

Concours classic car insurance





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Caring for you

There may be times when you feel you do not receive the service you expect from us. This is our complaints process to help you.

- For a complaint about your policy, contact your local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on 0818 7 365 24

If we cannot sort out your complaint, you can contact our Customer Care Department on 0818 530 530 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 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.



Concours

Policy Document

Introduction

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 dad

Marquerit Brasnam

Marguerite Brosnan

Chief Executive

AXA Insurance dac

Registered number 136155

Registered office Wolfe Tone House,

Wolfe Tone Street, Dublin 1.

Definitions in this Policy

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

We/Our/Us/Company

AXA Insurance dac.

You/Your/The Insured

Means the person named as the Insured in the schedule and the Motor Insurance certificate.

Vehicle

Means any car or motor cycle, details of which have been given to us, for which there is in force an effective certificate of Motor Insurance, and including a sidecar attached to a Motor Cycle.

Policy

The contract of insurance between you and us based on the answers you have given to questions we have asked and/or your statement of fact / proposal form and consisting of the policy schedule, this policy document and any endorsements included.

Statement of Fact / Proposal Form

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

Section 1 - Loss of or damage to your Vehicle

Section 1 applies only to the Vehicle notified to and accepted by the company. It does not apply to any other Vehicle whether you own it or are simply driving it unless we agree otherwise.

Section 1A - Damage to your Vehicle

Applies only if your cover is Comprehensive

We will pay for loss of or damage to the Vehicle covered by the policy, and it's accessories and spare parts while they are in or on your Vehicle.

An excess is the amount of any claim that you must pay yourself. Unless a greater amount is shown in your schedule, the excess for claims under Section 1A is €250.

Section 1B - Fire & Theft

Applies if your cover is Comprehensive or Third Party, Fire & Theft We will pay for loss or damage to the Vehicle, and it's accessories and spare parts while they are in or on the Vehicle caused by fire or theft or attempted theft. The vehicle must be missing for at least 28 days after you have notified us before we will consider it lost by theft.

Section 1C - Windscreen

Applies only if your cover is Comprehensive

The company will pay for broken glass in the windscreen, windows and roof of your vehicle. The company will also pay for any scratching to the bodywork of your vehicle resulting solely and directly from the broken glass.

What do we pay?

- The word "pay" means that we may, at our option, make a payment in cash of the
 amount of loss or damage, or may repair reinstate or replace the vehicle or damaged or
 lost parts or accessories.
- If we know that your vehicle is the subject of a hire purchase or leasing agreement, any
 cash payment may be made to the owner named on it, (whose receipt will be
 a full and final discharge of the claim).
- Unless we have expressly agreed the value of your vehicle with You, We will not pay
 more for a claim than the market value of the vehicle immediately prior to the loss or
 damage, and in any event we will not pay more than the value advised by You to Us.
- We will not pay more than the current retail price (plus the reasonable cost of fitting) for any part or accessory currently available from a supplier.
- Except where a vehicle is stolen and not recovered, when we settle a claim as a total
 loss we will normally allow you to keep the salvage and will reduce the amount we pay
 you to reflect the value of that salvage. However, we retain the right to own the salvage
 if we so decide.

Repairs, collection and delivery:

- You may authorise repairs, as long as the repairs are economical and you send us an
 estimate immediately.
- If your vehicle is disabled as a result of an incident covered by this section, we will pay
 the reasonable cost of protection and removal to the nearest competent repairers. After
 it has been repaired we will pay for the reasonable cost of delivery of your Vehicle to
 your last known address in the Republic of Ireland.
- These costs will only be paid in connection with a valid claim for loss or damage in respect of your Vehicle.

