closed when your car is unattended
- tyres on your car are within the legal requirements
- you put personal belongings in the boot when your car is unattended

We require you to allow us free access at all reasonable times to examine Your Car. You must have a valid National Car Test (NCT) if required by law.

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 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. 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.



Insurance fraud is a crime and penalises innocent drivers.

10. Misrepresentation and Deception

Definitions:

- Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent. All of the information which you gave us or our agent and all of the answers you have provided to the questions which we or our agent asked you leading to the inception of this contract of insurance have effect as representations made by you to us.
- Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

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

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

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

Fraudulent Misrepresentation

If a claim is made and if any answer given by you to us involves a fraudulent misrepresentation or where any conduct by you (relative to the contract or the steps leading to its formation) involves fraud of anyother 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
- we may consider letting the appropriate law enforcement authorities know about the circumstances

If you commit a fraudulent act on any other policy then we may:
- cancel this policy
- consider letting the appropriate law enforcement authorities know about the circumstances

11. Dispute resolution

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services and Pensions Ombudsman (see on page 4 for contact details).

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, you have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

12. Payment

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

Section 1
Loss or damage to your car

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.

What is covered?

We will pay for:

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

This will involve:

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

We will choose which option is appropriate.

If we choose to repair your car but you choose not to use an AXA garage:

- We will only provide you with a temporary replacement car for the duration of repairs agreed by our engineer and
- We will only pay what our engineer thinks it would have cost to repair your car in an AXA garage, if the cost of repairs in the garage you choose are higher.

If your car is stolen and is not found or, after it is found is not worth repairing, we will pay you the market value of your car, including accessories and spare parts at the time they are lost, stolen or damaged. We will also cover accessories and spare parts of your car, which are in your private garage at the time of the loss or damage.

We may choose to repair your car with recycled parts, where appropriate.
We may use parts that have not been made by the car's manufacturer, but they will be of a similar standard.

If any lost or damaged parts are no longer available, we will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If your car is being repaired by one of AXA's garages after an accident, we will give you a replacement car for up to seven days or for as long as you need it (if less than seven days). This car is usually a class-A or economy-class one litre car.

Salvage (if your car is written off)

We will settle your claim by replacing your car or by paying the market value of your car before it was damaged. As part of settling your claim, your car will become our property and you must send us the vehicle licensing document.

Replacing your car with a new one

Please check your schedule as you may not have this cover.
We will replace your car with a new one of the same make, model and specification if the car is:

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

We will only do this if:

- the loss or damage happens before your car is one year old
- you have owned the car or hired it under a hire-purchase agreement since it was first registered as new and
- you, and anyone else we know who has an interest in your car, agree.

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

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

Our uninsured driver promise

If you make a claim for an accident that is not your fault and the driver of the car that hits you is not insured, you will not lose your no claims discount.
Your excess will have to be paid.

Conditions:

We will need:

- the vehicle registration number and the make and model of the car, and
- the driver's details, if possible.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

Also, if/when your renewal is due investigations are still ongoing, you may lose your no claims discount temporarily.

However, once we confirm that the accident was the fault of the uninsured driver, we will restore your no claims discount and refund any extra premium you have paid.
This promise is for comprehensive policyholders only.



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

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

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, lightning, explosion, 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.
We will not pay an excess even if you were not at fault. Nor will we seek on your behalf to recover an excess from another person.

Please refer to your schedule to see what excess applies to your policy. An additional excess of €100 applies for all named drivers under 25.

You can reduce this excess if you use an AXA garage.

You are also not covered for the following:

- Loss of use or any other resulting loss
- Reduction in your car's value because it has been repaired
- Wear and tear
- Mechanical or electrical failure, or electronic computer failure, breakdowns or breakages
- The cost of hiring another car
- The cost of any repair or replacement which improves your car 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 car's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date

- Loss or damage from using your car in a rally, competition, trial or on any race track, circuit or other prepared course
- The cost of importing parts or accessories for your car 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
- We will not pay more than 5% of the value of your car for any permanently fitted car radio, two-way radio, car phone, audio or similar equipment
- Loss or damage to your car when it is being driven by a driver for whom you have chosen to limit cover to 'liability to others' only
- The VAT (value added tax) on any repair or replacement if you are registered for VAT
- Any taxes that you may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or VAT
- Loss of or damage to Your Vehicle or its contents arising from theft or attempted theft if the vehicle has not been locked or if the windows or sunroof have been left open or if the keys have not been removed from the vehicle
- Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car
- Loss or damage caused by theft or attempted theft if the car was taken by a member of your family or household or taken by an employee or ex employee of the owner of the car unless you can provide us with written confirmation of notifying Gardai of the theft
- Loss or damage as a result of incorrectly fueling your car or from the use of substandard or contaminated fuel, lubricant or parts
- No cover for any car that has modifications unless they were disclosed
- No cover for any driver than has been disqualified from driving, or has failed to disclose penalty points or motoring convictions

