



Motorcycle Insurance Policy

Important Information

You must read this document in conjunction with **Statement of Fact** and/or **Proposal Form, Your Policy Schedule** and **Certificate of Insurance**. If any information contained in these documents is incorrect, please contact **Your Broker** immediately. **You** must also notify **Your Broker** of any other alterations required to **Your** policy as soon as possible.

If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.

Your policy provides cover for the sections and the **Period of Insurance** shown in **Your Policy Schedule**.

Contract of Insurance

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. Insurers or their appointed agents may cancel or change any part of the contract without getting anyone else's permission.

This document and the **Statement of Fact** and/or **Proposal Form, Policy Schedule** and **Certificate of Insurance** set out what is and what is not covered. They all form the contract of insurance between **You** and Insurers and should be read together.

Please check that they meet **Your** needs and that **You** understand them.

This contract is subject to Irish law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

If **You** have any questions about these documents, please contact the **Broker** who arranged the policy for **You**, who will be pleased to help **You**.



Phil Bradley
Chief Executive

The Underwriters

This insurance is underwritten by AXA Insurance dac.

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.

Motor Insurance Information Centre of Ireland

Information relating to **Your** insurance policy will be added to the Motor Insurance Information Centre of Ireland (MIICI) which is managed by the Motor Insurers' Bureau of Ireland (MIBI). The MIICI and the data stored on it may be used by certain statutory and/or authorised bodies including the An Garda Síochána, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i. Electronic Licensing;
- ii. Continuous Insurance Enforcement;
- iii. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- iv. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured riding.

If **You** are involved in a road traffic accident (either in Ireland, the EEA or certain other territories), insurers and/or the MIBI may search the MIICI to obtain relevant information. Persons (including their appointed representatives) 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 MIICI.

It is vital that the MIICI holds **Your** correct registration number. If it is incorrectly shown on the MIICI **You** are at risk of having **Your Motorcycle** seized by the authorities.

Data Protection

This document is a summary of the AXA Insurance Data Protection Statement. It contains a brief description of the information you need to understand how we use your data.

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.

1 General

References to "AXA", "us", "our" and "we" mean AXA Holdings Ireland Limited and its subsidiaries, including AXA Insurance dac (the 'data controller'), and any associated companies from time to time.

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.

Queries and Complaints:

If you would like to contact us in relation to any aspect of our use of your personal data, please contact our Data Protection Officer (or 'DPO') at +353 (0)1 471 1812 or compliance@axa.ie or write to: DPO, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Alternatively you have the right to lodge a complaint with a data protection regulator, such as the Data Protection Commissioner (in ROI) or the Information Commissioner's Office (in NI). Their contact details are available at dataprotection.ie and ico.org.uk.

2 Collection

As a Broker customer, the majority of the information we receive about you (and any other people insured under your policy of insurance) comes from your Broker. We may also obtain personal data from various other parties or sources, including you, your representatives (if applicable), other insurance companies, third parties involved in a claim or potential claim, the emergency services and from searches (such as industry databases, State or government departments, bodies or agencies, media outlets or credit reference agencies).

3 Use of Information

We mainly use your personal information so that we can provide a quote, set up, administer and manage your policy and to manage and investigate complaints and claims. However, we may also use the personal data we gather for any or all of the following purposes:

- to verify your (or your representative's) identity;
- to provide customer loyalty programmes and value added services;
- for statistical analyses and the review and improvement of AXA's products, services and processes;
- to carry out market research and to improve our processes, products or services;
- for the detection and prevention of fraud, money laundering and other offences;
- for staff training and management;
- for storage and to make back-ups of data;
- for reinsurance purposes and AXA Group reporting purposes (where necessary);
- for compliance with all relevant laws and regulations; and/or

- as set out in this documents and other documents provided or made available to you.

Legal Basis for processing:

The legal bases we rely on for using your personal data for the above purposes in the majority of circumstances are where:

- the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (including a quote that is not taken up);
- the processing is necessary for compliance with a legal obligation to which we are subject;
- the processing is necessary for the purposes of the legitimate interests pursued by us. In such cases, our legitimate interests are as follows:
 - to use your data to make certain types of payment that are not required by law or a contract;
 - to add value to the AXA product offering;
 - to engage in activities to improve and adapt the range of products and services we offer and to help our business grow and to ensure that our systems are effective and efficient;
 - to investigate and prevent potential fraudulent and other illegal activity; or
 - the proper running of its business.

Sensitive data (such as criminal conviction and health related data) will only be processed for any of the above purposes by way of (a) explicit consent, (b) for the assessment of risk, (c) for the prevention of fraud, (d) for the establishment, exercise, enforcement or defence of legal claims or (e) to protect the vital interests of a person.

4 Sharing of Information

In providing our services to you we may share your personal data with various third parties, including:

- Your representatives, such as a relative, another person insured under your policy, your Broker or your lawyers;
- Our representatives, such as companies that provide various services (including telecommunications, data storage, document destruction, fraud detection, credit checking, IT, risk analysis and complaints handling), claims related service providers (including for the assessment of liability, injuries, damage to vehicles and other property), lawyers and, from time to time, private investigators;
- Other third parties, such as other individuals involved in incidents (and their representatives), other insurance companies, anti-fraud databases (such as Insurance Link, the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register), reinsurers, external advisors and auditors and AXA Group companies; and
- State or government departments, bodies or agencies (such as the police, the Department of Transport and the Driver and Vehicle Licensing Agency, the Motor Insurance Database, the National Vehicle File, the Motor Insurers Bureau and the Motor Insurers’ Bureau of Ireland).

International Transfers

On occasion we or a service provider may transmit certain aspects of your personal data outside the European Economic Area: a) Switzerland, b) the USA, c) Malaysia and d) Costa Rica and e) to AXA Group companies in other non-EEA countries (where necessary). AXA complies with the law regarding international transfers of data by relying on the European Commission’s standard data protection contract clauses under Article 46.2 of the GDPR (b, c and d), Binding Corporate Rules under Article 47 of the GDPR (e) or the decisions of the European Commission stating that certain countries, such as Switzerland, ensure adequate levels of data protection in their law (Article 45 of the GDPR).

| Category | Type of Data Collected |
|---|---|
| Policy information: | Name, address, date of birth, gender, licence details, payment details, vehicle and property details, driving and claims history, relevant criminal convictions, penalty points, etc. |
| Information obtained from sources other than you: | Penalty points, address look up, geocoding information, vehicle details and history, credit score, etc. |

| | |
|---------------------|--|
| Claims information: | The circumstances of an incident, health information (injuries and relevant pre-existing health conditions), relevant criminal convictions, etc. |
|---------------------|--|

5 Data Collected

The table below contains examples of the types of data we collect for the purposes set out in this document:

6 Retention of Data

Generally we keep personal information for the following periods:

| Type of information | Retention Period |
|---|--|
| Quote information (where a policy is not taken out) | 15 months |
| Policy information | The life of the policy plus 10 years |
| Claims information | 10 years from when the claim is finalised (settlement, court hearing, withdrawal of claim, etc.) |
| Claims information - where there is the potential for a child to make a claim | Up to 3 years after the child in question turns 18 years of age |

We also retain certain limited details beyond these periods to deal with any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). We retain these details (for example names, policy start and finish dates and cover details) for 25 years (for late claims) and 60 years (for latent claims).

7 Automated Decision-Making

We use automated decisions-making, using information including customer details and claims experience, in the underwriting of your insurance policy. Underwriting is the process by which an insurance company examines, accepts or rejects risks and classifies those selected in order to charge an appropriate premium. We use an algorithm, which uses complex mathematical and actuarial methods of calculating and pooling risk, for insurance underwriting purposes.

Where we use automated decision-making, you are entitled to make representations to a member of staff in relation to the decision in question.

8 Your Rights

As a 'data subject', you have the right:

- to withdraw consent where we are processing your information on the legal basis of consent;
- of access to the personal data concerning you that we hold and to be informed why and how we process that data;
- to require us to correct any inaccurate information about you (including missing details). In certain cases, you are required by the terms of your insurance policy to make such corrections.

The following rights apply from 25th May 2018

- of erasure/right to be forgotten, which means you have a right to have personal data concerning you erased. However you may only request the deletion of your data in specific situations.
- not to be subjected to decision-making, including profiling, based solely on automated processing (i.e. decisions made solely by a computer without human involvement) in certain circumstances.
- to data portability, which means you may request from us all personal data that you provided to us. You may also request that we send this data to another company or person.

g) to object to the processing of your personal data, where we do so on the basis 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.

h) to restrict processing of your personal data where you feel that it is inaccurate, that we are processing it unlawfully or that we no longer need it or where you have invoked your right to object (as set out in Section 8 (g) above).

Please send all requests to us (details in Section 1 'General' above) in writing (by post or email).

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Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore, you must refer to this section where such words or phrases appear.

You/Your – the person named as the ‘insured’ or ‘policyholder’ on the **Policy Schedule** and Certificate of Insurance.

We/Us – The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

Broker – a representative authorised by **Us** to sell and administer our insurance policies.

Certificate of Insurance – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured **Motorcycle**, how they may use it and the period of time over which the policy cover applies.

Policy Schedule – a document which states the details of **You, Your Motorcycle**, the insurance cover in force.

Statement of Fact / Proposal Form – a written record of the answers to the questions **You** were asked, 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.

Your Motorcycle – any **Motorcycle** which is stated on **Your Policy Schedule** and for which **We** have issued a Road Traffic Act **Certificate of Insurance**. In Section 2 this also includes **Your Motorcycle's** standard **Accessories and Spare Parts** whether in or on **Your Motorcycle** or stored in **Your** locked private **Garage**.

Accessories and Spare Parts – standard parts or products specifically designed to be fitted to **Your Motorcycle**.

Agreed Value – a fixed amount that **We** agree to insure **Your Motorcycle** for in the event of total loss, subject to receipt and approval of satisfactory photographs and any other supporting evidence **We** may request (until such time **Market Value** will apply).

Civil Partner – the person who **You** have entered into a legal civil partnership with as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010. A civil partnership is a formal arrangement that gives same sex partners the same legal status as a married couple.

Compulsory Excess – the contribution which **You** must make towards a claim on this policy.

Garage – A garage, locked building, or shed, is a permanent enclosed four-sided structure comprising of three brick, stone, steel or concrete built sides with a roof and a securable door entrance which is **Your** private property (i.e. not a communal parking facility).

Green Card – a document which is required by certain countries that are not part of the European Union and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

Market Value – the cost of replacing **Your Motorcycle** with another of a similar make, model, age, mileage and condition as at the time of the loss or damage, up to the value stated in **Your Policy Schedule**.

Minimum Cover – the minimum level of cover provided to satisfy **Road Traffic Law**, in respect of liability for the death of or injury to other people and damage to their property.

Partner – a relationship between two people who live together as a couple.

Period of Insurance – the period of time specified in **Your Policy Schedule** during which this policy is effective and for which **You** have paid or have agreed to pay the premium.

Pro-Rata – where a calculation is made proportionately.

Road Traffic Law – the law which governs the riding or use of any **Motorcycle** within Ireland or any other country to which **Your** policy may cover as defined in the Foreign Use section of this policy.

Territorial Limits – Ireland.

Voluntary Excess – an amount which **You** have chosen to pay towards a claim on this policy in addition to the **Compulsory Excess** which applies.

Summary of cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in **Your Policy Schedule**:

| Section description | Cover applicable | | | | |
|--|------------------|--------------------------|------------------|-------------------|----------------------|
| | Comprehensive | Third Party Fire & Theft | Third Party Only | Fire & Theft Only | Damage, Fire & Theft |
| section 1 - liability to others | Yes | Yes | Yes | No | No |
| section 2 - loss of or damage to Your Motorcycle : | | | | | |
| a. accidental damage | Yes | No | No | No | Yes |
| b. malicious damage and vandalism | Yes | No | No | No | Yes |
| c. fire, self-ignition, lightning or explosion | Yes | Yes | No | Yes | Yes |
| d. theft or attempted theft | Yes | Yes | No | Yes | Yes |
| section 3 - spare parts and accessories | Yes | No | No | No | Yes |
| section 4 – replacement locks | Yes | No | No | No | No |
| section 5 – foreign use | Yes | No | No | No | No |
| section 6 – no claims bonus | Yes | No | No | No | No |

The sections entitled '**general exclusions**' and '**general conditions**' within this booklet apply to **Your** policy whatever cover **You** have.

Your Policy Schedule provides details of any special cover or excesses which apply to Your policy.

Section 1 – Liability to Others

What is covered under this Section

1.1 Riding Your Motorcycle

We will insure You against the amounts that You are legally liable to pay, including legal costs and damages, in the event of:

1. Death of or bodily injury to other people;
2. Damage to their property;

as a result of an accident in which any of the following occurs:

1. Whilst You are riding, using or in charge of Your Motorcycle;
2. Whilst any other person is using, riding or in charge of Your Motorcycle, provided that they are permitted to do so as shown on Your current Certificate of Insurance and that they have Your permission;
3. Whilst any person is using (but not riding) Your Motorcycle with Your permission, providing that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
4. Whilst any passenger is travelling on, or getting onto or off of Your Motorcycle, as long as You hold the appropriate full licence relevant to the category of Motorcycle insured;

The maximum amount We will pay under Section 1 in respect of property damage is €20,000,000, the limit applies in respect of any one claim, or a number of claims arising out of the one incident in addition to €5,000,000 for all associated costs and expenses.