Exceptions to Section 1

We will not pay for:

- Loses you sustain through not being able to use your Vehicle, (including the cost of hiring another one).
- · Depreciation
- Wear & Tear
- Repairs or replacements which improve your vehicle beyond it's condition before the loss or damage
- · Mechanical or electrical breakdown, failures or breakages
- Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
- Loss or damage resulting from the use of your vehicle in any competitive rally, competition or trial, except one in which the vehicle is not moving.
- Loss or damage to anything in or on your Vehicle other than its accessories or spare parts
- Loss where any person obtains or attempts property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your Vehicle where possession is obtained by fraud, trick, or false pretences.
- Loss resulting from repossession of the Vehicle or restitution to its rightful owner

Section 2 - Liability to Third parties

- 2.1 We will insure the persons insured against legal liability (and the associated costs and expenses in paragraph 2.3) for damages in respect of death of or bodily injury to any person.
- 2.2 We will insure the persons insured against legal liability (and the associated costs and expenses in paragraph 2.3) for damages in respect of loss of or damage to property to a maximum of €30,000,000 including all costs and expenses, for all claims against all persons insured by this policy arising out of the same event.

Application of limits of indemnity

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

Limited of indemnity exceeded

In connection with any 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.

Persons Insured:

- a) You
- b) Any person allowed to drive with your permission by the certificate
- Any person using but not driving your Vehicle with your permission for social domestic and pleasure purposes only
- d) If you wish, any person (other than the driver) in your Vehicle, or getting into or
- e) The legal personal representative of the persons insured in (a) to (d) following that person's death (but only in respect of the deceased's liability.

2.3 Associated Costs and Legal Expenses

- 1. Costs and expenses recoverable by any claimant
- 2. All other costs and expenses

- 3. Solicitors fee's for representation at the coroners inquest or fatal inquiry or Court of Summary Jurisdiction.
- The cost of defence up to a maximum €1,270 against a charge manslaughter or dangerous driving causing death or serious bodily injury.
- 2, 3 & 4 must be incurred with our written agreement

2.4 Emergency Treatment

We will pay the cost of Emergency Treatment as required by Law and such payments will not affect your no claims discount.

Exceptions to Section 2

We will not pay for:

- Damage to property belonging to, or held in trust by, or in the custody and control of, the person insured
- · Damage to any Vehicle being driven or used by a person insured
- Any person in 2.2 c) or d) if to that person's knowledge the driver does not hold
 a licence to drive it.

This exception does not apply if the driver has held such a licence and is not disqualified from holding or obtaining one.

- Any person other than you who has insurance under any other policy
- · Any person in the motor trade driving the Vehicle for overhaul upkeep or repair.
- Any person insured who does not comply with the terms, exception and conditions of the policy.
- · Death of or bodily injury to any person driving or in charge of the Vehicle.
- Liability for death or bodily injury to any pillion passenger on a motorcycle unless specifically covered by the certificate or unless in a sidecar attached to the Vehicle.

If the Law requires us to pay a claim that would otherwise not be covered, we reserve the right to recover the amount from you.

Section 3 - Foreign Travel

Your policy automatically provides the minimum insurance required to comply with Road Traffic legislation for the whole period of the policy in the following countries. In addition, the full extent of Sections 1 and 2 apply for one journey of up to 31 days in the following countries.

- Any member state of the European Union.
- Any other country regarded as a designated territory within the meaning of the Road Traffic Acts of the Republic of Ireland, and while in transit by sea between any ports therein.

Section 4 - Cancelling your policy

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

- if you request cancellation within 14 working days of the date upon which we inform you
 the policy has been 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 an amount less than €15.

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

Compulsory Cancellation

We, or our authorised agent, may cancel this policy by giving you 10 days notice in writing. We will send notice to your last known address and will inform the Department of Transport. You are obliged to return the certificate of insurance and windscreen disc.

Section 5 - Motor Rescue

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 below if your car cannot be driven as a result of the following:

- · Electrical or mechanical fault;
- Car does not start;
- · Loss or theft of keys:
- · Breakage of keys in the lock, or keys locked into the car;
- Accident or fire:
- · Punctures where you need help to replace or repair a wheel; or
- · Loss of, or running out of, fuel;
- · Flat battery.

