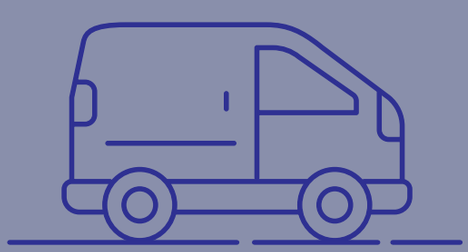
ROI Broker Customers
September 2021

Light Commercial Vehicle Insurance Policy



1565561 - CICA Policy Light Commercial Vehicle v5.indd 1 15/09/2021 16:06

Useful phone numbers

Claims

If you need to claim, please call our 24-hour claims helpline on:

1890 24 7 365

Motor rescue

Your policy schedule will show if you have chosen this cover. If your vehicle has broken down or you need help in an emergency, call us at these numbers day or night.

1890 24 7 365

(00353 906486353 from outside the ROI)

Text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation. Text the word "breakdown" to +353 87 3700687

Glass damage

Your policy schedule will show if you have chosen this cover.

Please note you are not obliged to use these companies.

Allglass Windscreens

1890 80 90 01

Mr. Windscreen

1800 51 23 45

Welcome to your AXA Light Commercial Vehicle Insurance policy

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world. Here in Ireland, we meet the motor insurance needs of almost 1M people.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact us in the way that suits you.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 3 15/09/2021 16:06

Need to find something quickly?

If the question is...	then look at page
How do I complain?	6
How do I complain to the Financial Services and Pensions Ombudsman?	6
What's an excess?	10
I don't understand my 'no-claims discount', where do I look?	19
Some personal belongings were stolen from my vehicle, am I covered?	22
My vehicle keys were stolen, am I covered?	22
My vehicle broke down, have I got 'motor rescue' cover?	23
Can you settle 'third party' claims without my agreement?	28
I've had an accident, what do I do?	29
I've just received a letter saying I caused an accident, do I reply?	29
How do I claim if my vehicle is stolen?	29

And if your question is one of these...

- I want to change my vehicle, how do I do this?
- I'd like to change my cover, who do I contact?
- What do I do if I want to add or delete drivers?
- I've moved house, do I need to let you know?
- I'm changing jobs, is my insurance cover affected?
- I've had penalty points added to my licence, does this affect my premium?

Please contact your Broker who will give you the answer.

Table of Contents

Caring For You 6

General Definitions 8

Section 1: Loss and damage to your vehicle 9

Section 2: Glass breakage 11

Section 3: Towing and trailer cover 12

Section 4: Liability to others 13

Section 5: Foreign use 15

Section 6: Our right of recovery 16

Section 7: Injury to driver 17

Section 8: No claims discount 19

Section 9: Protected no claim discount 21

Section 10: Extra benefits 22

Section 11: Motor rescue 23

Section 12: Legal Expenses 25

General conditions 28

General exceptions 31

1565561 - CICA Policy Light Commercial Vehicle v5.indd 5 15/09/2021 16:06

Caring For You

There may be times when you feel you don't get the service you expect from us.

Here's 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 **1890 24 7 365.**

If we can't sort out your complaint, you can contact our Customer Care Department on **1890 211850** or:

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

If you're unhappy with how we've dealt with your complaint, you may be able to refer to:

Financial Services and Pensions Ombudsman,

Lincoln House, Lincoln Place,

Dublin D02 VH29.

Tel: +353 1 567 7000.

Email: info@fspo.ie

Web: www.fspo.ie

Our promise to you:

We'll reply to your complaint within five days.

We'll investigate your complaint.

We'll keep you informed of progress.

We'll do everything possible to sort out your complaint.

We'll use feedback from you to improve our service.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 6 15/09/2021 16:06

Your policy wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance dac which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish law will apply.

The cover you have bought has many benefits to give you peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

Your policy includes:

- the policy wording in this booklet;
- the schedule that has your details and the cover that applies; and
- any endorsement which applies.

Unless a section or part of this policy shows the countries to which it applies, the cover provided by this policy applies only to death, injury, loss or damage happening in Ireland or the UK or in transit by sea between any ports therein.