1.2 Riding Other Motorcycles

We will also insure You against the events shown in Section 1.1 as a result of an accident which occurs whilst You are riding any other private Motorcycle provided that all of the following applies:

1. Cover to drive other Motorcycles is specified on Your current Certificate of Insurance;
2. The Motorcycle does not belong to You and is not hired, leased or rented to You;
3. Your Motorcycle has an engine size in excess of 500cc;
4. The Motorcycle has its own valid motor insurance policy cover in force;
5. You are not covered by any other insurance policy to drive the Motorcycle;
6. You hold a valid riding licence and are not disqualified from riding;
7. This policy is not in the name of a company or partnership;
8. Use of the Motorcycle is restricted to Social, Domestic and Pleasure purposes only;
9. You have the prior permission of the Motorcycle's owner;
10. You still own Your Motorcycle, it has not been damaged beyond economic repair, and it has valid road tax and valid National Car Test certificate (if applicable).

Please also refer to the exclusions shown overleaf.

1.3 Business Use

We will insure Your employer or business Partner against the events shown in Section 1.1 for an accident which occurs whilst You are using or riding Your Motorcycle in the course of their business provided that business use is included on Your current Certificate of Insurance and that Your Motorcycle is not owned, leased or rented by them.

1.4 Legal Personal Representatives

We will insure the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

1.5 Legal Defence Costs

Provided that an incident occurs which is covered by this policy and We agree in writing first, We will pay for the legal representation of You or any other person We insure under this policy:

1. At a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
2. Against prosecution for manslaughter or for causing death by careless or dangerous riding.

What is NOT covered under this Section

1. Death of or injury to the person riding **Your Motorcycle** or in charge of **Your Motorcycle** for the purpose of riding;
2. Loss of or damage to **Your Motorcycle** or any other **Motorcycle** that is in **Your** custody or control;
3. Loss of or damage to property owned by, or in the care, custody or control of, **You** or any other person insured by this policy;
4. Liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of **Your Motorcycle**:
 - a. To cause damage to other vehicles or property; and/or
 - b. To cause injury to any person and/or to put any person(s) in fear of injury.
5. Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where **We** must meet the requirements of **Road Traffic Law**;

Riding other Motorcycles

1. Loss of or damage to the **Motorcycle** **You** are riding;
2. Death of or injury to the person using, riding or in charge of the **Motorcycle**;
3. Use to secure the release of any **Motorcycle** which has been seized by or on behalf of any government or public authority;
4. Liability for any incident which occurs whilst **You** are using or riding the **Motorcycle** outside of the **Territorial Limits**.

Section 2 – Loss of or Damage to Your Motorcycle

What is covered under this Section

We will insure **Your Motorcycle** against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

- a. Accidental damage;
- b. Malicious damage and vandalism;
- c. Fire, self-ignition, lightning or explosion;
- d. Theft or attempted theft.

*Please refer to **Your Policy Schedule** for the level of cover shown and then to the 'Summary of Cover' section in this document for details of which events **Your** cover includes.*

If **You** need to report a claim to **Us**, please refer to the section entitled 'Making a Claim' at the end of this booklet for further information.

If Your Motorcycle has been stolen or damaged by attempted theft, then You must notify the police immediately and obtain a crime reference number.

2.1 Damage

We will pay for the cost of repairing damage caused to **Your Motorcycle** as a direct result of an event shown overleaf provided that all of the following applies:

1. This policy covers the event (as above);
2. **You** adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
3. **We** deem the cost of repairing your **Motorcycle** to be economical.

As an alternative to repairing **Your Motorcycle**, **We** may deem it appropriate to either replace **Your Motorcycle** with one of a similar specification or pay **You** a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.8 and 2.9).

If **We** choose to repair **Your Motorcycle** and a replacement for a damaged accessory or part is not available, **We** will pay **You** the most recent listed price of this as published in Ireland.

We reserve the right to use accessories or parts that are recycled or that are not made or supplied by the manufacturer of **Your Motorcycle**, but are of a similar type and quality to those **We** are replacing. **We** will not be responsible for additional storage costs due to the unavailability of accessories or parts, or the cost of importing them from outside of Ireland.

2.2 Total Loss

We will normally declare **Your Motorcycle** a total loss:

1. If **We** deem the cost of repairing **Your Motorcycle** as uneconomical; or
2. If **Your Motorcycle** has been stolen and not recovered.

If **Your Motorcycle** is declared a total loss as a direct result of an insured event, **We** will offer **You** a monetary amount as compensation. If **You** owe **Us** an outstanding amount under this policy when the claim has been made, **You** must pay this amount in full before **We** can settle the claim.

Once **You** have accepted our offer, **Your Motorcycle** will become our Property. **We** will allow this insurance contract to continue on a replacement **Motorcycle** provided **We** accept this substitution and **You** pay the additional premium applicable.

