



Motorcycle Insurance Policy Wording

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IMPORTANT CUSTOMER INFORMATION

You should keep a complete record of all information (including copies of letters) supplied to us in taking out this insurance.

So that you understand what you are covered for, please read this policy, the schedule and the certificate of motor insurance very carefully. You should pay special attention to the general exclusions and general conditions.

If you have any questions, the cover does not meet your needs, or any of the details are incorrect you should notify us immediately via your insurance intermediary.

CHANGES WHICH AFFECT YOUR INSURANCE

To keep your policy up to date please tell us straight away about changes which affect your insurance. Some examples are:

- A change of motorcycle
- You wish a new rider to be covered
- Someone who rides the motorcycle gets a motoring or other conviction or suffers from a medical condition or has a claim on another policy
- The motorcycle is changed from the manufacturer's standard specification
- A change of job by you or any other rider
- A change of address
- A change in the use of the motorcycle
- The motorcycle is involved in an accident no matter how trivial

If you do not tell us about changes, your insurance may not cover you fully or at all.

DATA PROTECTION

If you would like more detailed information on how we use your data, please contact your Broker and request the full AXA Insurance Data Protection Statement or send an email to AXA at dataprotection@axa.ie. We encourage you to periodically review this document (or an updated version of it) or our full Data Protection Statement to keep informed about how we use your personal data.

Please make sure that anyone else who is insured under your policy has provided you with consent to provide their personal information to us.

It is important that you show this document or the full AXA Insurance Data Protection Statement to anyone else who is insured under your policy of insurance, including any named drivers and anyone living at the property insured under your policy, as it also applies to them.

To object to the processing of your personal data, where we do so on the bases of a 'legitimate interest' (see the Legal Basis section above). We will then stop processing the personal data in question unless we can demonstrate compelling legitimate grounds for the processing that override your right or unless we need to use it in a legal claim

WHAT TO DO IF YOU HAVE A COMPLAINT

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 1890 211850 or:

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

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

- 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

WHAT YOU SHOULD DO IN THE EVENT OF AN ACCIDENT

THE LAW

If you have an accident which involves an injury to any person or certain animals, another vehicle or damage to property, you must stop. If you own the motorcycle you must give your name, address and insurance details to anyone who has a good reason to ask. If you do not own the motorcycle you must provide the owner's name and address.

If there is an injury and you do not give your details at the scene, you must report the incident to the An Garda Siochana within 24 hours.

AT THE SCENE

It is important that you obtain full details of the following:

- All the vehicles involved
- The names, addresses and telephone numbers of the other parties and of any witnesses
- The number of passengers in each vehicle
- The insurance details of the other parties
- Injuries caused
- Property damaged and extent of damage
- Gardai involvement (name, number & station)

Make a rough sketch of the accident scene showing the position of the vehicles before and after the accident.

Do not apologise or admit that you were to blame.
Do not sign anything at the scene.

REPORTING THE ACCIDENT

Report the accident immediately to our

CLAIMS HELPLINE on 1800 945 948

and provide us with all the information you obtained at the scene. This will allow us to contact anyone else involved straight away.

If you are not at fault we will attempt to recover any money we pay. Provided we are able to make a full recovery your no claims discount is not affected.

If you were at fault however, we will offer to deal with the Third Party's claim to minimise costs.

CONTRACT OF INSURANCE

MOTORCYCLE INSURANCE

This document is a legally binding contract of insurance between you and us. The contract is based upon the information you gave us in the proposal form or the statement of fact and the declaration you made.

We agree to insure you under the terms of this contract against accidental injury, loss or damage that occurs within the geographical limits during the period of insurance for which you have paid or agreed to pay the premium.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

Irish Law will apply to this contract of insurance unless we and you have agreed otherwise.

All monies which become or may become payable by the Company under this Policy shall, in accordance with Section 93 of the Insurance Act 1936 (or future amendments), be payable and paid in the Republic of Ireland.

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (or future amendments).



Phil Bradley, Chief Executive

AXA Insurance dac, Registered in Ireland number 136155. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1 (D01 HP90). VAT Reg No. 4873544A.

AXA Insurance dac is regulated by the Central Bank of Ireland

Definitions

The following words or phrases have the same meaning wherever they appear in this policy.

Motorcycle / Insured Vehicle

Any motorcycle described in the schedule and for which we have issued a certificate of motor insurance.

Certificate of Motor Insurance

Evidence that you have the motor insurance required by law. It shows who may drive the motorcycle and what it may be used for.

Endorsement

A clause which alters the insurance cover. Any endorsement that applies will be shown on your schedule.

Excess

The amount you have to pay towards each claim.

Geographical Limits

Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and sea transit between them. Third Party Liability cover is also provided in the European Union and any other country which has agreed to follow Article 7(2) of the EC Directive 72/166 EEC.