As long as you have paid or agreed to pay the premium, we will cover death, injury, loss or damage that happens during the period of insurance as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance dac

Phil Bradley

Chief Executive

AXA Insurance dac
Registered number 136155
Registered office Wolfe Tone House,
Wolfe Tone Street, Dublin 1.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 7 15/09/2021 16:06

General Definitions

Certificate of insurance

Evidence of your motor insurance that we issue. It shows who is covered to drive your vehicle and the purposes for which it can be used.

Endorsement

An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

Europe

Any member state of the European Union and any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

Excess

The first part of any claim which you have to pay.

Ireland

The Republic of Ireland

Market value

The amount you would have got for your vehicle if you offered it for sale.

Period of insurance

The period for which we have accepted your premium.

Personal belongings

Clothes and personal items you own or are looking after.

Policy

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

Schedule

A document which gives your details and the cover provided by your policy. The schedule forms part of this policy.

Statement of Fact / Proposal Form

A written record of the information provided by you, or someone acting on your behalf, in your application for this policy.

UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We, our, us

AXA Insurance dac.

You, Your

The policyholder named in the schedule including parties jointly described.

Your vehicle

Any motor vehicle whose registration number appears on a valid certificate of insurance under this policy.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 8 15/09/2021 16:06

SECTION 1

Loss and damage to your vehicle

Your schedule will show if you have this cover. This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.

What's covered?

We will pay for:

- loss of or damage to your vehicle, and its accessories while in your vehicle, up to the market value of your vehicle;
- the cost of protecting and removing your vehicle to the nearest competent repairer; and
- if your vehicle is repaired, the reasonable cost of delivering your vehicle back to your address in Ireland.

This will involve:

- repairing your vehicle; or
- replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- paying the cost of the loss or damage to you or the legal owner if we are told that your vehicle belongs to someone else.

We will choose which option is appropriate.

If your vehicle is stolen and is not found or, after being found is not worth repairing, we will pay you the market value of your vehicle, including accessories and spare parts at the time they are lost, stolen or damaged.

Salvage

If we settle your claim by replacing your vehicle or by paying the market value of your vehicle before it was damaged and you keep the damaged vehicle, we will reduce the amount we will pay by the value of your damaged vehicle.

Replacing your vehicle with a new one

Please check your schedule as you may not have this cover.

We will replace your vehicle with a new one of the same make, model and specification if the vehicle is:

- stolen and not recovered within 28 days; or
- damaged so that repairs will cost more than 60% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage.

We will only do this if:

- the loss or damage happens before your vehicle is one year old;
- you have owned the vehicle or hired it under a hire-purchase agreement since it was first registered as new; and
- you, and anyone else we know who has an interest in your vehicle, agree.

If a replacement vehicle of the same make, model and specification is not available, the most we will pay is:

- the market value of your vehicle and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of your vehicle when you bought it less 10%; whichever is higher.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 9 15/09/2021 16:06

What's not covered under this section of the policy

Excess

An excess is the part of the claim you have to pay

You will not have to pay an excess if the loss or damage is caused by fire, theft or attempted theft.

You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section. The excess amount applying to your policy will be shown in your schedule.

- Loss of use or any other resulting loss.
- Reduction in your vehicle's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another vehicle.
- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage to your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.
- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.

What's not covered under this section of the policy

- Loss or damage to any permanently fitted radio exceeding €1,270 or 10% of the market value of your vehicle, whichever is the less. Any payment will be limited to the market value of the radio at the loss.
- The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
- Loss resulting from repossession of the vehicle or restitution to its rightful owner.
- Loss of or damage resulting:
  - **a.** from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached to it, except for loss or damage arising directly from fire, self-ignition or explosion or by theft or attempted theft.
  - **b.** while the body of such vehicle is in or being raised or tilted to or returning from a tipping position, unless such damage is due to collision with any vehicle.
- Loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.
- Loss or damage to anything in or on your vehicle other than its accessories or spare parts.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 10 15/09/2021 16:06

SECTION 2

Glass breakage

Your schedule will show if you have this cover. A claim under this section will not affect your no claims discount.