2.2.1 What We Will Pay

If **Your Motorcycle** is insured on an 'Agreed Value' basis, the maximum amount **We** will pay is the value declared on **Your Policy Schedule**, less any **Policy** excess which is applicable (see Sections 2.8 and 2.9); otherwise, **Market Value** will apply. If, during the life of **Your Policy**, **You** believe the value of your **Motorcycle** has changed to that stated on **Your Policy Schedule** (e.g. following market changes, restoration work or modifications) then **You** must advise **Us** as soon as possible in order to ensure **Your Motorcycle** is adequately insured (evidence may be required).

We may give **You**, at our discretion and if the current regulations allow, the option of retaining the **Motorcycle** salvage subject to a deduction from the compensation amount **We** offer **You**.

2.3 Motorcycle service/repair

We will provide the same level of cover that **Your Policy** has under Section 2 whilst **Your Motorcycle** is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

2.4 Ownership of Your Motorcycle

If **Your Motorcycle** is subject to a hire purchase or lease agreement and is declared a total loss, any payments **We** make will instead be made to the finance or leasing company as specified on **Your** contract with them.

The maximum amount **We** will pay is the **Market Value** of **Your Motorcycle** or, if **Your Motorcycle** is insured on an **Agreed Value** basis, the value as declared on **Your Policy Schedule**, less any policy excess which is applicable. If there is still an amount owing to the finance or leasing company after **We** have settled **Your** claim, then **You** are responsible for this amount.

2.5 Compulsory and Voluntary Policy Excess

If any claim is made under Section 2 **You** must pay a compulsory policy excess, the amount of which is shown in **Your** current **Policy Schedule**. If no amount is stated, **You** must pay the first €100 towards any claim.

If **You** have chosen to pay a **Voluntary Excess**, this amount is in addition to the compulsory policy excess which applies.

What is NOT covered under this section

- The policy excess which applies under this section of the policy;
- Wear, tear and depreciation of **Your Motorcycle**;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of **Your Motorcycle** caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Loss or theft of petrol;
- Damage caused by the freezing of liquid in the cooling system of **Your Motorcycle** unless **You** have taken all reasonable precautions as recommended by **Your Motorcycle** manufacturer;
- Loss of or damage to **Your Motorcycle** caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to **Your Motorcycle** caused by a deliberate act by **You** or any other person insured on this policy;
- Loss of or damage to **Your Motorcycle** if it is taken, used or driven without **Your** permission by a spouse or **Civil Partner**, **Partner**, boyfriend or girlfriend, member of the family or household of a permitted driver;
- Loss of or damage to **Your Motorcycle** if it is involved in a theft or attempted theft and the incident has not been reported to the police and a crime reference number obtained;
- Loss of or damage to **Your Motorcycle** by fraud, trickery or deception e.g. by someone claiming to be a buyer, a buying or selling agent, or by **You** accepting a form of payment which a bank or building society will not authorise;
- Loss of or damage to **Your Motorcycle** if it is unoccupied and any of the following applies:
 - It has been left un-locked;
 - It has been left with the keys in, on or in the vicinity of the **Motorcycle**;
 - If the keys of **Your Motorcycle** are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
 - If reasonable precautions have not been taken to protect it;
- Liability for any further damage which is caused by riding, or attempting to ride, **Your Motorcycle** if damaged or in an un-roadworthy condition;

- Any reduction in the value of **Your Motorcycle** following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of **Your Motorcycle** if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to **Your Motorcycle** that have not been disclosed to **Us** and agreed as covered by our Underwriters;
- Damage to **Your Motorcycle** caused by faulty workmanship;
- Damage to **Your Motorcycle** caused by vermin, insects, mildew or fungus;
- Loss of or damage to **Your Motorcycle's** accessories or spare parts under this section of the policy;
- Compensation for any costs incurred as a result of not being able to use **Your Motorcycle** following loss or damage;
- Costs which exceed the **Market Value** of **Your Motorcycle** or the value declared on **Your Policy Schedule** if the **Market Value** is more.
- Costs which exceed the value declared on **Your Policy Schedule** if **Your Motorcycle** is insured on an '**Agreed Value**' basis.

Section 3 – Spare Parts and Accessories

What is covered under this Section

We will pay for the replacement or repair of **Your Motorcycle's** spare parts and accessories following loss or damage provided that the loss or damage occurs whilst they are kept in or on **Your Motorcycle** or stored in **Your** locked private **Garage** as declared to **Us**. A full meaning of the term spare parts and accessories is contained in the Definitions section on page 5 of this booklet.

The maximum amount **We** will pay under Section 3 is 10% of **Your Motorcycle's** market or **Agreed Value** up to a maximum of €1000 for any claim arising out of the one incident.