Market Value

The cost of replacing your motorcycle, if this is possible, with one of a similar make, model, age, mileage and condition.

Period of Insurance

The length of time covered by this insurance as shown in the schedule.

Schedule

Confirms details of you and the insurance cover provided. The schedule forms part of the contract of insurance and must be read in conjunction with the policy.

Terrorism

In the United Kingdom, the term “terrorism” shall follow the interpretation as set out in part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder). In any other territory which has equivalent legislation to the Terrorism Act 2000, “terrorism” will follow the definition in that legislation. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

Part 1 of the **Terrorism Act 2000** contains the following definition:-

1. In this Act “terrorism” means the use or threat of action where -
 - a) the action falls within subsection (2)
 - b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
 - c) the use or threat is made for the purpose of advancing a political, religious or ideological cause

2. Action falls within this subsection if it -
- a) involves serious violence against a person
 - b) involves serious damage to property
 - c) endangers a person's life, other than the person committing the action
 - d) creates a serious risk to the health or safety of the public or a section of the public
 - e) is designed to interfere with or seriously disrupt an electronic system
3. The use or threat of action falling within the subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

Theft

Any theft or attempted theft that you have reported to An Garda Siochana or any other police force if the incident occurred outside of the Republic of Ireland.

We, Our, Us

AXA Insurance dac

You,Your

The policyholder named on the schedule.

GUIDE TO POLICY COVER

If Your Cover is	Sections
Comprehensive	1, 2, 3, 4, 5*
Third Party Fire & Theft	2, 3, 4, 5*
Third Party Only	3, 4, 5*

* Plus section 6 if noted on the schedule.

SECTION 1 ACCIDENTAL DAMAGE

WHAT IS COVERED

We will cover you under this section for accidental and malicious damage or vandalism to your motorcycle, spare parts and fitted accessories.

This is subject to the amount shown in the schedule under “Excess applying to Section 1 - Accidental Damage”.

SECTION 2 FIRE AND THEFT

WHAT IS COVERED

We will cover you under this section for loss or damage to your motorcycle, spare parts and fitted accessories caused by fire, lightning or explosion, theft or attempted theft.

Fire damage caused by vandalism or malicious intent will be covered under Section 1 of this policy only.

This is subject to the amount shown in the schedule under “Excess applying to Section 2 - Fire and Theft”.

WHAT IS NOT COVERED UNDER SECTIONS 1 & 2

- The amount shown in the schedule under “Excess applying to Section”
- Any damage to the motorcycle caused deliberately by you or any person driving it with your permission
- Loss of use of the motorcycle
- Fire damage caused by malicious intent or vandalism under Section 2 of the policy
- Loss of or damage to telephone, audio and navigational equipment
- Wear and tear, mechanical, electrical, electronic and computer failures or breakdowns
- Damage to tyres caused by braking, punctures, cuts or bursts
- Loss of value for any reason
- Loss of or damage to the motorcycle resulting from fraud or deception
- Any amount greater than the manufacturer’s latest list price for any part or accessory
- Any extra cost due to parts or replacements not being available in the Republic of Ireland
- Loss of or damage to any accessory which is not permanently attached to the motorcycle e.g. crash helmet, gloves and clothing
- Loss of or damage to the motorcycle caused by a member of the family or household of a permitted driver taking the motorcycle without your permission
- Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- Any amount in excess of €200 in respect of specialised Artwork, Decals, Logos other than manufacturers standard paintwork
- Loss of or damage to the vehicle if it is not covered by a valid National Car Test certificate (NCT), if one is needed by law
- Loss of or damage to the motorcycle as a result of theft if at any time it is left unattended and the ignition key is in or on the motorcycle and/or it has not been secured and locked

HOW WE WILL SETTLE CLAIMS UNDER SECTIONS 1 AND 2

If the motorcycle sustains damage which is covered under this policy you must take steps to ensure its security and safety. If it cannot be ridden due to that damage, we will pay charges for moving the motorcycle to the nearest competent repairer.

Where possible you should obtain two detailed estimates for the cost of repairs and send them to us as soon as possible. If either repairer believes the motorcycle is beyond economical repair you should let us know immediately and not give any instructions relating to the repair.

Provided this is not the case and as soon as two repair estimates have been sent to us, you may authorise the repairer who provided the more competitive estimate to start the repair work.

If we feel the repair estimate is unreasonable however, we reserve the right to contact the repairer and in the absence of agreement on costs, to move the motorcycle to another repairer and pay for any work already completed.

The most we will pay will be the market value of the motorcycle immediately before the accident or loss. We will choose whether to repair or replace your motorcycle or to pay you a cash sum equal to the cost of the loss or damage, less any policy excesses.

We will not pay for the whole cost of any repair or replacement which leaves your motorcycle in a better condition than it was before the loss or damage. If this happens you will have to pay part of the cost of repair or replacement.