We will pay for broken or damaged windscreens or windows of your vehicle and the bodywork being scratched as a result of the glass breaking, up to the limit shown on your schedule.

What's not covered under this section of the policy

- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 11 15/09/2021 16:06

SECTION 3

Towing and trailer cover

Unspecified third party trailer cover

Your schedule will show if you have this cover.

Section 4 of this policy applies when your vehicle is towing a caravan or trailer if this is allowed by law.

Provided such trailer is

(a) attached to your vehicle

(b) detached from your vehicle and provided that:

(i) Such trailer at all times remains in your care, custody or control

(ii) Such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

This section also applies to the towing of a broken-down vehicle.

We will not pay claims:

- if you are being paid to tow the caravan or vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.
- for death injury or damage because of operating any mobile plant or trailer as a tool of trade except where it is necessary to meet the requirements of Road Traffic Legislation.

Specified third party trailer cover

Your schedule will show if you have this cover.

Section 4 of this policy, Liability to others, covers:

- any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

(a) Whilst such trailer is attached to your vehicle

(b) Whilst such trailer is detached from your vehicle provided that:

(i) such trailer at all times remains in your care, custody or control

(ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

Specified loss or damage to your trailer.

Your schedule will show if you have this cover.

Section 1 of this policy, Loss or damage to your vehicle, covers:

- any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

Section 4 of this policy, Liability to others, will also cover such trailer as defined above

(a) Whilst such trailer is attached to your vehicle

(b) Whilst such trailer is detached from your vehicle provided that:

(i) such trailer at all times remains in your care, custody or control

(ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 12 15/09/2021 16:06

SECTION 4

Liability to others

1 Cover for you

We will pay all amounts you legally have to pay as a result of negligently using your vehicle and any trailer or caravan being towed by it, if you cause the

- Death of, or bodily injury to, any person,
- damage to property up to the amount shown in your schedule,
- costs and expenses as mentioned in this section.

2a Cover provided for other people

If you ask us to, we will give the following people the same 'liability to others' cover under this section we give you under 1.

Anyone you allow to drive your vehicle who is covered to drive it under the certificate of insurance.

Any person using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes.

Any person travelling in or getting into or out of your vehicle.

Your employer or business partner, as long as your vehicle is not owned by or hired to either your employer or business partner and your vehicle is being used for a purpose that is allowed under your certificate of insurance and your employer is not covered under another policy.

2b Your legally-appointed representatives

After the death of anyone insured under this policy, we will protect that person's estate against any loss they would have had if we insured that liability under this policy.

3 Legal fees and expenses

If we give you our written permission, we will pay for solicitor's fees to represent anyone insured under this policy at any coroner's inquest, fatal inquiry or to defend anyone insured under this policy in a district court for any accident which might give rise to a claim under this section of this policy.

Proceedings for manslaughter or causing death by reckless driving

We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover.

- You must ask us to provide the cover.
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- The accident which caused the death or deaths must have happened in Ireland or the UK.
- The most we will pay is €1,270.

4 Indemnity to Hirer

The Company will indemnify any hirer, but only in respect of negligence attaching to you or any employee of yours in respect of the vehicle mentioned on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though they were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 13 15/09/2021 16:06

5 Indemnity to Principal

The Company will indemnify any Principal, but only in respect of negligence attaching to you or any employee of yours or any person whose driving is covered on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though they were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

6 Application of Limits of Indemnity

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

7 Emergency Treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises.

A payment made under Paragraph 7, Emergency Treatment will not affect your no claims discount.