You will not be required to pay a **Compulsory Excess** if the claim is made solely under this section of the policy.

Section 4 – Replacement Locks

What is covered under this Section

If **Your** keys of **Your Motorcycle** are lost or stolen, **We** will pay towards the cost of replacing:

1. The ignition key;
2. Steering locks;

Cover under this section is provided on the basis that **You** can establish, to our satisfaction, that the location of **Your Motorcycle** is known to any person who is in possession of the lost or stolen keys and/or lock transmitter.

The maximum amount **We** will pay under Section 6 is 10% of **Your Motorcycle's** market or **Agreed Value** up to a maximum of €500 following any one incident.

Section 5 – Foreign Use

What is covered under this Section

5.1 Minimum Cover

We will provide the **Minimum Cover** which is required by law in:

1. Any country which is a member of the European Union; and
2. Any other country which the Commission of the European Union approves as meeting the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a **Motorcycle**.

The following table shows which countries the above currently applies to:

| | | | |
|----------------|---------------|-------------|----------------|
| Andorra | Finland | Lithuania | Slovakia |
| Austria | France | Luxembourg | Slovenia |
| Belgium | Germany | Malta | Spain |
| Bulgaria | Greece | Netherlands | Sweden |
| Croatia | Hungary | Norway | Switzerland |
| Cyprus | Iceland | Poland | United Kingdom |
| Czech Republic | Italy | Portugal | |
| Denmark | Latvia | Romania | |
| Estonia | Liechtenstein | Serbia | |

A **Green Card** is no longer required if **You** travel to any of the above countries and **You** must instead take **Your** current **Certificate of Insurance** with **You** as evidence of compulsory insurance cover.

We do not normally provide cover in any other country outside of those named above; however, **We** will consider doing so provided that all of the following applies:

1. **You** refer this to **Your Broker** in advance of travel;
2. **We** agree to cover **You** in the countries concerned;
3. **You** pay any additional premium **We** require for providing this cover.

If **We** agree to **Your** request, **We** will issue **You** with a **Green Card** as legal evidence of cover.

The cover provided under Section 5.1 is the minimum required by law in the country **You** are visiting from those stated above or any other country **We** agree to. Where this cover is less than the **Minimum Cover** provided in Ireland, then the **Minimum Cover** required in Ireland will apply.

Please note that the above information may change, therefore **You** must check the latest information with **Your Broker** before **You** travel.

5.2 Extended Cover

We will insure **Your Motorcycle** for the same level of cover as shown in **Your** current **Policy Schedule** in any of the countries as set out in Section 5.1 provided that all of the following applies:

1. That travel is for Social, Domestic and Pleasure purposes only;
2. That **Your** permanent residence is within the **Territorial Limits**;
3. That **Your Motorcycle** is taxed and registered within the **Territorial Limits** and is also normally kept within the **Territorial Limits**;
4. That travel outside of the **Territorial Limits** is of a temporary nature (such as a holiday) and does not exceed 90 days in any one **Period of Insurance**.

5.2.1 Motorcycle Transportation

Cover also applies when **Your Motorcycle** is being transported between any of the countries stated above by rail or any recognised sea route by ferry (including loading and unloading) as long as transportation does not exceed 65 hours in any one journey.

Section 6 – No Claim Bonus

If a claim has not been made

If a claim has not been made against this policy in the current **Period of Insurance** on an annual contract, **We** will apply a discount on **Your** renewal premium for the next **Period of Insurance** which is known as a no claim bonus (please note this does not guarantee that **Your** overall premium will be less than the previous **Period of Insurance**).

Please note that a maximum discount applies (**Your Broker** can advise what our current discount scale is). **Your** no claim bonus entitlement is not transferable to any other person.

If a claim has been made

If a claim has been made against this policy during the current **Period of Insurance**, **We** will reduce **Your** no claim bonus entitlement as per the applicable scale below:

If **Your** no claim bonus is NOT protected:

| NCB level before a claim | NCB level at next renewal following: | |
|--------------------------|--------------------------------------|------------------|
| | 1 claim | 2 claims or more |
| 4+ | 2 | 0 |
| 3 | 1 | 0 |
| 2 | 0 | 0 |
| 1 | 0 | 0 |
| 0 | 0 | 0 |

If **Your no claim bonus IS protected:**

If **You** have paid for this option and it is shown in **Your Policy Schedule**, **Your** no claim bonus entitlement (as at last renewal) is protected unless more than two claims are made against this policy within four continuous periods of insurance. If more than two claims have been made within this period, then **Your** no claim bonus will be reduced as per the scale below:

| Current NCB level | NCB level at next renewal following: | |
|-------------------|--------------------------------------|--------------------------------------|
| | 3 claims in the last 4 years | 4 claims or more in the last 4 years |
| 4+ | 2 | 0 |
| 3 | 1 | 0 |

If an incident occurs after **We** have confirmed **Your** renewal premium but before the expiry date of the current **Period of Insurance**, **We** are entitled to take back any additional discount given to **You** if a claim is made and also reduce **Your** no claim bonus entitlement in accordance with whichever of the above scales apply.

Please note that this is a no claim not a no blame bonus. If an incident occurs where another party is responsible and **We** have to make a payment, **Your** no claim bonus entitlement will be reduced at next renewal in accordance with the applicable scale above unless **We** successfully make a full recovery of our losses from those responsible.

General Exclusions

1. Use and Riders

We will not pay for any loss, damage, injury, death or any other liability caused in any of the following circumstances whilst **Your Motorcycle** is being used, ridden, or in the charge of for that purpose:

- a. For a use not specified or permitted on **Your Certificate of Insurance**;
- b. For pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
- c. On the Nurburgring Nordschleife, or any sections of road without speed limits;
- d. For racing, formally or informally, against another motorist whether on a road or track;
- e. By any person who is not stated in the “persons or classes of persons entitled to drive” section on **Your Certificate of Insurance** unless **Your Motorcycle** has been stolen;
- f. By a person who does not hold a valid riding licence or is disqualified from riding;
- g. By a person who holds a riding licence but is not complying with any terms or conditions that may apply to that licence;
- h. When carrying a passenger while **You** hold a Learner Permit;
- i. With a load or a number of passengers which is unsafe or illegal;
- j. When carrying a load which is not secure;
- k. When **You** have hired the **Motorcycle** to someone else, regardless of the purpose for which that person is using the **Motorcycle**.

2. Deliberate Acts

We will not be liable for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of **Your Motorcycle**:

- a. To cause damage to other vehicles or property; and/or
- b. To cause injury to any person and/or to put any person(s) in fear of injury.

3. Drink and Drugs

We will not provide any cover under this policy (other than any obligations **We** must meet as required by **Road Traffic Law**), if an accident occurs whilst **You** or any other insured person:

- a. Is found to be over the prescribed limit for alcohol;
- b. Is riding whilst unfit through drink or drugs, whether prescribed or otherwise;
- c. Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

4. Other Contracts

We will not pay for any liability **You** have under an agreement or contract unless **You** would be liable anyway if the agreement or contract did not exist.

5. War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- a. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
- b. Earthquake;
- c. We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

However, **We** will provide any liability that is required under **Road Traffic Law**.

6. Nuclear/Radioactive Contamination

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- a. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
- b. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

7. Pollution
We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination.
8. Hazardous Goods
We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.
9. Airport Use
We will not pay for any loss, damage or liability arising whilst **Your Motorcycle** or any other **Motorcycle** covered by this policy is in:
 - a. Any place where aircraft take off, land or park including any associated service roads;
 - b. A refuelling area, ground equipment areas or the Customs examination areas of international airports.
10. Sonic Bangs
We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
11. Criminal Acts
We will not pay for any loss, damage or liability caused whilst **Your Motorcycle** is being used by **You** or any other insured person:
 - a. In the course or furtherance of a crime; or
 - b. As a means to escape from, or avoidance of, lawful apprehension.

General Conditions

1. Your duty: policy terms and information

We will only provide the cover as set out in this policy if:

- a. **You** and all other insured persons keep to the terms and conditions as set out in this document;
- b. All the answers to the questions asked on the **Proposal Form** and/or **Statement of Fact** declaration is true to the best of **Your** knowledge and belief, and that **You** have not misrepresented any such information **You** have supplied.

If any of the above conditions are not met then **We** may reject a claim in full, reduce the payment of a claim or **Your** policy may be cancelled or treated as if it never existed.

2. Safety and security of Your Motorcycle

You, and any other person insured by this policy, must take all reasonable precautions to:

- a. Keep **Your Motorcycle** in a safe and roadworthy condition;
- b. Protect **Your Motorcycle** from loss or damage;
- c. Ensure that it has been serviced regularly in line with the manufacturer's recommendations.

3. Storage of Your Motorcycle

If **You** have declared that you will keep **Your Motorcycle** in **Your** private **Garage**, locked building or shed at your home address, to which only **You** and anyone with **Your** permission have access. It is a condition of this policy if a theft or attempted theft of **Your Motorcycle** happens within a 500 metre radius of your home address when the vehicle is not locked in this **Garage**, locked building, or shed **We** will not pay the claim. This restriction does not apply to any loss or damage occurring whilst your motorcycle is parked away from your home during the course of a journey.

4. Other insurance

If any other insurance covers **You** for the same loss, damage or liability covered under this policy, **We** will only pay our share of the claim.

5. Changes in circumstances

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 Fact** we last issued. If any of these facts have changed you must let us know immediately otherwise cover may not operate.

6. Cancellation

By Us

We or **Your** authorised **Broker** have the right to cancel this policy at any time where there is a valid reason for doing so by giving **You** 10 days' notice in writing. A cancellation letter will be sent to the latest address **We** have for **You** and will set out the reason for cancellation.

Notification will also be sent to the Department of Transport and you should then send us your certificate of motor insurance. Valid reasons include but are not limited to:

- a. Where **Your Broker** has been unable to collect a premium payment. In this case they will contact **You** in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your** policy will be cancelled if payment is not received by the end of the cancellation notice period;
- b. Non-receipt of requested documentation such as a copy of **Your** riding licence or evidence of no claim bonus. In this case **Your Broker** will ask **You** to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. **Your** policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- c. Where **You** have deliberately or recklessly misrepresented any information **You** have supplied or withheld any information which **We** or **Your Broker** have asked for;
- d. Where you have not told **Us** about any changes to the information when asked at the time of quotation, when **You** took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to **Us**.
- e. Where **We** reasonably suspect or have evidence of criminal or fraudulent activity.

If **We** cancel **Your** policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter **Your Broker** will send to **You**.

If **We** cancel due to non-receipt of any documentation **We** have requested, **We** will refund the unexpired portion of the annual premium **You** have already paid, unless there has been a claim in the current insurance period.

If **We** cancel due to **Your** deliberate or reckless misrepresentation of any information **You** may not be entitled to any premium refund.

By You

To cancel the policy, just advise us 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 after we charge the administration fee.

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

No refund will be allowed when the policy has been subject to a claim, unless it is cancelled during the 14 working day cooling off period.

Cooling Off Period - Your right of cancellation

Once **You** have entered into this insurance contract with **Us**, **You** are entitled to 14 working days to decide whether **You** wish to proceed. This 14 working day period will commence from either the inception date of the contract or the date on which **You** receive the full terms and conditions of the contract, whichever is later.

7. Claims Handling

- a. **You** must tell **Us** without delay about any event that could lead to a claim.
- b. **You** must immediately send **Us** unanswered any letter, claim, writ or summons **You** receive together with a completed accident report form.
- c. **You** must give **Us** all the information and assistance **We** require to deal with the claim and **You** or the person riding must not accept responsibility for any claim against **You** or make any offer or promise to pay a claim.
- d. **You** must fully co-operate with any third party service providers **We** (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to **You** upon request.
- e. **We** are entitled to take over, defend or settle any claim under this policy in the name of **You** or any other person covered by this policy and **We** are entitled to take legal action in any such name to recover any payments **We** make.

8. Right of recovery

If **We** are required to pay a claim under **Road Traffic Law** or the law of any country in which this policy operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which **We** would not otherwise be liable to pay had the law not existed, **We** shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) **We** make from **You** if **You** or any other insured person:

- a. Caused the loss directly or indirectly;
- b. Caused or permitted the **Motorcycle** to be driven by an uninsured rider;
- c. Through act or omission, caused this insurance to be invalid.

9. Electronic service

In the event that **We** bring proceedings against **You** as a result of any act or omission by **You** in relation to this policy **We** may, at our discretion, serve proceedings upon **You** by email utilising the email address **You** provided to **Us** when taking out this policy or such other email address **You** notify to **Us** in writing from time to time.

10. Misrepresentation and Deception

Definitions:

- Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.
- All 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:

- Avoid the contract and return your premium if we would not have entered into the contract under any terms.
- If we would have entered the contract but on different terms, treat the contract as if those different terms apply.
- 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) involved 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; or
- 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.

Complaints

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

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

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

- email: 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

Making a Claim

What to do in the event of an accident, fire or theft

1. Gather the details of any other party or parties involved (if applicable) including their name, address, **Vehicle** registration number or third party property, insurance company, and contact number
2. Contact our 24/7 claims assist line on 0818 945 948
3. Please have **Your** policy number ready when contacting **Us**.

Please note: if **Your Motorcycle** has been involved in an incident involving theft or attempted theft then **You** must also notify the An Garda Siochana immediately and obtain a crime reference number.

In the event that **Your Motorcycle** is declared a total loss, an independent engineer will be instructed by **Us** who will carry out a comprehensive report of the damage sustained to **Your Motorcycle** and provide a valuation.

We may also appoint other authorised suppliers to assist in dealing with **Your** claim and **We** are happy to provide **You** with their full contact details, and the capacity in which they are acting, upon request.