Section 2
Broken glass



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

Your schedule will show if you have this cover. A claim under this section will not affect your no-claims discount. We will cover the cost or replacing or repairing broken or damaged windscreens, windows or glass in the sunroof of your car, and scratches to the bodywork caused by the glass breaking.

Limit of cover

If you use our approved repairer, cover will be unlimited. If you use your own repairer, cover will be limited to €250 per claim and the most we will pay in any one period of insurance is €500.

We will only pay you the market value of the car or the value of the broken glass, whichever is lower.

What is not covered under this section of the policy.

- The cost of any repair or replacement which improves your car 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 car in a rally, competition or trial
- The cost of importing parts or accessories for your car 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

Section 3
Towing

3a Attached Trailer

This policy applies when your car is towing a caravan, trailer or a broken-down vehicle if this is allowed by law and you hold the correct driving licence.

3b Detached Trailer

Subject to the terms, limitations, exceptions and conditions of the Policy and Certificate of Insurance this policy covers the Road Traffic Act liability of any person insured by this policy in respect of any detached single axle trailer up to half tonne unladen weight. But excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment. In all other cases, cover is provided only when trailers are specified and agreed by us and subject to the appropriate premium.

We will not pay claims:

- if you are being paid to tow the caravan or vehicle, or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle

Section 4
Liability to others

This section of the policy applies to damage or injury happening in Europe.

1a Cover for you

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

We will also pay up to €30 million if you legally have to pay damages, costs and expenses as a result of negligently using your car and any trailer or caravan being towed by it if you cause accidental damage to property belonging to other people.

1b Driving other cars

This cover will also apply if you are driving any other car which your certificate of insurance covers you to drive. If you are covered to drive other cars, it will be shown in section 5(b) of your certificate of insurance.

This cover only applies if:

- you do not own the car or you have not hired the car under a hire-purchase agreement
- it is shown that this cover applies under section 5(b) of your certificate of insurance
- you have the owner's permission to drive the car and
- the vehicle is being used within the 'limits for use' shown in your current certificate of motor insurance.

This cover applies when driving in Ireland or the UK. However, if you are driving in the UK in a car you have borrowed that is not registered in Ireland, please check before you travel that the local authorities will recognise your 'driving other cars' extension as valid insurance.

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 1a.

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

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.

3a Legal fees and expenses

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

3b 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.

n.b. we retain the right to appoint a solicitor of our choice.

4 Medical expenses and emergency treatment

We will pay:

- If you, your driver or a passenger in your car suffers accidental bodily injury while travelling in your car up to €200 to each person for medical expenses
- The cost of emergency treatment for injuries caused by or arising out of any car covered under this policy as required by the Road Traffic Acts
- Such payments will not affect your No Claim Discount



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

What is not covered under this section of the policy.

- Anyone driving your car 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 car
- Damage to any vehicle being driven or used by a person claiming cover under this part of the policy
- Anyone insured by this policy who does not keep to its conditions
- Anyone employed in the motor trade driving your car because it is being overhauled, repaired or serviced
- Death or bodily injury to anyone driving or in charge of your car

Section 5
Foreign use

Transit by sea or tunnel

We will provide Insurance as defined in this Policy, the Schedule and Certificate of Insurance whilst Your Car is in transit by sea or tunnel between the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any European Community or European Union country.

Geographical limits

The cover provided by the Insurance is automatically extended in respect of the use of Your Car by any authorised driver to give the minimum Insurance Cover required to comply with the laws relating to compulsory insurance of Motor Vehicles in:

(a) any country which is a member of the European Union and

(b) any other country approved by the EU Commission whose insurance requirements follow EU directives currently in force

Extended cover

In addition to the minimum cover this Insurance provides the cover shown in the schedule for up to 30 days in any one period of insurance in any country in the geographical limits shown above.

What is not covered under this section

- You are not covered for any legal action taken against you outside European Economic Area, unless it is a result of using your car in a country for which we have agreed to extend this insurance cover.

If you are unfortunate to have an accident, please contact us at 00353 1 892 7979.

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
No-claims discount
(including accident forgiveness)

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 to insure your car against fire or theft, and 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	0	1	2	3	4	5
Percentage discount allowed	0%	10%	20%	30%	40%	50%

If you have to make a claim, we will reduce the discount that last applied to your premium at the next renewal according to the following table, unless you have chosen to delete this option. Your schedule will show if this option has been deleted.

Percentage discount allowed at the start of the policy or when it was last renewed	Percentage allowed at next renewal for one claim happening in the previous insurance year
0%	0%
10%	0%
20%	0%
30%	0%
40%	10%
50%	20%

We will reduce your no-claims discount to nothing if you make a claim and you or any other person covered to drive your car is convicted of dangerous driving or charged with drink-driving or a drug offence in connection with the same incident.



If you need to make a claim, you could lose some or all of your no-claims discount.

If you make two or more claims in the previous insurance year, we will reduce your no-claim discount to nothing.

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 under section 1 for fire and theft claims
- payments made under section 2 Glass breakage or section 9 Extra benefits
- 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.

Even though the no-claims discount we give you will not be affected, any statement of no-claim discount we issue will be drawn up as if you did not have any of this protection and, any claims you have will appear on this statement. Other insurers may take those claims into account when deciding to insure you or in setting your premium.

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.

Section 8
Protected no-claims discount



This is an optional extra. If you have bought it, your no claims discount is safe if you make one claim.

You can 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. 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 9
Extra benefits



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

Your schedule will show if you have this cover.

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

Benefits

Part A – Broken glass

We will cover the cost of replacing or repairing broken or damaged windscreens, windows or glass in the sunroof of your car and scratches to the bodywork caused by the glass breaking, if you do not already have this cover under section 2.

Limit of cover

If you use our approved repairer, cover will be unlimited. If you use your own repairer, cover will be limited to €250 per claim and the most we will pay in any one period of insurance is €500.

We will only pay you the market value of the car or the value of the broken glass, whichever is lower.

Part B – Replacement car

This section only applies if we are dealing with a claim under 'Section 1: Loss and damage to your car' and you have:

- Comprehensive cover, or
- Third party fire and theft cover and the damage is caused by fire, theft or attempted theft.
- Depending on your level of cover, if your car is out of use due to loss or damage by accident, fire or theft, we may:
  - provide you with a replacement car (usually an economy class 1-litre car) or
  - pay towards you hiring a car (up to €22 a day including VAT).

Our assessor will decide the length of this benefit but it will last no more than 14 days.

What is not covered

- We will not pay this benefit if repairs to your car are delayed while a part is being imported from outside the European Union.

Part C - Personal belongings

We will pay up to €250 for personal belongings carried in your car if they are lost or damaged by an accident, fire, theft or attempted theft.

You are not covered for:

- money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery
- tools, equipment, goods or samples carried in connection with any trade or business or property insured by another insurance policy, or
- theft of personal belongings if carried in an open-top or convertible car, unless they are kept in the locked boot.

Part D - Replacement locks

We will pay you up to €750, towards replacing locks and alarms for your car, if the keys for it are stolen from:

- your home if force and violence have been used to get into or out of your home
- any hotel or guest house at which you plan to spend the night following theft involving force and violence to get into or out of your room, or
- any other private home at which you plan to spend the night following theft involving force and violence to get into or out of that home.

We will not pay:

- if your keys are stolen by deception or fraud, or taken by a member of your family who normally lives with you
- any loss where the keys are recovered before the locks and alarms are replaced, or
- for any loss, if you do not report the theft of keys immediately to the Gardaí or proper police authority, and (in the case of a hotel or guesthouse) to the owners. You will need to provide proof you have given this notice.

Part E - 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 we will pay for any one claim is €1,270 on top of any amount we will pay you under sections 1 or 4 of the policy.

Part F – Legal expenses
Section 1
You are covered for reasonable solicitor's fees to go ahead with legal proceedings for compensation arising from a road-traffic accident while you are in your car, against those whose negligence has caused your injury or death, or caused you to lose insurance policy excess or other out-of-pocket expenses you are not insured for.

Section 2
You are covered for reasonable solicitor's fees to defend legal proceedings against you in a criminal court that are a result of a motoring offence alleged against you while you were driving your car.

Limits
The most we will pay is €100,000, or €25,000 for claims under section 2.

Significant exclusions or limits
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.

There is no cover for the following.

- Solicitor's fees that we have not given our permission for, or that are above the value of your claim
- Fines or penalties
- Solicitor's fees from events that happened or you knew about, before the period of insurance
- Prosecutions relating to parking offences, allegations of driving under the influence of drink or drugs, or violence or intentional dishonesty, including driving without a valid driving licence or other licence or certificate as needed by law
- Pleas in mitigation, unless we believe that a plea will have a significant positive effect on the sentence
- Judicial reviews
- Claims brought using the Personal Injury Assessment Board (PIAB), other than those in relating to the PIAB application fee
- Claims where the value of your claim is not more than €350

You and the solicitor must do the following.

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

To make a claim under this section of cover, phone 01 892 7979 and quote 'AXA Insurance – Private Car Extra'.

Section 10
Motor rescue



If you need assistance you must use the number 00353 1 892 7979. We suggest you put these numbers in your mobile phone immediately. We will not pay any expenses you may have to pay if you have not called the emergency number first.

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

For this section 'you' will mean any driver who is driving your car who is covered under this policy of insurance.

What is covered

We will arrange and pay the benefits set out on page 31 if your car cannot be driven as a result of the following within Ireland or the UK (excluding islands off the coast):

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

Benefits

1. Roadside and Driveway assistance

We will send a trained recovery technician to help you. If repairs are possible, we will provide up to one hour's labour to repair your car, as long as the repair is carried out at the scene.

2. Towing

We will cover the cost of towing your car to the nearest repairer, to your home or, if you choose, to your intended destination as long as the tow starts and ends on the island of Ireland (excluding any islands off the coast). If you choose to have your car brought to a repairer and your car will arrive at the repairers outside normal opening hours, we will cover the cost of towing it to a secure place and then on to the repairers when they open.

3. Passing on a message

We will pass on any relevant messages for you.

4. Completing the journey

If repairs to your car cannot be completed on the same day, we can arrange to have you and your passengers (but not hitchhikers) taken home or to your original intended destination within Ireland or the UK. We will arrange and pay for one of the following options, which we will decide.

a To transport you and your passengers to the intended destination, and take your car to the nearest repairer, or nearest repairer to your home or chosen destination if this is closer.

b Accommodation expenses for one night, limited to bed and breakfast while you and your passengers are waiting for repairs to your car to be completed. The most we will pay is €31.75 for each person and €127 in total.

c Hiring a suitable vehicle for up to 48 hours as long as this is not more than the benefit we would have paid under option a above. We may provide public transport for you to return to the repairer to reclaim your car after it is repaired.

d Any other solution which, we believe, is the most suitable to help you and arrange for your car to be repaired and transported.

5. If your car is stolen

If you are away from home and your car is stolen, we will arrange one of the benefits listed above to get you to your home or your intended destination.

We will only pay if:

- you have contacted us using the emergency number 00353 1 892 7979
- for attempted theft of your car, you have reported the theft to the Gardaí or appropriate police authority; and
- you replace any faulty parts, including the battery, as soon as possible after discovering the fault.

What is not covered

- Any liability or resulting loss arising from anything performed or not performed. as part of the services under this section
- Any expenses which you can get back from any other source
- Any claim where the car is carrying more passengers or towing a greater weight than that for which it was designed (as shown in the manufacturer's specification)
- Any claim arising out of driving your car on unsuitable ground
- Any accident or breakdown brought about by deliberate act by you or another driver covered under this policy that could have been avoided
- The cost of repairing the vehicle (except as outlined in the roadside and driveway assistance benefit on page 31)
- The cost of any parts, keys, lubricants, fluids or fuel
- Any claim caused by fuels, mineral essences (such as oils or lubricants) or other materials that catch fire easily, explosives or poisons carried in the car
- If we fail to perform any obligation for reasons beyond our reasonable control
- Any claim where the vehicle is not the car covered under this policy
- Any request for help if the person providing the service thinks you are under the influence of drink or drugs such that you would not be capable of legally driving a car

Section 11
Injury to driver

You can buy this optional cover 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 killed or 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 as a result of the accident.	€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 where death is as a direct result of the accident.	€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.
- 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). Benefit C provides cover for the costs of your accommodation only during your time in hospital as a result of a road-traffic accident and does not include medical expenses incurred while hospitalised.
- 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 car; or
- when getting in to or out of your car.