What's not covered under this section of the policy

- Anyone driving your vehicle who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence.
- Anyone who is insured under another policy.
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your vehicle.
- Damage to any vehicle being driven or used by a person claiming cover under this part of the policy.
- Anyone insured by this policy who does not keep to its conditions.
- Anyone employed in the motor trade driving your vehicle because it is being overhauled, repaired or serviced.
- Death or bodily injury to anyone driving or in charge of your vehicle.
- Death or bodily injury to any person employed by a person insured sustained while in the course of that employment, except insofar as is necessary to meet the requirements of Road Traffic Legislation.
- Death, bodily injury or illness to any person caused by or arising out of;
  - **a.** poisoning of any kind or foreign or deleterious matter in food or drink.
  - **b.** anything harmful in the condition of the goods supplied at or from your vehicle or the defective condition of the container of such goods.
  - **c.** anything harmful or defective in any treatment given at or from your vehicle.
  - **d.** professional technical trade advice given at or from your vehicle.
- Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to such vehicle for loading on it or the taking away of a load from such vehicle after unloading from it by any person.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 14 15/09/2021 16:06

SECTION 5

Foreign use

Temporary Use in Europe

The minimum indemnity required to comply with the laws relating to the Compulsory Insurance of Motor Vehicles applies while the vehicle is used in Europe (or in transit by sea between any ports therin).

1565561 - CICA Policy Light Commercial Vehicle v5.indd 15 15/09/2021 16:06

SECTION 6

Our right of recovery

If by law we have to make a payment that would not be covered under this policy, you will have to refund the amount to us.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 16 15/09/2021 16:06

SECTION 7

Injury to driver

This is separate and optional cover you can buy for an extra charge. Your schedule will show if you have chosen this cover.

What we will pay

1. Injury benefits for you

We will pay you or your legal representatives the compensation shown below if you are killed or injured as a result of an accident while travelling in or getting into or out of:

- any motor vehicle (but not motorcycles, tractors, combines and farm implements) where you are a passenger or driver; or
- any boat or railway train where you are a fare-paying passenger, or the result of an accident with a railway train or road vehicle if you are a pedestrian.

Benefit		
A	total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) happening within one year as a direct result of the accident.	€10,000
B	Temporary total disability where you are entirely unable to carry on any business or occupation as a result of the accident.	€280 a month
C	Hospital benefit, if you are in hospital for more than six days as a result of a road-traffic accident.	€130 a week
D	Death benefit where death is as a result of the acci-dent.	€30,000

- We will only pay benefit under one of the benefits A or D.
- We will only pay the temporary total disability benefit for the period you are having medical treatment for your injury.
- We will not pay more than 36 months benefit for temporary total disability or hospital benefit for over 20 weeks for any one accident. While in hospital you will only receive benefit C (in other words, you cannot also claim under benefit B).
- You will have to be totally disabled for a period of at least 1 month to claim benefit under Benefit B.
- Benefit C provides cover for the costs of your accommodation only during your time in hospital as a result of a road-traffic accident and does not include medical expenses incurred while hospitalised.
- We will only pay for temporary total disablement if you are in paid employment and unable to carry on any business or occupation for the entire preceding month.
- If you become able to carry on any business or occupation, you cannot make any further claim for temporary total disablement arising out of the same injury.

2. Injury benefits for named drivers

We will pay the legal representatives the benefits shown below if any named driver covered under this policy is killed or injured:

- driving your vehicle; or
- when getting in to or out of your vehicle.

We will pay their legal representatives the compensation shown below.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 17 15/09/2021 16:06

Benefit	
A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) which happens €10,000 within one year as a direct result of the accident.	€10,000
B Death benefit where death is as a result of the accident.	€30,000

We will only pay under either injury benefits A or B if:

- we are told about the claim within 28 days of the death or injury happening
- the injured person immediately gets medical advice from a qualified medical expert and begins treatment; and
- our medical advisers are allowed to examine the injured driver as often as is thought necessary.

What's not covered

- Death that is not a direct result of the accident.
- Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- A criminal act.
- Where you, or the driver, were under the influence of alcohol or drugs at the time of injury or injury causing death.
- Taking part in racing or speed testing.
- Psychiatric illness or mental disorders including stress or stress related illness.

This section will not apply and payments will stop if you go to live outside Ireland or the UK.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 18 15/09/2021 16:06

SECTION 8

No claims discount

If you do not claim during the current period of insurance, we will give you a discount from your premium according to the table shown below. We will not discount any premiums for any optional extra cover. We will give you this discount for each claim-free year up to the maximum entitlement.