The repairer may be authorised to use replacement parts (if appropriate) which were not supplied by the original manufacturer of the motorcycle.

If you are still paying for the motorcycle under a hire purchase or leasing agreement we will settle your claim with the motorcycle's legal owner unless by prior agreement.

If we choose to pay you the market value of your motorcycle rather than to repair it, you must send us the certificate of motor insurance, the Vehicle Registration Document and the NCT certificate if the motorcycle needs one, before we pay your claim.

We may, without further notice, move the motorcycle to a secure place of free storage. All personal possessions should be removed at the earliest opportunity.

As soon as you accept our offer, this insurance for that motorcycle will end and any outstanding or overdue premium must be paid. We reserve the right to deduct any outstanding premiums due from any settlement paid to you.

The motorcycle then becomes our property.

SECTION 3 LIABILITY TO OTHERS

WHAT IS COVERED

We will cover you under this section for the costs and damages you are legally liable to pay for the death of or injury to any person and damage to property caused by:

- You, using the insured motorcycle
- Any person riding the motorcycle with your permission provided your certificate of motor insurance shows he or she is allowed to drive the motorcycle
- Any person travelling on or getting on or off the motorcycle
- Any trailer while it is attached to the motorcycle

We will also pay at our discretion:

- Legal costs and expenses we have previously agreed in writing relating to;
 - Solicitors' fees for representation at a coroners' inquest, fatal injury enquiry or court of summary jurisdiction
 - The defence of a charge of manslaughter or causing death by dangerous or careless driving provided they relate to a claim resulting from an accident covered by this section
- Emergency treatment charges set out in the Road Traffic Acts resulting from an accident involving any vehicle covered by this policy

If anyone insured by this section dies, we will extend the cover to which they would have been entitled, to their personal representatives.

WHAT IS NOT COVERED

- Liability for death or injury to any employee of the person insured, arising during the course of their employment except where liability is required to be covered by the Road Traffic Acts
- Loss of or damage to any attached trailer
- Loss of or damage to property belonging to, or in the custody or control of, any person insured under this part of the policy
- Anyone, other than you, who is covered by other insurance
- We will not pay more than €20,000,000 for costs and damages you are legally liable to pay for damage to property caused by any one event

RIDING OTHER MOTORCYCLES

We will also cover you, in respect of your legal liability to others, to ride a private motorcycle not belonging to you and not hired to you under a Hire Purchase Agreement or leased to you under a Leasing Agreement, provided you have the owner's permission to ride it and you are permitted to do so by your current certificate of motor insurance.

Cover for riding other motorcycles does not

- apply if you have disposed of your motorcycle or it has been damaged beyond economical repair or it has been stolen and not recovered
- apply in any country outside the Republic of Ireland
- cover loss of or damage to any motorcycle you ride that does not belong to you

SECTION 4 FOREIGN USE

WHAT IS COVERED

In addition to the minimum level of insurance required to allow you to use your motorcycle in:

- Any member country of the European Union
- Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland

The policy extends all sections shown as applying in the schedule, for a maximum period of 45 days in any one period of insurance.

Upon request before you go abroad, and on payment of an additional premium we will extend cover:

- Up to 90 days duration in countries shown above
- To be operative in other countries covered by the International Green Card system

WHAT IS NOT COVERED

Customs and/or excise duties.

SPANISH BAIL BOND

If you or the permitted driver of your motorcycle is detained or the vehicle impounded by the Spanish authorities following an accident, we will provide a guarantee or deposit of up to €1,000 to secure the appropriate release.

If the deposit or guarantee is forfeited in whole or in part you will have to refund the amount to us.

SECTION 5 NO CLAIMS DISCOUNT

If you have not made a claim during the period of insurance prior to renewal and no claim has been made against you, we will allow a discount from your renewal premium.

You may not transfer this discount to another person.

SECTION 6 NO CLAIMS DISCOUNT PROTECTION

You will not lose any of your no claims discount as long as you make no more than two claims in any three year period. If three claims are made in any three year period we will reduce the discount you receive.

Protecting your no claims discount may not prevent your premium from increasing at renewal.

GENERAL EXCLUSIONS

These exclusions apply to the whole policy.