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 where death is as a result of the accident.	€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 that is not a direct result of the accident.
- Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- 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

General exceptions

1 This policy does not apply when your car:
- is being used for purposes that are not shown in your certificate of insurance
- is being driven by, or in the charge of, any person who is not covered by your certificate of insurance
- is being driven by 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 If an accident happens and:
a) as a result you and any insured person is convicted or has a prosecution pending of an offence involving alcohol or drugs
b) you or any insured person is driving while unfit to do so due to alcohol or drugs, or
c) you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving

Then
i) the cover provided in section 1 of the policy for loss of or damage to the Insured vehicle will not apply and
ii) you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident and
iii) we may cancel your policy.

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

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

5 This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:

- ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

6 This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:

a War, riot, revolution or any similar event.

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

7 This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.

8 Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of: a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

9 This policy document replaces any previous policy documents.

Data Protection Notice & Privacy Statement

1. Data Protection

AXA considers that protecting personal information including sensitive personal information, is very important and we recognise that you have an interest in how we collect, use and share such information. This information will be processed in accordance with Data Protection Acts and principles and in compliance with any code(s) of practice issued by the Data Protection Commissioner. AXA Insurance, as Data Controller, invites you to review this Data Protection Statement, which outlines how we use and protect that information.

You have the right to access the personal data held about you by AXA by sending a written request to the Compliance Department, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1 together with payment of a fee of €6.35. You also have the right to require AXA to correct any inaccuracies in the information we hold about you. It may take up to 40 days (from the date of receipt) to process your request.

AXA is registered with the Office of the Data Protection Commissioner to gather the personal data of its customers for the purposes of carry out the sale and management of insurance products, the investigation and handling of claims and all ancillary activities relating to such sales, management, investigation and handling.

You should show this notice to anyone insured to drive the vehicle covered under your policy and/or anyone living at the property insured under your policy as it also applies to them.

Information about insurers' obligations in relation to your information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available here.

This notice will explain how AXA will use information provided by yourself and third parties. References to "AXA" mean AXA Holdings Ireland Limited and its subsidiaries, including AXA Insurance dac, and any associated companies from time to time. The information that you provide to AXA will be held on a computer, computer database, e-mail, imaged documents, paper files, telephone recording, CCTV footage, letter and/or in any other way.

2. Consent

By taking out a policy of insurance with AXA you explicitly agree to the collection, use and sharing of your personal data as set out in this Data Protection Notice & Privacy Statement.

Where we require personal or sensitive data relating to persons other than you (such as other drivers named on your motor insurance policy and/or persons living with you at your insured property) it is important that you have their consent to our collection, use and sharing of such personal or sensitive data as set out in this document. By taking out a policy of insurance you are confirming that you have obtained the consent of such other persons to the collection, use and sharing of their personal data as set out in this Data Protection Notice & Privacy Statement.

We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law.

3. Collection

AXA will gather the personal data about you that we require, either directly by AXA staff or indirectly through one of our service providers, in order to properly service your insurance needs.

When considering a proposal or administering your insurance contract(s), handling claims or making decisions regarding deferred payment arrangements, including whether to continue or to extend an existing deferred payment arrangement, AXA may carry out searches (either online or with various service providers) for the purpose of verifying your identity, vehicle details and driving experience or investigating claims and/or a credit search with one or more licensed credit reference agencies.

For underwriting and claims purposes, we may request details about you or any insured driver under your contract of insurance (motor policy) and/or any person residing in the insured premises (household policy) regarding your or their health, any medical conditions which may affect your or their ability to drive and/or the commission, alleged commission of or conviction for any relevant offence by you or any insured driver covered under the contract of insurance and/or any person residing in the insured premises.

If AXA asks you to provide medical information about you or anybody insured under your policy of insurance during the sales process or in the course of dealing with a claim, please do not send us the results of any genetic tests carried out on you or such other person.

4. Use of information

AXA will use the information it gathers (i) to assess the nature and level of the risk associated with your proposed insurance policy to determine your eligibility and (if applicable) your premium (ii) to administer and process any products/services you have purchased from us, (iii) to administer any future agreements we may have with you, (iv) to manage and investigate any claim made by or against you which is either notified by you or by a third party, (v) to provide customer loyalty programmes and value added services (for example the AXA Plus scheme), and (vi) to carry out research and statistical analyses.

AXA may use credit scoring and other automated decision making systems.

We may retain your details to provide you with a quotation within the next 13 months for the insurance product you have purchased.

5. Sharing of information

Where we choose to have certain services provided by carefully selected third parties, we do so in accordance with the applicable law and we take reasonable precautions regarding the practices employed by the service provider to protect your personal information. In such circumstances we may share your personal information, including sensitive personal information (such as data relating to your health or any relevant criminal convictions), with agents, service providers (including but not limited to motor repairers, motor engineers, car hire companies, loss adjustors, tradesmen, solicitors/barristers, various specialist claims investigation service providers, translators (if required) and research companies) or private investigators appointed by us or our agents in connection with providing, administering and servicing the products you have purchased from us or in the course of handling and investigating claims.

In certain limited circumstances, we may be required to allow a service provider to transmit your personal data outside the European Economic Area in order to process your request. If this is required we will ensure that such transmission is carried out in accordance with Data Protection legislation

By supplying a vehicle registration number AXA will conduct a search of third party databases (including but not limited to the Motor Insurance Anti-Fraud and Theft Register ("MIAFTR") National Vehicle File, Insurance Link and the Claims, Risk Intelligence and Underwriting Exchange Register) which will return information relating to your vehicle, including (without limitation) vehicle history, previous vehicle claims, vehicle write off history, NCT and vehicle taxation and import status as part of your normal quotation process. This information is used to support us in providing you with a motor quotation.
The National Vehicle File is a database containing details of all registered vehicles in the

Republic of Ireland. The database is maintained and supported by the Department of Transport, Tourism & Sport and is central to the processing of motor tax in Ireland.

6. Specific Service Providers

Penalty Point Information

AXA will access accurate data from the Department of Transport, Tourism & Sport in the Republic of Ireland and the Driver and Vehicle Licensing Agency (the "DVLA") in Northern Ireland on driving convictions and penalty points when we are providing quotes for motor insurance policies. By requesting a quotation for motor insurance you consent to the use of your driving licence number and/or the driving licence numbers of all drivers named on your policy for the purpose of determining your eligibility and (if applicable) your premium. This consent includes use of your and/or your named drivers' licence number to provide a quotation for your current policy of insurance and for the renewal of your policy in every subsequent year for which you are an AXA policyholder.

An automatic check will be made to the Department of Transport, Tourism & Sport database in the Republic of Ireland which will return accurate information on licences, including the number of penalty points on the licence and the reasons for such points.

Insurance-Link in Republic of Ireland

What is Insurance-Link?

The Insurance-Link database has been created by the Irish Insurance Federation and the self-insured claims task force to assist their members in the detection and defence of exaggerated and fraudulent claims. It contains details of claims made by individuals against insurance policyholders or directly against self-insured members of the service. It is run by Risk Intelligence Ireland Limited, Unit 15 Trinity Technology and Enterprise Campus, Pearse Street, Dublin 2. Information on the Insurance-Link database is available on www.inslink.ie

How does AXA use the Insurance-Link database?

Where you get a quotation or take out a motor or property insurance policy with us, we will check the details you have supplied with the Insurance-Link database. Where you make a claim, we will pass details (including names, addresses and dates of birth and the type of injuries or losses suffered) to the Insurance-Link database. This information is available to other insurance companies through the Insurance-Link database. We will check the Insurance Link database for information on any previous claims against us or any other insurance companies.

How can you access your information held on Insurance-Link database?
You have the right to know what information about claims you have made is held on the Insurance-Link database. This can be accessed by completing the Insurance- Link Personal Enquiry Form available from www.inslink.ie. There is a charge of €6.35 payable to Risk Intelligence Ireland for the request. The completed form, payment and proof of identification should be sent to: Insurance-Link, Risk Intelligence Ireland, Unit 15 Trinity Technology and Enterprise Campus, Pearse Street, Dublin 2.

7. Telephone recording

We may record or monitor telephone calls in order to ensure accuracy in the communication of instructions to us. We may also record telephone calls (for the duration of the call) for training, prevention of fraud, management of complaints and to improve customer satisfaction. Our recordings shall be and remain our sole property.

we're here to help

If you have questions, contact your Broker.

For help with claims, ring us on
00353 1 892 7979



Corporate member of
Plain English Campaign
Committed to clearer communication
308

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

AB-131 12/21 1633702 v3

Willis Towers Watson