Benefits in Ireland and the UK (excluding islands off the coast)

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

If we cannot repair the car, we will cover the cost of towing your car to your home, a repairer, or to your intended destination providing it is within Ireland. In Great Britain we will tow you to a local repairer within 20 miles of the location of your breakdown. 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 €150 for each person and €450 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.

6. Medical assistance

If you have to go to hospital as a result of an accident in your car in Ireland or the UK and you are more than 32 kilometres (20 miles) from home, we will pay for one night's accommodation in a hotel we choose, for up to six passengers. The most we will pay is €150 per person and €450 in total.

We will also pay up to €450 towards the cost of an ambulance to take you to the hospital if a doctor deems it medically necessary.

7. Replacement driver

If you are ill or injured in Ireland or the UK and you are the only driver, we will pay a replacement driver to take you, your car and your passengers to your home.

Benefits in Europe

1. Roadside assistance

We will send a repairer 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. If you breakdown on a motorway you may have to use a motorway service. In this situation, you may have to pay for the cost of labour and towing but you can reclaim these costs from us when you get home.

2. Towing

If we cannot repair the car, we will cover the cost of towing you car to the nearest repairer. If 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 and pay for one of the following options, which we will decide.

- a) To transport you and your passengers to the intended destination or to your home.
- b) Accommodation expenses for up to three nights, 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 €150 for each person.
- c) Hiring a suitable vehicle for up to fourteen days 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. Replacement driver

If you are ill or injured and you are the only driver, we will pay a replacement driver to take you, your car and your passengers to your home in Ireland.

6. Vehicle repatriation

If your car cannot be repaired in Europe, or by the time you have to get home, we will arrange and pay for it to be taken to the nearest repairer to your home. You must give us a list of any items that are left in, or on, the insured vehicle. We will not be responsible for the loss of, or damage to, any items which are not on this list. We will only do this if we believe the cost of doing so would be less than the market value in Ireland.

7. Parts delivery

If the parts needed to repair your car are not available locally, we will arrange and pay for these parts to be delivered.

We will only pay if:

You have contacted us using the emergency number 0818 7 365 24 (+353 906 486353 from outside the ROI). 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 benefits).
- . 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 exceeding €3,750 for assistance in Europe.
- . Any costs we have not agreed to.
- . 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.
- Any agricultural or commercial vehicle.

Limitations, Conditions and Endorsements

A. This policy does not cover:

- 1. Any injury or loss while your Vehicle is being
 - i. driven by any person not covered by the certificate of motor insurance
 - ii. used for any purpose not covered by the certificate
 - iii. driven by you unless you hold a licence to drive such a Vehicle or have held and are not disqualified from holding or obtaining one.
 - iv. driven, with your permission, by any person who to your knowledge does not hold a licence to drive such a Vehicle unless such a person has held a licence and is not disqualified from holding or obtaining one.
 - v. driven by any person who does not comply with the terms, exceptions limitations and conditions of the policy
- Liability accepted under an agreement, unless the liability would have existed anyway.
- Any loss or destruction of or damage to any property or any resulting loss or expense or any consequential loss or any legal liability directly or indirectly caused by or contributed to, by or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from and nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear components
- 4. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss (except so far as is necessary to meet the requirements of Road Traffic Legislation)
 - a) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) riot civil war mutiny civil commotion military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority.
 - b) Any act of terrorism. For the purpose of this exception an act of terrorism means an act including but not limited to the use of force or violence and / or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or other purposes including the

intention to influence any government and / or to put the public or any section of the public in fear

This exception also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above. If We allege that by reason of this exception any liability loss damage cost or expense is not covered by this insurance the burden of proving to the contrary shall be upon You. In the event that any portion of this exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

- 5. Any injury loss or damage (except under section 2 of the Policy) caused by earthquake.
- Any accident injury loss damage or liability (except so far as is necessary to meet the requirements of Road Traffic legislation) while your vehicle is in or on any part of an aerodrome, airport or airfield provided for:
 - a) the take-off or landing of aircraft and for the movement or parking of aircraft on the ground
 - b) service roads, ground equipment, parking areas and those parts of passenger terminals coming within the customs examination area
- 7. Liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:
 - a) The loss of alteration of or damage to or
 - b) A reduction in the functionality availability or operation of A computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether Your property or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.

