

Asgard

MOTOR FLEET POLICY

The Insured or their insurance advisers have supplied information and/or completed a proposal form signed by the Insured, which has been relied on by AXA Insurance dac, and forms the basis of this insurance contract. AXA Insurance dac will provide insurance against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle described in the Schedule in accordance with the terms exceptions and conditions set out in this Policy or any Endorsements shown in the Schedule during any Period of Insurance for which the Insured has paid or agreed to pay the premium.

The Policy, Schedule and Certificate of motor insurance will be read together as one contract

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

Motor Fleet
Issue Date : 9th December 2016

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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 maximum amount payable in all under Section 2 for any one incident shall not exceed 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.

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
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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Data Protection Notice and 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 of access to the personal data held about you by AXA by sending a written request to the Data Protection Unit, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1, and on payment of a fee of €6.35 / £5.00. You also have the right to require AXA to correct any inaccuracies in the information we hold about you. Such requests may take up to 40 days to process upon receipt of your request.

2 Use of information

This notice will explain how AXA will use information provided by yourself and third parties. References to "AXA" means AXA Holdings Ireland dac, 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, files, telephone recording, CCTV and letter and/or in any other way.

3 Consent

AXA will use this information to (i) administer and process any products /services you have purchased from us, (ii) administer any future agreements we may have with you, (iii) manage any claim notified by you or by a third party and (iv) for client services, research and statistical analyses. 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 (for the purpose of verifying your identity and driving experience) 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 the contract of insurance regarding the health, the condition, the commission or alleged commission of any offence and conviction about you or any insured driver covered under the contract of insurance. In these applications, you explicitly consent to the processing of your details for these purposes. Where we ask for personal or sensitive data relating to persons other than you it is important that you have their consent to our use and sharing of personal/sensitive data for these purposes. AXA may use credit scoring and other automated decision making systems. We may retain your details to provide you with a motor insurance quotation within the next 13 months. If you do not wish to be contacted please email www.outopt.me with 'Opt Out' in the subject line with your quote reference.

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Credit searches and use of third party information

In assessing your application, to prevent fraud, check your identity and maintain our policy records, we may search files made available to AXA by credit reference agencies who may keep a record of this search. We may also pass credit reference agencies information we hold about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

We may ask credit reference agencies to provide credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring is used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process but may impact your premium.

Use of Penalty Point Information

AXA will access accurate data from the Department of Transport, Tourism & Sport (DTTAS) in ROI and Driver and Vehicle Licensing Agency (DVLA) in NI on driving convictions and penalty points when we are providing quotes for motor insurance policies. By requesting a quotation for motor insurance or receiving an invite for a motor renewal from AXA, you consent to the use of your driving licence and/or the driving licence number of all drivers named on your policy for this purpose.

An automatic check will be made to the DTTAS database in ROI or the DVLA database in NI which will return accurate information on licences.

4 Communication with customers

It is envisaged that we may from time to time telephone you to discuss the renewal terms of an existing policy, to offer you a quotation for motor and home insurance cover, to discuss a quotation already provided, customer survey or in connection with a claim. We will not make calls to you before 9 am or later than 9pm Monday to Saturday, or on Sundays, bank holidays / public holidays, other than at your request.

5 Telephone recording

We may record all telephone calls in order to ensure accuracy in the communications of instructions to us. We may also record telephone calls for training, prevention of fraud, complaints and to improve customer satisfaction. Our recordings shall be and remain our sole property.

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6 Sharing of information

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. We may share personal information including sensitive personal information with agents, service providers (including but not limited to motor repairers, motor engineers, car hire companies, loss adjustors, tradesmen, solicitors, 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 claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information. By supplying a vehicle registration number AXA will conduct a search of third party databases Insurance Link, MIAFTER UK, and National Vehicle File that will return vehicle claims, vehicle write off history and vehicle taxation and import status as part of your normal motor quotation process. This information is used to support us in providing you with a motor quotation.

MIAFTR (Motor Insurance Anti-Fraud and Theft Register) is operated by the Association of British Insurers in the UK. MIAFTR logs all insurance claims relating to written-off and stolen vehicles in the UK and the service is used to prevent vehicle fraud and assist with the location of stolen vehicles.

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 and Sport and is central to the processing of motor tax in Ireland.

AXA DriveSave is our insurance telematics product where your driving performance is monitored and used to calculate your insurance premiums. Technical information relating to driving performance is stored and analysed by a third party service provider, MyDrive Solutions Limited (UK).

7 (a) 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 claims which may result in prosecutions for fraud. It contains details of claims made by individuals against insurance policy-holders 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.

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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 to the InsuranceLink 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 previous 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 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. Information on the InsuranceLink database is available on www.inslink.ie

7(b) Claims and Underwriting Exchange Register in Northern Ireland

Insurers pass information to the Claims and Underwriting Exchange Register, run by the Insurance Database Services LTD (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers.

It is a condition of the policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database. Under the conditions of your policy, you must tell us about any incident (such as accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

The policy details of customers in Northern Ireland, will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers' Bureau may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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You can find out more about this from us, or at www.miiic.org.uk

You should show this notice to anyone insured to drive the vehicle covered under this policy.

8. Other products and services

In the future we, AXA, would like to use your personal data for the purpose of offering you other products and services, including those available from companies in the AXA Ireland Group and carefully selected third parties, which AXA thinks may be of interest to you. In this connection, and occasionally for market research and statistical purposes, the services of a reputable external agency may be used. This information may be provided to you by post or telephone.

If you decide to proceed or have any other communication with AXA through or in relation to its products and services you accept the use by AXA of your personal data as indicated.

Conflicts of Interest

Occasionally, a situation may arise where we or a related company will have a potential conflict of interest while conducting business with you. In the event that such a situation occurs of which we become aware, we will take steps to ensure that such conflicts are resolved fairly

Jurisdiction

Under European Law and the law of the Republic of Ireland, you the Insured and we the Underwriters can choose the law which will apply to this contract. Unless agreed otherwise, we propose that the law of the Republic of Ireland shall apply.

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DEFINITIONS

The Underwriters

AXA Insurance dac

Insured

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

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

Market Value

The cost of replacing the Insured Vehicle with a vehicle of similar make, model, age and condition

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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

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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

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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
- (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

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(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

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

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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 Company 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

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 Any member state of the European Union & any other designated Territory within the meaning of Road Traffic Legislation

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

Asgard

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. **Sanctions Wording**
No (re)Insurer shall be deemed to provide cover and no (re)Insurer shall be liable to pay any claim or provide benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that (re)insurer to any sanctions, 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.

Asgard

General Conditions

1. Insured's Duty

It is a condition precedent to liability under this Policy that all information provided by the Insured is true to the best of the Insured's knowledge and belief and the Insured shall at all times observe and fulfil the terms and conditions of this Policy.

If the Insured or any person claiming to be indemnified under this Policy makes a claim that is false grossly exaggerated or fraudulent in any way or makes a false declaration or statement in support of such claim this Policy shall be void and of no effect and The Underwriters shall be entitled to recover from the Insured all sums paid under this Policy and the premium paid shall be forfeited

2. 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

3. 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

4. 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

Asgard

5. 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.

6. 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

7. 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

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; 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 Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Lo Call: 1890 88 20 90 (ROI) 00353 1 662 08 99 (NI). Fax: 00353 1 662 08 90.

E-mail: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie