

Motorcycle Insurance Documents



CAROLE NASH
The care it deserves

Useful Numbers and Information

CUSTOMER SERVICES

If **you** have any queries regarding this **policy**, please contact **us**:

Phone: 1800 298 551

Email: emerald@carolenash.ie

MAKING A CLAIM

Should **you** be in the unfortunate position of having to make a claim, simply call **your insurer** as specified in **your Policy Schedule**. Insurer contact details can also be found on page 24 of this document.

For more details please refer to page 11 and 24

BREAKDOWN ASSISTANCE

Should **you** need to use breakdown assistance under the terms of this **policy**, simply call the number below:

In Ireland: 090 645 1972

In the UK: 0800 093 5318

Rest of Europe: 0044 1737 826 112

More information can be found on page 18

LEGAL EXPENSES COVER

An **insured person** can contact **us** 24 hours a day, seven days a week during the period of insurance.

However, **we** may need to arrange to call the **insured person** back depending on their enquiry. All helplines apply to the Republic of Ireland. To help **us** check and improve **our** service standards, **we** may record all calls.

When phoning, please tell **us your** policy number or the name of the scheme you are in.

Please do not phone **us** to report a general insurance claim.

Advice helpline, call 0818 670747 when **you** require advice

FOREIGN USE

Should **you** wish to travel to a country outside the EU which is not listed in this **policy**, or **you** wish to travel with **your motorcycle** overseas for longer than 90 days, please call us on 0818 670747.

More information can be found on page 7

Important Information

CHANGES IN YOUR CIRCUMSTANCES

You must tell Carole Nash Insurance immediately about any changes to the information set out in the **Statement of Fact, Certificate of Motor Insurance** or on **your Policy Schedule**.

More information can be found on page 13

DATA PROTECTION

Please check **your insurers'** privacy notice on the **Policy Schedule** for more information on how they use **your** information.

FINANCE ACT 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with Section 113 of the Finance Act 1990.

INSURANCE ACT 1936

All money which is paid or may be paid by **us** to **you** under this **policy** will be paid in the Republic of Ireland.

Welcome

Thank you for arranging **your motorcycle** insurance through Carole Nash, we hope **you** find this booklet useful in ensuring you get the most out of **your** insurance policy.

Contained within this booklet is information about **your policy** cover. Please take time to read the policy wordings and **your** Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about **your policy**.

If **you** have any queries regarding this **policy**, please contact **us**:

Phone: 1800 298 551

E-mail: emerald@carolenash.ie

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Contract of Motorcycle Insurance

Details of **your Insurer** can be located in **your Policy Schedule**.

We will provide insurance under the terms, exceptions, **conditions** and **endorsements** of this **policy**, during any period for which **we** have accepted **your** premium. Please take time to read through **your** documents which contain important information about the details **you** have given. Unless **we** have agreed otherwise, Irish law will apply.

Signed on behalf of Carole Nash Insurance Consultants (Ireland) DAC



Colm Tully
Managing Director
Carole Nash Insurance Consultants (Ireland) DAC

Motorcycle Insurance Policy Wording

DEFINITIONS

With the exception of the Legal Expenses policy and Irish and European Breakdown Recovery policy, the following words or phrases have the meanings given below whenever they appear in the main **Motorcycle Insurance policy** wording. These will be shown in **bold**.

Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a motorcycle. This definition includes top boxes, tank bags and other luggage carriers while fitted to **your motorcycle** but does not include telephone, audio, navigation equipment, helmets or clothing.

Agreed Value (if applicable)

This is the amount shown in the **Policy Schedule**, which represents the value of **your motorcycle**. This is the most **we** will pay **you** if **your motorcycle** is lost, totally destroyed or where the cost of repairs is greater than the **agreed value**.

Note: **Agreed value** can be considered only if **you** have submitted all necessary photographs and completed the valuation form (and provide an independent valuation if requested by us) and these have been received and accepted by Carole Nash Insurance Consultants (Ireland) DAC. If this documentation has not been received and **your motorcycle** is lost, totally destroyed or damaged, the most **we** will pay will be the **market value**.

Bodily Injury

Physical injury caused solely and directly by a sudden external unforeseen and identifiable accident, event or assault.

Burns

Full thickness burn or burns (2nd or 3rd degree) to an area greater than 10% **your** total body skin surface as confirmed by a **medical practitioner** or **expert medical specialist**.

Certificate of Motor Insurance

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

Conditions

These describe **your** responsibilities and the procedures that **you** must follow. Failure to meet with **policy conditions** could mean that **you** do not have the full protection of **your policy** and that **we** may refuse to deal with **your** claim or reduce the amount of any claim payment.

Counselling

Recognised talking therapy treatments undertaken by a registered counsellor in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Dental Injury

Damage as confirmed by a practicing dentist to **your** sound and natural teeth and supporting structures including damage to **your** denture whilst being worn.

Dental Treatment

Treatment carried out in accordance with an accepted and established dental practice in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands to restore the state of **your** sound and natural teeth or denture on a like for like basis.

Denture

A full or partial set of artificial teeth fixed to a removable dental plate.

Dislocation

An abnormal separation where two or more bones meet **your** hip, knee, wrist, elbow, ankle, shoulder blade, collar bone, finger or toe joint or joints which requires reduction under anaesthetic as confirmed by a **medical practitioner** or **expert medical specialist**.

Endorsement

A change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the **Policy Schedule**.

Excess

The amount **you** must pay towards any claim.

Expert medical Specialist

A person other than **you** or a member of **your** immediate family or an employee of **yours** who is qualified as a consultant in the branch of medicine to which the bodily injury relates.

Facial Scarring

Permanent facial disfigurement causing scar tissue in the area from the hairline to and including the lower jaw and ears.

Fracture

A break of a bone in the body identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a **medical practitioner** or **expert medical specialist**.

Hospitalisation or Hospitalised

Being admitted to a hospital as an inpatient in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands for medical, surgical or other remedial attention, treatment or diagnosis by a **medical practitioner**, or in a continuous unconscious state.

Insurer/we/our/us

The **Insurer** described in the **Policy Schedule**.

Loss of Hearing

Total loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an **expert medical practitioner** will not be recovered.

Loss of Limb or Limbs

The complete loss of a limb or limbs by physical separation of:

- an arm at or above the wrist
- leg at or above the ankle
- or the total loss of use of an arm or leg which in the opinion of an **expert medical specialist** will not be recovered.

Loss of sight

The permanent and total loss of sight that will be considered as having occurred:

- in both eyes if **your** name is added to the Register of Blind Persons or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning that you see at 3 feet what **you** should see at 60 feet).

Loss of Speech

The complete loss of speech that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Market Value

The cost of replacing **your motorcycle** with one of the same make, model, specification, mileage and age, and which is in the same condition **your motorcycle** was in immediately before the loss, total destruction or damage **you** are claiming for.

Medical Practitioner

A person other than **you** or a member of **your** family or an employee of **yours** who is qualified and licensed to practice medicine.

Motorcycle Protective Clothing

Specialist motorcycle leathers, jackets, trousers, helmets including any motorcycle helmet camera, gloves and boots that **you** own or are legally responsible for.

Motorcycle Helmet Camera

A micro video camera or bullet camera mounted to a motorcycle helmet.

Your Motorcycle/Your Vehicle/Insured Vehicle

Any mechanically propelled vehicle with or without a sidecar that has less than four wheels as specified on the **Policy Schedule** or described in the current

Certificate of Motor Insurance.

Paraplegia

The total and permanent paralysis of two lower limbs, bladder and rectum which in the opinion of an expert medical specialist will not be recovered.

Period of Insurance

The period of time covered by this insurance (as shown in the **Certificate of Motor Insurance** and **your Policy Schedule**).

Permanent Partial Disability

The permanent and total loss of use of a shoulder, elbow, hip, knee, ankle or wrist or the physical separation or total loss of use of a finger or fingers or toe or toes which has lasted 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

Permanent Total Disablement

Disablement which has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will prevent **you** from engaging in gainful employment of any and every kind for the remainder of **your** life.

Physiotherapy

The recognised treatments performed by a registered physiotherapist in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands to improve functional movement.

Policy

The contract between **us** and **you** which is made up of the current **Policy Schedule**, **Certificate of Motor Insurance**, or **Statement of Fact** and this booklet.

Policy Schedule

This provides details of **you**, **your motorcycle** and the insurance protection provided to **you**.

Quadriplegia

The total and permanent paralysis of all four limbs which in the opinion of an **expert medical specialist** will not be recovered.

Race Track

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

Sound and Natural Teeth

Non-restored teeth that show no sign of being pathologically compromised, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.

Statement of Fact

The document completed by **you** or on **your** behalf which contains information **you** gave at the time the

insurance was arranged and on which **we** have relied in providing this insurance.

Territorial Limits

Unless otherwise specified in the policy wording, **we** will provide cover as set out in the **policy schedule** for events which happen during the **period of**

Your Cover

Your current **Policy Schedule** shows the cover applicable to **your policy**

Section	Cover Provided	Comprehensive	Third Party Fire & Theft	Third Party Only	Page
Section 1	Liability to Others	✓	✓	✓	4
Section 2	Cover for Fire & Theft	✓	✓	✗	5
Section 3	Damage to your motorcycle	✓	✗	✗	5
Section 4	Foreign Use	✓	✓	✓	6
Optional Cover	Loss or damage to Helmet & Leathers	Optional	Optional	Optional	8
Optional Cover	Personal accident benefit in the event of death or specified injuries	Optional	Optional	Optional	8
Sections 5,6,7	Legal expenses cover, in the event of an accident that is not your fault	✓	✓	✓	14
Sections 8,9	Irish, UK & European accident breakdown recovery, including Homestart	✓	✓	✓	18

Section 1 Liability to others

WHAT IS COVERED

Riding Your Motorcycle

We will insure **you** for all the amounts **you** may be legally liable to pay for:

- death or injury to other people; or
- damaging property (**we** will pay up to €30,000,000 including legal costs for any claim or claims arising from one incident);

as a result of any accident **you** have while **you** are riding, using or in charge of **your motorcycle**, during the **period of insurance**.

Riding Other Motorcycles

We will also provide the cover shown above (if this is specified in **your Certificate of Motor Insurance**) for **you** to ride any **motorcycle** that **you** do not own and have not hired under a hire purchase or leasing agreement, as long as **you** have the owner's permission to ride it and providing the motorcycle is

insurance in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

You/Your/Policyholder

The person described as the **Insured** on the current **Certificate of Motor Insurance**.

road legal and insured.

You are not insured against the following:

- any loss or damage to the **motorcycle you** are riding.
- any event which occurs outside of the **territorial limits**.
- any event which occurs when this **policy** is not in the name of an individual person.
- any liability if **you** are not riding the **motorcycle**.
- securing the release of a **motorcycle** which has been seized or confiscated by, or on behalf of, any government or public authority.
- any liability unless the owner or keeper of the **motorcycle you** are riding has arranged his/her own insurance separate to this **policy**.

Other People Riding or Using Your Motorcycle

The following people are also insured:

- any person **you** allow to ride or use **your motorcycle**, as long as this is allowed by **your** current **Certificate of Motor Insurance** and has not been excluded by an **endorsement**, exception or **condition**.

- any person who causes an accident while travelling on or getting on or off **your motorcycle**.

Business Use

If **your certificate of motor insurance** allows business use, **we** will insure **your** employer against the events shown under 'Riding **your motorcycle**' while **you** are working for that employer, but not while using a vehicle provided by the employer unless that vehicle is shown in the **Policy Schedule**.

Legal Personal Representatives

After the death of anyone who is covered by this insurance, **we** will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Legal Costs

In respect of any occurrence which may be the subject of indemnity under this section **we** will pay:

- the solicitor's fee for representation at any Coroner's inquest in respect of any death.
- the solicitor's fee for defending any proceedings in any Court of Summary Jurisdiction.
- the cost of legal services up to €2,000 for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm.
- claimant's costs and expenses.
- all other costs and expenses incurred with the written consent of the **Insurer**.

WHAT IS NOT COVERED

These exclusions apply to the whole of Section 1 - Liability to others.

- Liability for death or bodily injury to any employee of the **policyholder**, arising during the course of their employment or by any other person claiming under this insurance, except where **we** need to provide cover due to the requirements of the law.
- loss of, or damage to any property belonging to (or in the care of) any person claiming under this Section of the insurance.
- anyone covered by any other insurance.
- loss of or damage to any **motorcycle** or trailer covered under this insurance.

Section 2 Cover for Fire & Theft

WHAT IS COVERED

If **your motorcycle** or its **accessories** are lost or damaged by fire, theft or attempted theft during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment. The

maximum amount **we** will pay is either the lower amount of:

- the **market value**; or
- the estimated value of **your motorcycle** or the **accessory** shown in the **Policy Schedule**.

Alternatively if **your motorcycle** is insured on an **agreed value** basis (as stated in the **Policy Schedule**) payment will be issued up to or the same as this amount.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

If **your motorcycle** is insured on an **agreed value** basis in the event of a total loss **you** will be given the option to purchase any remaining salvage at the amount **your motorcycle** will attract on the open market in its damaged condition.

If **your motorcycle** claim is settled on a **market value/estimated value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **Insurer**.

WHAT IS NOT COVERED

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- loss of use.
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this section.
- loss or damage caused by deception.
- theft as a result of keys remaining in or on **your motorcycle** whilst it is unattended.
- loss or damage to any **accessory** which is not permanently attached to **your motorcycle** at the time of the loss.
- loss of or damage to **accessories** unless **your motorcycle** is damaged or stolen at the same time.
- theft or unauthorised taking of the **motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**.
- loss of or damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**.
- loss of or damage to trailers.
- loss or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body.
- loss or damage from taking **your motorcycle** and returning to its legal owner.

Section 3 Damage to Your Motorcycle

WHAT IS COVERED

If **your motorcycle** or its **accessories** are accidentally or maliciously damaged or vandalised during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment. The maximum amount we will pay is either the lower amount of:

- the **market value**; or
- the estimated value of **your motorcycle** or the **accessory** shown in the **Policy Schedule**.

Alternatively if **your motorcycle** is insured on an **agreed value** basis (as stated in the **Policy Schedule**) payment will be issued up to or the same as this amount.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

If **your motorcycle** is insured on an **agreed value** basis in the event of a total loss **you** will be given the option to purchase any remaining salvage at the amount **your motorcycle** will attract on the open market in its damaged condition.

If **your motorcycle** claim is settled on a **market value**/estimated value basis in the event of a total loss the salvage/**motorcycle** will become the property of the **Insurer**.

WHAT IS NOT COVERED

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres by braking, punctures, cuts or bursts.
- loss of use.
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this section.
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle** at the time of the loss.
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, animals, insects, mildew or fungus.
- damage caused by frost, smog or any gradual process.
- loss or damage resulting from unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**.

- damage **you** or anybody insured under this **policy** has done deliberately.
- loss of or damage to **accessories** unless **your motorcycle** is damaged at the same time.
- damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**.
- loss of or damage to trailers.
- loss or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body.
- loss or damage from taking **your motorcycle** and returning to its legal owner.

Section 4 Foreign Use

We provide the minimum cover required by law to allow **you** to use **your motorcycle** in any of the following countries:

- any country, which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a **motorcycle**.

If **you** have Third Party Fire and Theft or Comprehensive cover in place, **your** insurance will also extend to cover the following while you are visiting these countries:

- **your motorcycle** being moved (including loading and unloading) by sea or rail between the countries where **you** have cover.
- in the event of any incident which results in a claim under Section 2 - Cover for fire and theft, or Section 3 Damage to **your motorcycle**:
 - the cost of delivering **your motorcycle** to **you** or to **your** home in the Republic of Ireland after necessary repairs have been finished; or
 - foreign customs duty **you** must pay because damage to **your motorcycle** prevents its return to the Republic of Ireland.
- General Average and Salvage charges if **you** are liable.

We will only provide this cover if **your** permanent home is in the Republic of Ireland.

COVER

Cover does not apply outside of the **territorial limits**, when **you** are riding a **motorcycle** that **you** do not own or have hired under a hire purchase or leasing agreement.

Important: The length of time that **we** will give cover for under this section in any one **period of**

insurance is limited to 90 days. If **you** are travelling for more than 90 days or **you** are travelling to any other country that is not listed in this section **you** must inform us. An additional premium may be payable. All trips must be of a temporary nature and **your** permanent home is in the Republic of Ireland.

Optional Covers Helmet & Leathers

This cover is applicable only if it is included as active on **your Policy Schedule**.

WHAT IS COVERED

We will pay up to €1,500 for loss or damage to **motorcycle protective clothing** that is damaged following a motorcycle accident that occurs whilst **you** are legally riding, mounting or dismounting or undertaking emergency roadside repairs to the **motorcycle** insured under this motorcycle policy during the period of insurance.

We or **our** representatives will be entitled to take possession of any damaged **motorcycle protective clothing** and deal with any salvage, but no items can be abandoned to **us**.

WHAT IS NOT COVERED

1. The first €75 of any claim.
2. Theft of **motorcycle protective clothing**.
3. Loss or damage caused solely by deterioration or wear and tear.
4. Loss or damage unless caused as a result of a motorcycle accident.
5. Loss or damage caused whilst participating in any racing, rallies, competitions, speed tests, time trials or the like.
6. Loss or damage while you are serving a ban from holding a motorcycle licence.
7. Loss or damage to the motorcycle helmet camera if it is not mounted to a helmet.

TERRITORIAL LIMITS

We will provide cover as set out in the **policy schedule** for events which happen during the period of insurance in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands and where cover has been provided under Section 4 - Foreign use.

HOW TO MAKE A CLAIM

When **you** become aware of an incident that could lead to a claim you must notify the **insurer** specified in your **policy schedule** as soon as reasonably possible and follow any instructions provided to **you**. The details of who to contact can be found on page 24 of this policy booklet.

CLAIMS SETTLEMENT

1. In the event of loss or damage to separate jackets or trousers forming part of a set, **we** will not pay more than the value of the individual article that is damaged.
2. **We** will decide whether to pay the cost of repairing **motorcycle protective clothing** or replace as new (if damaged beyond economical repair).
3. **You** must be able to provide proof of purchase in respect of any item which is the subject of a claim against this policy.
4. **You** must at your own expense provide **us** with any reports, certificates, information and evidence that **we** ask for in support of **your** claim and do so in the manner **we** request.

Personal Accident

This cover is applicable only if it is included as active on **your Policy Schedule**

WHAT IS COVERED

We will pay the following benefit if **you** suffer bodily injury as a result of an accident whilst legally riding or mounting or dismounting or undertaking emergency roadside repairs to the **motorcycle** insured under this policy during the **period of insurance** and which within 104 weeks of the date of incident solely and independently of any other cause results in any of the conditions listed.

Please refer to the table on the following page for the full list of personal accident benefits.

Personal Accident Table of Benefits

Condition resulting from the Bodily Injury	The Benefit Payable
1. Death	€20,000
2. Permanent total disablement	€20,000
3. Loss of sight:	
i. in one eye	€20,000
ii. in both eyes	€20,000
4. Loss of limb or limbs	€20,000
5. Loss of speech	€20,000
6. Loss of hearing:	
i. in one ear	€5,000
ii. in both ears	€20,000
7. Permanent partial disability resulting in: Loss of or loss of use of	
i. a shoulder, elbow, hip, knee, ankle or wrist	€6,650
ii. one or more fingers (at least one complete bone)	€2,000
iii. one or both thumbs (at least one complete bone)	€3,975
iv. one or both big toes (at least one complete bone)	€2,650
v. one or more other toes (at least one complete bone)	€2,000
(Subject to a maximum of €6,650 per accident event in total)	
8. Paraplegia	€24,000
9. Quadriplegia	€27,950
10. Hospitalisation Benefit for each night you are hospitalised (Subject to a maximum of €1,400 per accident event in total)	€70
11. Fracture	
i. to the wrist or one or more bones in the arm	€475
ii. to the ankle or one or more bones in the leg or pelvis	€665
iii. to facial bones or lower jaw	€665
iv. to finger(s) or toe(s)	€70
(Subject to a maximum of €665 per accident event in total)	
12. Dislocation	
i. hip	€665
ii. knee	€400
iii. wrist or elbow	€265
iv. ankle, shoulder blade or collar bone	€200
v. finger(s), toe(s) or jaw	€70
(Subject to a maximum of €665 per accident event in total)	
13. Facial scarring	
i. scarring of 2 centimetres to 5 centimetres in length	€325
ii. scarring of over 5 centimetres in length	€665
(Subject to a maximum of €665 per accident event in total)	
14. Burns	€6,650
15. Dental Injury	Up to €325
16. Physiotherapy	Up to €665
17. Counselling	Up to €325

If more than one benefit is payable for injuries **you** sustain in a single incident that gives rise to a claim, the maximum total amount **we** will pay for all benefits shall not exceed €27,950.

The following limits apply to each physiotherapy treatment and counselling appointments:

- If **you** require **physiotherapy** as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of **permanent total disablement, loss of limb or limbs, permanent partial disablement, paraplegia, quadriplegia, fracture, dislocation or burns we** will pay you up to €100 for each **physiotherapy** appointment subject to an overall maximum of the applicable benefit as specified in the Table of Benefits.
- If **you** require counselling as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of **permanent total disablement, loss of sight, loss of limb or limbs, loss of speech, loss of hearing, permanent partial disablement, paraplegia, quadriplegia, facial scarring or burns we** will pay you up to €100 for each **counselling** appointment subject to an overall maximum of the applicable benefit as specified in the Table of Benefits.

WHAT IS NOT COVERED

We will not pay benefit for bodily injury directly or indirectly caused by or contributed to or arising from:

- Your** use of a **motorcycle** for any business trade commercial or professional purposes including but not limited to use as a courier, despatch rider, fast food delivery rider.
- You** committing or attempting to commit suicide or intentional self injury.
- Any sickness illness or disease.
- Pregnancy or childbirth.
- You** committing a criminal or unlawful act.
- You** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a medical practitioner.
- Deliberate exposure to danger except in an attempt to save human life.
- Muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the **period of insurance** and which is not aggravated by any previous muscular or skeletal condition or injury.
- Your** participation in active service in any armed forces the Territorial Army and other reserve services whether war be declared or not.
- We** will not pay benefit for any fracture of a bone

due to Osteoporosis (thinning of the bone which is out of proportion to the insured person's age) or bone disease diagnosed prior to the **period of insurance**.

We will not pay benefit arising from bodily injury **you** sustain on or after **your** 85th birthday.

TERRITORIAL LIMITS

We will provide cover as set out in the **policy schedule** for events which happen during the **period of insurance** in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands and where cover has been provided under Section 4 – Foreign use.

HOW TO MAKE A CLAIM

When **you** become aware of an incident that could lead to a claim you must notify the **insurer** specified in your **policy schedule** as soon as reasonably possible and follow any instructions provided to **you**. The details of who to contact can be found on page 24 of this policy booklet.

ADDITIONAL CLAIMS CONDITIONS

- You** must place yourself under the care of a **medical practitioner** and follow their advice.
- You** must, at your expense, provide **us** with any reports, certificates, information and evidence that **we** ask for in support of **your** claim and do so in the manner **we** request.
- If **we** request it **you** must undergo medical examination at **our** expense.
- No amount payable will bear interest

General Exceptions

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

- any liability, accident, injury, loss or damage that happens while any **motorcycle** covered by this insurance is:
 - being used for a purpose which the **motorcycle** is not insured for;
 - in the charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to ride;
 - in the charge of anyone who is excluded from riding by an **endorsement**;
 - being ridden by or in the charge of anyone who does not have a driving licence and or a valid Initial Basic Training (IBT) certificate if required;
 - being ridden by or in the charge of anyone who is disqualified from riding, who has not held a driving licence or who is prevented by law from holding one;
 - being ridden by or in the charge of anyone who

does not meet the terms and **conditions** of their driving licence;

- being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance;
- being used to carry passengers or goods in a way likely to affect the safe riding or control of **your motorcycle**;
- being used on a **race track** or off road activity of any description or derestricted toll roads such as the Nurburgring.
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- any loss, damage, injury, or liability directly or indirectly caused by:
 - war, invasion, any act of terrorism, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the compulsory motor insurance law);
 - an act of terrorism as the use or threatened use of any action, force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public;
 - incidents caused by riot or civil unrest outside of England, Republic of Ireland, Northern Ireland, Scotland, Wales, the Isle of Man or the Channel islands;
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods (except where **we** need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the **territorial limits** (apart from where cover is provided under Section 4 - Foreign use, or unless **you** have paid an extra premium to extend **your** cover).
- any proceedings brought against **you** outside the Republic of Ireland, unless they result from using **your motorcycle** in a country which **we** have agreed to extend this insurance to cover.
- any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden;
- identifiable;
- unintended; or
- unexpected.

The pollution caused by one incident will be considered to have occurred at the time the incident took place.

This exception does not apply if any compulsory motor insurance law says **we** must provide this cover.

Any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to ride **your motorcycle** is:

- found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred
- Is riding whilst unfit through drink or drugs, whether prescribed or otherwise,
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Policy Conditions

You must comply with the following **conditions** to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. No Claims Bonus

If a no claims bonus applies to **your policy** and **you** or anyone else does not make a claim under this insurance, **we** will discount your renewal premium in line with the scale of no claim bonus which applies at the time. An **endorsement** on **your Policy Schedule** will indicate whether a no claims bonus applies, and the number of years' discount **you** are entitled will be displayed on the statement of no claims bonus at renewal.

2. How to Make a Claim

You must notify **your insurer** within a reasonable timeframe after any damage or accident which might result in a claim under this **policy**. The details of who to contact can be found on page 24 of this policy document.

You must also let An Garda Síochána know immediately or at the latest within 24 hours of:

- an event which injures a person or animal,
- if **your** motorcycle is stolen, or
- if it is damaged maliciously or as a result of attempted theft.

You should not admit responsibility for an accident. **You** should take the registration numbers of all vehicles involved and the insurer's name and policy

number (this should be on the insurance disc on the vehicle's windscreen).

You should also take the names and addresses of the other people involved and give them **your** details. **You** should take the name, address and contact numbers for any witness to the accident.

You must also immediately:

- send **us** all correspondence **you** receive regarding the accident without answering it, and
- advise **us** in writing of any prosecution once **you** become aware of it.

3. Defending or Settling the Claim

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **policy**.

We can carry out the defence or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

We can also take legal action in **your** name or the name of any other person covered by this policy, to recover any payment **we** have made under this policy, other than a payment in respect of a personal accident benefit.

You must give **us** all the information and help **we** need to deal with the claim.

4. Total Loss Claim

In the event of a total loss, if the motorcycle is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your** motorcycle directly to the owner described in the agreement. If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining balance of the agreed settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

5. Other Insurance

If **you** were covered by any other insurance for the incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

6. Reasonable Precautions

You must take all reasonable steps to keep **your motorcycle** in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking **your motorcycle** without **your** permission. **Your motorcycle** must be kept or used with a valid Department of Environment (N.C.T.) certificate, if one is needed. **You** must also keep to all legal regulations relating to **your motorcycle** and its ownership. **You** must allow **us** to examine **your motorcycle** whenever **we** ask. **You** must take all reasonable steps to protect the

motorcycle protective clothing and keep them in good condition.

7. Keeping to the Terms of This Policy

We will only give **you** the cover that is described in this **policy**, if any person claiming has met with all its terms and **conditions** and endorsements, as far as they apply.

8. Failure to pay a premium instalment

If **you** fail to pay an instalment **you** will be charged a missed payment fee and be given a notice of cancellation. If payment is not made within the period of this notice, the **policy** will be cancelled and **you** will be charged for the number of days cover that has been provided plus a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

9. Cooling Off Period

You have 14 working days from when **you** receive **your** policy documents or the commencement date of **your policy**, whichever is later, to write to Carole Nash Insurance Consultants (Ireland) DAC if **you** want to cancel **your policy**. This is known as a cooling-off period and it applies at New Business and Renewal, and once your contract is for a period of 30 days or longer. If **you** cancel **your policy** during this period of time, **you** will be charged proportionally for the period of time **you** were on cover.

10. Cancellation By You

Your insurance policy has been arranged for a period of 12 months and **you** are required to pay the full premium. If **you** cancel the insurance other than in accordance with policy Condition 9 'Cooling Off Period' and there has been no claim(s), **you** will be charged for the number of days cover that has been provided, details of which can be found in the Carole Nash Terms of Business.

Your insurance premium also include a payment for **your** Legal Expenses and Breakdown cover which Carole Nash have included as part of the Carole Nash product. If you cancel the insurance other than in accordance with policy Condition 9 'Cooling Off Period' and there has been no claim(s), you will be charged for the number of days cover that has been provided plus a cancellation fee, details of which can be found in the Carole Nash Terms of Business.

You may cancel **your** policy with immediate effect by notifying Carole Nash Insurance Consultants (Ireland) DAC by e-mail or by post. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

Please note **you** may only cancel the Legal Expenses and Breakdown cover if **you** cancel **your motorcycle** cover as cover is included as part of the Carole Nash product.

11. Our Right to Cancel

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** ten days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Changes in the information detailed on **your statement of fact** or **Policy Schedule** which may result in the risk no longer being acceptable to **us**.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover.

We will set out the reason for cancellation and **we** will return the premium for the **period of insurance** left to run.

You must return your current **certificate of insurance**.

12. Avoiding Certain Terms and Right of Recovery

We may have to pay a claim because the law of a country which this **policy** operates in says **we** must. If **we** would not have paid this claim otherwise, **we** can ask for a refund from **you** or the person responsible for causing the claim.

13. Changes in Your 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.

14. 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.

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**. If **we** do not terminate the contract **we** may give **you** notice that **we** will apply the the above remedies in the event of a claim.

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.

You must not act in a fraudulent way.

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.

15. Arbitration - Settlement of dispute

Any dispute relating to a claim between **you** and **us** under this **policy** will be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us**. If **we** cannot agree, an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. If the disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Legal Expenses Policy

Your Legal Expenses policy is provided by ARAG Legal Protection Limited, registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, a Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

As a ARAG policyholder, **you** are now protected by the Republic of Ireland's leading legal expenses insurer. If **you** are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need legal advice or need help with motoring emergencies, **we** are here to help you 24 hours a day, 365 days a year.

To make sure that **you** get the most from your ARAG cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact ARAG Legal Protection Limited.

IT WILL HELP **YOU** IF **YOU** KEEP THE FOLLOWING POINTS IN MIND:

AFTER A MOTOR ACCIDENT

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as **you** can, either by giving it to your insurance adviser or by sending it to **us** at the address below. If **you** are not sure what to do after an accident, call **our** Legal Advice Service.

HOW WE HELP YOU

Once **we** have accepted your claim, **we** aim to recover **your uninsured losses** from the other person who caused the accident. **Uninsured losses** could include the cost of repairing or replacing the insured vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover **your uninsured losses** or deal with motor contract disputes by appointing a lawyer to handle **your** claim. In most cases, **we** will choose the lawyer for **you**. If an **insured person** has been injured or killed **we** will help to deal with their compensation claim through the Personal Injuries Assessment Board (PIAB).

Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

If an **insured person** is prosecuted for a motoring offence, **we** will appoint a lawyer to represent them.

Send **your** claim to:

Claims Department
ARAG Legal Protection Limited.
Europa House
Harcourt Centre
Harcourt Street
Dublin
D02 WR20

Email: claims@arag.ie
Telephone: 01670 7470

IF YOU NEED ANY OTHER HELP FROM US

You can phone **us** at any time on 0818 670747 for legal advice on any personal legal problem or for help with general motoring emergencies.

WHEN WE CANNOT HELP

We will not be able to help **you** if **we** think there is little chance of recovering **your uninsured losses**. Please do not ask for help from a solicitor before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Legal advice service

We will give the **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser.

However if this is not possible they will arrange a call back at a time to suit the **insured person**.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer the **insured person** to one of **our** specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call the **insured person** back.

This is Your Arag Motor Legal Protection Plus Policy

We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the date of occurrence of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- in civil claims it is always more likely than not an **insured person** will recover damages (or other legal remedy) or make a successful defence.

DEFINITIONS

The following words have these meanings wherever they appear in this **policy** in **bold**:

Date of Occurrence

- For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- For motoring offences, the date of the motor offence an **insured person** is alleged to have committed. If there is more than one offence arising at different times, the date of occurrence is the date an insured person began, or is alleged to have begun, to break the law.

Personal Injuries Assessment Board (PIAB)

An independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury.

Insured Incidents

- Accident loss recovery and personal injury
- Motor legal defence
- Motor contract disputes

Insured Person(s)

You, and any passenger or driver who is in or on the **insured vehicle** with your permission. Anyone claiming under this **policy** must have your agreement to claim.

Insured Vehicle

The **vehicle** (below 7.5 tonnes total **vehicle** weight) specified in the motor insurance **policy** issued with this **policy**. It also includes any caravan or trailer attached to this **vehicle**.

Legal Costs

All reasonable and necessary costs charged by the representative on a party/party basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them or pays them with **our** agreement.

Period of Insurance

The period for which **we** have agreed to cover **you**

Representative

The lawyer, or other suitably qualified person, who has been appointed by **us** to act for an **insured person** in accordance with the terms of this **policy**.

Territorial Limit

For **insured incident** Accident loss recovery, Motor legal defence and personal injury, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey. For **insured incidents** Motor contract disputes, the Republic of Ireland.

Uninsured Losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance **policy** issued with this **policy**.

We, Us, Our

ARAG Legal Protection Limited.

You, Your

The person who has taken out this **policy**.

Insured Incidents

WHAT IS COVERED

Section 5 Accident Loss Recovery and Personal Injury

Legal costs incurred to recover uninsured losses after an event which:

- causes damage to the **insured vehicle** or to personal property in it; or
- injures or kills an **insured person** while he or she is in or on the **insured vehicle**; or
- injures or kills **you** while **you** are driving another motor car or motor cycle; or
- injures or kills **you** or any member of **your** family (who always live with you) as a passenger in a motor **vehicle**, a cyclist or a pedestrian.

Section 6 Motor Legal Defence

Legal costs incurred to defend an **insured person's** legal rights if they are prosecuted for an offence connected with the use or driving of an **insured vehicle**.

WHAT IS NOT COVERED

Parking offences.

Section 7 Motor Contract Disputes

Legal costs incurred in respect of a dispute arising from an agreement which **you** have for buying, selling, hiring or insuring an **insured vehicle** or its spare parts or accessories or the service, repair or testing of an **insured vehicle**.

Provided that:

- you** must have entered into the agreement during the period of insurance, and
- the amount in dispute must be more than €150.

WHAT IS NOT COVERED

Any claim relating to the settlement payable under an insurance policy (**we** will cover a dispute if your insurer refuses **your** claim, but not for a dispute over the amount of the claim).

WHAT IS COVERED

- If a **representative** is appointed by **us**, we will pay the **legal costs** for **insured incidents** under **your policy**.
- For **insured incidents** involving the death of or injury to an **insured person** we will pay the application fee required by the Personal Injuries Assessment Board (PIAB).
- For all **insured incidents** we will help in appealing or defending an appeal provided that the **insured person** tells **us** that he or she wants **us** to appeal within the statutory time limits allowed. Before **we** pay any legal costs for appeals, **we** must agree that it is more likely than not that the appeal will succeed.
- The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €130,000.

WHAT IS NOT COVERED

- A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- Any **legal costs** that are incurred before **we** agree to pay them.
- The **insured vehicle** being used by anyone who does not have valid motor insurance.
- Fines, damages or other penalties which an **insured person** is ordered to pay by a court or other authority.

- Any claim caused by, contributed to by or arising from:
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- Any disagreement with us that is not in Condition 7.
- The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).
- Any legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the insured person does anything that hinders us or the **representative**.
- Legal costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
- Any claim where the **insured person** settles or discontinues without consent from **us**.

CONDITIONS WHICH APPLY TO THE LEGAL EXPENSES POLICY

1. An insured person must:

- Keep to the terms and conditions of this **policy**;
- Try to prevent anything happening that may cause a claim;
- Take reasonable steps to keep any amount **we** have to pay as low as possible;
- Send everything **we** ask for, in writing;
- Give **us** full details in writing, of any claim.

2.

- We** can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
- An **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
 - **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - there is a conflict of interest.

We may choose not to accept an **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of

representative in these circumstances, the **insured person** may choose another suitably qualified person.

- c. In all circumstances except those in 2(b) above, **we** are free to choose a **representative**. Any **representative** will be appointed by **us** to represent the **insured person** according to our standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- d. **We** will have direct contact with the **representative**.
- e. An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
- f. An **insured person** must give the **representative** any instructions that **we** require.

3.

- a. An **insured person** must tell **us** if anyone offers to settle a claim.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **legal costs**.
- c. **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

4. An Insured Person Must:

- a. tell the **representative** to have the **legal costs** taxed, assessed or audited, if **we** ask for this;
- b. take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.

5.

If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

6.

Apart from **us**, **you** are the only person who may enforce all or any part of this **policy** and the rights and interests arising from or connected with it.

7.

If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through our internal complaints procedure the **insured person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement

over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

8.

We may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

9.

We will, at **our** discretion, void the **policy** (make it invalid) from the date of claim, or alleged claim, and/ or **we** will not pay the claim if:

- a. a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

10.

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other **policy** if this policy did not exist.

11.

This **policy** will be governed by Irish Law. All acts of the Oireachtas within the policy wording shall include any amendment or replacement legislation.

Privacy Statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to our full privacy statement.

Important Information

CLAIMS HELPLINE

Call 01670 7470 when **you** need to make a claim.

ADVICE HELPLINE

Call 0818 670747 when **you** require advice.

Irish, UK & European Breakdown Recovery Policy

Irish, UK and European roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance SA, directly and through its branches (and any AXA group companies IPA appoint), will provide and administer the Benefits and Services available under this policy. Inter Partner Assistance SA an insurance company regulated and authorised by the National Bank of Belgium, under number 0487, with registered office at Bd du Regent 7, 1000 Brussels, and Company number 0415.591.055. Inter Partner Assistance SA is authorised by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

AXA Assistance UK & AXA Assistance Ireland operate the 24 hour assistance helpline.

DEFINITIONS

The following words or phrases have the meanings given below whenever they appear in the **Breakdown** Assistance policy wording. These will be shown in bold.

Breakdown

Where the **insured vehicle** can not be ridden due to an electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

Insured Vehicle

Any vehicle specified in the **Policy Schedule** or described in the current **Certificate of Motor Insurance**.

The **insured vehicle** must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long; or
- 2.3 metres (7 feet 6 inches) wide.

This also includes any caravan or trailer attached to **your** motor vehicle (as long as it is no longer than 7.6 metres (25 feet) long, including the towbar).

Period of Insurance

The period shown in **your** current Certificate of Motor Insurance.

Territorial Limit

The **territorial limit** for Section 8 is Republic of Ireland.

The **territorial limit** for Section 9 is the Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Northern Ireland, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey. Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We, Us, Our

Inter Partner Assistance SA of Boulevard du Regent 7, 1000 Brussels & AXA Assistance Ireland of Kilmartin N6 Retail Park, Athlone, Westmeath.

You, Your

The person named in **your** current **Certificate of Motor Insurance** and any person authorised to ride or be a passenger in, or on, the **insured vehicle**.

Section 8 Republic of Ireland Assistance

WHAT IS COVERED UNDER SECTION 8

Home and Roadside Assistance

We will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, accident, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out or have lost **your** keys, **you** must sign a declaration, saying that **you** will be responsible for the damage.

If the **insured vehicle** cannot be repaired the same day at a local garage after being recovered by **us**, **we** will arrange and pay for one of the following:

Onward Travel

We will arrange and pay for the **insured vehicle**, **you** and one passenger to continue with **your** journey to **your** destination or to return home, or

Hotel Accommodation

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for **you** and one passenger. The most **we** will pay is €75 a person. **You** must pay for any extra hotel costs, or

Car Hire

We will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. **You** must have a valid driving licence with **you**, and pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** use, insurance and any extra days' hire.

We will provide car hire as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence.

We will choose the most appropriate solution from the options above.

Storage

If the **insured vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is €75.

Medical assistance

If **you** have to go into hospital after an accident, within the **territorial limit** and within the **period of insurance** and are more than 20 miles from **your** home, **we** will pay for one night's bed and breakfast in a hotel **we** choose, for **your** passenger.

The most **we** will pay is €150 a person. **You** must pay for any extra hotel costs.

We will also arrange for an ambulance to take **you** to a hospital near **your** home if medically necessary, the maximum that **we** will pay is a total of €450. A doctor must give permission before **we** do this.

Replacement rider

If following an accident or a **breakdown** involving the **insured vehicle** **you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the Republic of Ireland.

Message Service

We can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, or an act of vandalism involving the **insured vehicle** within the **territorial limit** and within the **period of insurance**.

Broken Glass

We can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

Accidents

We will come out to the **insured vehicle** if **you** can't ride it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

Claims

We shall not be responsible for more than six claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**

Section 9 UK & European assistance

We will provide the cover of this section as long as **you** are not travelling outside the Republic of Ireland for more than 91 days at a time.

The most **we** will pay for all claims arising out of one event under this section is €3,750 subject to the terms and conditions of this policy.

WHAT IS COVERED UNDER SECTION 9

Roadside Assistance and Recovery

We will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

We will arrange and pay for it to be taken to the nearest repairer.

If **you** have a problem on a motorway outside the Republic of Ireland or the UK, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 090 645 1972.

Vehicle Repatriation

If the **insured vehicle** can't 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 garage to **your** home address in the Republic of Ireland.

You must give **us** a signed list of any items which 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 repatriate **your insured vehicle** to the Republic of Ireland if **we** believe the cost of doing so would be less than the market value of the vehicle in the Republic of Ireland following the loss or damage.

Storage

If the **insured vehicle** has to be stored whilst **you** are waiting for it to be recovered or taken back to the Republic of Ireland by **us**, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is €150.

Onward Travel

If the **insured vehicle** can't be repaired the same day of being recovered by **us**, **we** will arrange and pay for one of the following:

Hotel Accommodation

Up to three nights bed and breakfast accommodation for **you** and one passenger. The most **we** will pay is €150 a night for each person, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back. **You** must pay for any extra hotel costs; or

Car Hire

A hire car, up to 1600cc, for up to 14 days', so **you** can carry on with **your** journey, as long as the **insured vehicle** has been recovered by **us**. **You** must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel **you** use and any extra days' hire. **We** cannot guarantee that a vehicle with accessories like roof racks and tow bars will be available. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence. **We** will provide this cover as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help, or

Rail

A standard-class rail ticket for **you** and up to one passenger, so **you** can carry on with **your** journey, or to get **you** home.

We will choose the most appropriate solution from the options above.

Replacement Rider

If following an accident or a **breakdown** involving the **insured vehicle** **you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the Republic of Ireland.

Message Service

We can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

Parts delivery

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

Accidents

We will come out to the **insured vehicle** if **you** can't ride it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

Claims

We shall not be responsible for more than six claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

WHAT IS NOT COVERED UNDER SECTIONS 8 AND 9

We will not provide cover for the following;

- any costs **we** have not agreed to.
- any costs **you** would normally have to pay, such as petrol and toll charges.
- an **insured vehicle** which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- an **insured vehicle** without a current Department of Environment (N.C.T.) certificate (if one is needed) and valid motor tax disc on display.
- the **insured vehicle** being used for any criminal act.
- anything to do with alcohol, drugs or solvent abuse.
- an **insured vehicle** if **you** call **us** out for a problem **you** have called **us** about before, but have not, in **our** opinion, tried to get the problem fixed since the

last time **you** called **us** out.

- an **insured vehicle we** cannot recover because of bad weather conditions, like floods, snow or high winds, or because **your** vehicle is stuck in sand or mud. If specialist equipment is needed to recover **your** vehicle, **you** will have to pay the extra cost.
- any release fees **you** have to pay if **your insured vehicle** is stolen and recovered by the Garda.
- any loss or damage which is the result of the **breakdown**, accident or act of vandalism.
- mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if **you** ask someone to call **you** back on **your** mobile, **you** may still have to pay for the call. These costs are not covered under **your** policy in any circumstances.
- the cost or the quality of repairs when **your** vehicle is repaired in any garage to which the vehicle is taken.
- the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your** vehicle is moved, recovered or repaired by any other means.
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- the **insured vehicle** being used for road-racing, rallying, pace-making, speed testing or any other competitive event.
- claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- any claim or any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.
- claims arising from war, invasion, riot, revolution or a similar event.

WHAT TO DO IF YOU HAVE AN ACCIDENT OR A BREAKDOWN

- in the Republic of Ireland, call **us** on 090 645 1972.
- in the United Kingdom, call **us** on 0800 093 5318.
- outside the Republic of Ireland and the United Kingdom, call **us** on 0044 1737 826 112.
- **our** operator will ask **you** for the following:
 - where **you** are.
 - **your insured vehicle** registration number.
 - the make and colour of **your** vehicle.

- a telephone number **we** can contact **you** on.
- details of what has happened.
- do not make **your** own arrangements.
- **you** and **your** passengers must be with the **insured vehicle** when the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.
- if **you** have a problem on a motorway outside the Republic of Ireland or the UK, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. Once **you** reach a place of safety, **you** must call **our** control centre on 0044 1737 826 112. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 090 645 1972.

Breakdown Recovery Policy Condition

Authorisation

Should **you** be unwilling to accept **our** decision or that of **our** agents, on the most suitable form of assistance to be provided. **We** will pay no more than €150 for any one **breakdown** towards **your** preferred form of assistance.

DATA PROTECTION

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below). **We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this policy;
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service **your** insurance cover, to provide **you** with a **breakdown** assistance claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

- c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of recordkeeping, training and quality control;
- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **breakdown** claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to our services, and other customer care communications. **We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within & outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection. By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below). **You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice - see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance SA or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

The Data Protection Officer
Kilmartin
N6 Retail Park
Athlone
Westmeath

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axaassistance.co.uk. Alternatively, a hard copy is available from **us** on request.

Complaints Procedure

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

If Your Complaint is in Relation to Carole Nash:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your policy** was sold to **you**, please contact Carole Nash:

By phone: 1800 298 551

In writing:

Complaints Team
Carole Nash Insurance Consultants (Ireland) DAC
Ulysses House
22/24 Foley St
Mountjoy
Dublin 1
D01 W2T2

or by email at: DublinCompliance@carolenash.ie

We will acknowledge **your** complaint within 5 business days. If **we** can't resolve **your** complaint within 20 working days in writing, unless the complaint has been resolved to **your** satisfaction. **We** will investigate **your** complaint and a full response will be issued to **you** in writing upon completion of the investigation. **We** will update **you** on the progress of **your** complaint at intervals not greater than 20 business days. If **we** are unable to resolve **your** complaint within 40 business days, **we** will inform **you** of the expected time frame which is likely that the complaint investigation will be completed.

If **your** complaint is about **your** Insurer **you** need to contact them directly. **We** are always available to help pass on **your** details to **your** Insurer and also to provide **you** with any support, should **you** need our help.

If your complaint is in relation to the insurer or you have a complaint about your claim please contact your insurer as shown on your Policy Schedule.

If your insurer is FBD Insurance plc please write to:

FBD Insurance plc
FBD House
Bluebell
Dublin 12
D12 YOHE

By phone: Call 01 7617 617

By email: info@fbd.ie

Axa Insurance DAC

If your insurer is AXA Insurance DAC please write to:

Axa Insurance DAC
Wolfe Tone House
Wolfe Tone Street
Dublin 1

By phone: Call 1800 930 803

If Your Complaint is in Relation to Carole Nash Breakdown Assistance:

Please write to:

PA SA/AXA Assistance Ireland,
Kilmartin,
N6 Retail Park,
Athlone,
Westmeath

E-mail: athlone_complaints@axa-assistance.ie

If your complaint is in relation to Legal Expenses policy please write to:

ARAG Legal Protection Limited
Europa House
Harcourt Street
Dublin 2
D02 WR20

If your complaint is in relation to Data Protection:

If **you** are dissatisfied with how **we** handle **your** personal data, please contact our Data Protection Officer at:

Carole Nash Insurance Consultants (Ireland) DAC,
Ulysses House
22/24 Foley Street
Dublin 1
D01 W2T2

or by email to DPOIreland@carolenash.ie

Alternatively **you** can lodge a complaint with the:

Office of the Data Protection Commissioner
21 Fitzwilliam Square South
Dublin 2
D02 RD28.

Further details of **your** rights can be obtained by visiting the DPC website: www.dataprotection.ie

Financial Services and Pensions Ombudsman

If **you** are still unhappy with our response to **your** complaint, **you** may use the services of the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman,
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

Tel: (01) 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie

Claims Information

Should **you** be in the unfortunate position of having to make a claim, simply call **your insurer** as specified in **your Policy Schedule**.

Motor claims contact details (Section 1 to Section 4 or active optional cover)

If you are insured with FBD Insurance plc:

To notify FBD about a claim **you** can contact them 24 hours a day on 01761 7617.

Motor claims contact details (Section 1 to Section 4 or active optional cover)

If you are insured with AXA Insurance DAC:

To notify Axa Insurance Plc about a claim **you** can contact them on 0818 736524.

Axa Insurance Plc are open Monday - Friday 8am to 7pm and Saturdays 10am - 2pm.



Irish & European Breakdown Recovery Card

In the event of a breakdown or accident,
please call one of the following:

In Ireland call 090 645 1972
In the UK call 0800 093 5318
In the rest of Europe call 0044 1737 826 112





Irish & European Breakdown Recovery Card



CAROLE NASH
The care it deserves



CAROLE NASH
The care it deserves

**THIS POLICY AND OTHER ASSOCIATED DOCUMENTATION ARE ALSO AVAILABLE IN LARGE PRINT, AUDIO AND BRAILLE.
IF YOU REQUIRE THESE FORMATS PLEASE CONTACT CAROLE NASH INSURANCE CONSULTANTS (IRELAND) DAC**

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