Your insurance does not cover claims arising from any of the following:

1. Any accident, injury, loss or damage while any motorcycle covered by this insurance is being:
 - a) Ridden by anyone who is not described in the certificate of motor insurance as a permitted driver.
 - b) Ridden by anyone who does not have a driving licence, who is disqualified from driving or who does not meet the terms and conditions of their driving licence or provisional driving licence, or has not completed Initial Basic Training (IBT) where necessary.
 - c) Used for a purpose which is not shown as covered in your certificate of motor insurance.
 - d) Used in or on restricted areas of airports or airfields or military bases including any place where aircraft land or take off, park or move, associated service roads, refuelling areas, ground equipment parking areas, passenger buildings and customs areas.
 - e) Used in an unsafe condition or while carrying an insecure load.
 - f) Ridden by you or any person insured to ride, should it be proved to our satisfaction that the rider was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the rider at the time of the loss or damage was under the influence of alcohol or drugs.
2. Any liability you accept under an agreement or contract unless you would have been liable anyway.
3. Any accidental loss, damage, injury or legal liability caused directly or indirectly by:
 - a) War, invasion, revolution or any similar event except where we need to provide cover to meet the requirements of the Road Traffic Acts.
 - b) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss except where we need to provide cover to meet the requirements of the Road Traffic Acts.
 - c) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.
 - d) Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
 - e) Pressure waves caused by aircraft or other flying objects.
4. Except under Section 3, any injury, loss or damage arising during:
 - a) An earthquake.
 - b) Riot or civil commotion
5. Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at any specific time and place.

Any amount over €1,000,000 for one pollution or contamination event.
6. Any decision or action of a court which is outside the geographical limits unless the proceedings are brought or judgement is given by a court of a country:
 - a) For which minimum compulsory insurance is provided by this policy, or
 - b) To which we have agreed to extend the policy cover and for which we have received the necessary additional premium.

7. We will not pay the claim and all cover under the policy is forfeited if you, or anyone acting for you, makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documentation, or if loss, damage or injury is caused by your wilful act or with your connivance.

GENERAL CONDITIONS

NOTIFICATION OF CLAIMS

As soon as possible after any event which might lead to a claim under this policy, you should telephone the Claims Helpline on 1800 945 948 to report the occurrence. You must send any letter, claim, writ or summons as soon as you receive it. You must also notify claims advisors immediately if you or your legal advisors become aware of any prosecution, inquest or fatal accident enquiry which might be covered under this policy.

You or any other person claiming under this policy must not negotiate, admit fault, offer to pay or settle any claim unless you have our written permission.

DEALING WITH CLAIMS

We will be entitled to:

- Take over and carry out the defence or settlement of any claims in your name or that of any other person insured by this policy and have full discretion to deal with the claims as we see fit
- Take proceedings in your name or that of any other person insured by this policy, to get back any money we have paid
- Any information and help we need from you or any other person insured by this policy

CARE OF YOUR MOTORCYCLE

Anyone covered by this policy must take all reasonable steps to keep the motorcycle in a roadworthy condition and to protect it from loss or damage. Your motorcycle must be covered by a valid National Car Test certificate (NCT) if one is needed by law.

In the absence of a valid National Car Test certificate (NCT), all cover under sections 1 and 2 is excluded.

Whenever the motorcycle is left unattended it must be secured, locked and the keys removed.

We may examine your motorcycle at any time.

KEEPING TO THE POLICY TERMS

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

- Any person claiming cover has kept to all its terms and conditions, as far as they apply, and
- All the information you have given us and upon which this contract is based is correct and complete

OTHER INSURANCE

If a claim is made under this policy and there is another policy that covers the same loss, we will only pay our share of the claim.

COMPULSORY INSURANCE

If under the laws of any country in which this policy applies, we have to make payments which, but for that law, would not be covered by this policy, you must repay the amount to us.

You or the person who caused the accident must also repay us any money we have to pay because of any agreement with the Motor Insurers' Bureau.

REFLECTION PERIOD

This policy provides you with a reflection period to decide whether you wish to continue with the full policy. The reflection period lasts for a period of 14 days from the date you receive your Policy documentation. During this period you have the right to cancel the policy and receive a full refund of premium unless you have made a total loss claim in which case the full annual premium will be due. An administration charge of €30 will apply with respect to your request to cancel the policy.

If you decide not to proceed with the policy prior to cover commencing you will be entitled to receive a full refund of the premium you have paid and the administration charge will not apply.

To exercise your right to cancel this policy you must return the Certificate of Insurance immediately.

CANCELLING YOUR POLICY AFTER THE REFLECTION PERIOD

We or our authorised intermediary/service provider, may cancel this policy by sending you ten days' notice to your last known address. Notification will also be forwarded to the relevant Government Department (presently the Dept. of Transport, Tourism and Sport). You should then send us your certificate of motor insurance and we will refund a proportion of the premium for the remaining period of insurance.

You can cancel this policy by giving us seven days' notice in writing and returning your certificate of motor insurance. Provided there have been no claims in the current period of insurance we will refund the premium relating to the remaining period of insurance calculated on a proportionate basis dependent on the number of days left to run under the policy less an administration charge of €30 to take into account our costs in providing your policy.

Please note that any refund from us whether during or after the reflection period may be subject to a further cancellation charge levied by your insurance intermediary. Any charges levied by your insurance intermediary will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.