B. Claims procedure

In connection with any injury loss or damage which may give rise to claim under the policy You must:

- As soon as reasonably possible phone us at 0818 736524
- Immediately send us any writ summons letter claim or other document, without acknowledging receipt or replying
- Notify us immediately of any impending prosecution inquest or fatal inquiry

- Not admit liability for or negotiate the settlement of any claim without our written agreement
- Give us all information and assistance required
- Give us free access to examine your Vehicle

We are entitled to take over and conduct the defence or settlement of any claim, and to pursue any claim for our own benefit in the name of any person insured. However, we do not have to do so.

C. Looking after your Vehicle

You must take all reasonable precautions to

- Prevent injury, loss or damage
- Maintain Your Vehicle in an efficient and roadworthy condition while Section 2 of the policy is operative
- Ensure Your Vehicle, its parts and its accessories are free from any defect while Section 2 of the policy is operative

D. 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 have asked and/or the proposal form you completed and/or the statement of facts we last issued. If any of these facts have changed you must let us know immediately otherwise cover may not operate.

If you are not sure whether or not certain facts are important, please ask us.

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

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

- If a change to your policy including the administration charge results in an additional premium of less than €15 then no charge will be made.
- If a change to your policy including the administration charge results in a refund of premium of less than €15 then no refund will be made.

E. Other Insurance

If any loss or damage is covered by any other insurance, we will not pay more than our rateable proportion except as otherwise stated in the policy.

F. Misrepresentation and Deception

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

Negligent Misrepresentation

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

- (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 any other kind we may avoid this contract of insurance.

Fraudulent Claims

If you or anyone acting for you:

- makes a claim under the policy, knowing the claim is false or misleading
- makes a claim for any loss or damage deliberately caused by you or a person covered to drive your car or with your knowledge
- in connection with a claim makes a statement to us or anyone acting on our behalf, knowing the statement is not true
- in connection with a claim sends us or anyone acting on our behalf a document, knowing the document is false

We may take one or more of these actions as well as our other rights:

- We will not pay the claim
- We may avoid the policy with effect from the date of the fraudulent claim or fraudulent act
- We will not return your premium.

If you commit a fraudulent act on any other policy, then we may:

- cancel this policy
- consider letting the appropriate law enforcement authorities know about the circumstances

G. Dispute Resolution

Any disagreement that we have with you and that we cannot settle between us may be referred to the Financial Services and Pensions Ombudsman.

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, we may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding.

If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

H. Rights of recovery

If the law of any country in which you are covered by this policy obliges Us to pay a claim that We would otherwise not have to pay, We reserve the right to recover our payments from you and / or the person who incurred the liability.

I. Payment

If so required by legislation all monies which become payable by Us under this policy will be paid in the Republic of Ireland in the currency of the Republic of Ireland. The appropriate stamp duty has been or will be paid to the Revenue Commissioners.

J. Observance of policy conditions

This policy is only valid if:

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

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

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

Endorsements

Endorsement 71 - Protected NCD

This endorsement does not apply unless it is shown as applying in the Schedule to this Policy.

Notwithstanding anything contained to the contrary in the "No Claims Discount" section of this Policy, a single claim under either Section 1 or 2 in any 3 year period will not result in a loss of No Claims Discount. A second claim in any 3 year period will be then treated as the first claim. In the event that there are 2 or more claims which affect the No Claims Discount under both sections 1 and 2, the first of those claims will be deemed to be the one in respect of which there will be no loss of No Claims Discount.





We're here to help.

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

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

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