Number of years claim-free driving	Percentage discount allowed
0	0%
1	20%
2	30%
3	40%
4 or more	50%

Step back protection.

Your schedule will show if this option applies.

If you have to make a claim, we will reduce the discount that last applied to your premium at the next renewal according to the following table.

Percentage discount allowed at the start of the policy or when it was last renewed	Percentage allowed at next renewal for one claim happening in the previous insurance year	
	Claim was for damage to your vehicle only	Claim involved injury to another person or damage to their property
0%	0%	0%
20%	0%	0%
30%	0%	0%
40%	0%	0%
50%	30%	20%

We will reduce your no-claims discount to nothing if you make a claim and you or any other person covered to drive your vehicle is convicted of dangerous driving or charged with drink-driving or a drug offence in connection with the same incident.

If you have step back protection cover and you make two or more claims in the previous insurance year, we will reduce your no-claim discount to nothing.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 19 15/09/2021 16:06

If we make payments that we have not claimed back from another person, the claim will count against your no-claims discount even if you were not at fault. We may decide not to claim back from another person, or may claim without success.

For no-claims discount purposes a period of insurance is one year between the beginning of the policy and the date you renew it, or between renewal dates. You cannot transfer your no-claims discount to anyone else.

Your no-claims discount will not be affected by:

- payments under section 1 for fire and theft claims unless shown on your policy schedule;
- payments made under section 2 Glass breakage;
- payments for emergency treatment the law says we must pay; and
- payments (together with associated costs and expenses) which we later get back in full.

We will ask you to renew this policy before the renewal date.

If you make a claim just before you next renew your policy, this may not be reflected in our offer for you to renew cover. If this happens, you can ask us to change our offer of renewal, or wait until the following renewal date for that claim to be taken into account. We may change these scales at any renewal date.

A reported incident may not give rise to a claim. However, we reserve the right to decide at what stage the incident may be considered one which will not give rise to a claim. At this stage your No Claims Discount will be reinstated.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 20 15/09/2021 16:06

SECTION 9

Protected no claim discount

Your schedule will show if you have chosen this cover.

You can pay an extra premium to protect your no-claims discount. This cover allows you to make one claim without reducing your no-claim discount.

We will treat a second claim as one claim and we will reduce your no-claim discount in line with the scale shown earlier.

Once you make a claim, we will remove the protection for later claims and you will not qualify for protection for at least three years. If you make a second claim, that claim will affect your no-claims discount.

Although you can protect your no claim discount, your premium may increase if:

- you make unreasonably large or excessive claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

This is an optional extra. If you have bought it, your no claims discount is safe if you make one claim.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 21 15/09/2021 16:06

SECTION 10

Extra benefits

This is separate and optional cover you can buy for an extra charge. Your schedule will show if you have this cover.

Claims under this section will not affect your no claims discount.

Benefits

Part A - Replacement vehicle

This section only applies if we are dealing with a claim under 'Section 1: Loss and damage to your vehicle' and you have:

- Comprehensive cover, or
- Third party fire and theft cover and the damage is caused by fire, theft or attempted theft.
- Depending on your level of cover, if your vehicle is out of use due to loss or damage by accident, fire or theft, we may:
  - provide you with a replacement vehicle; or
  - pay towards you hiring a vehicle (up to €40 a day including VAT).

Our assessor will decide the length of this benefit but it will last no more than 7 days.

What's not covered

We will not pay this benefit if repairs to your vehicle are delayed while a part is being imported from outside the European Union.

Part B - Personal belongings

We will pay up to €250 for personal belongings carried in your vehicle if they are lost or damaged by an accident, fire, theft or attempted theft.

What's not covered

- money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery;
- tools, equipment, goods or samples carried in connection with any trade or business or property insured by another insurance policy; or
- theft of personal belongings if carried in an open-bodied vehicle, unless they are kept in the locked cab.

Part C - Replacement locks

We will pay you up to €750 towards replacing locks and alarms for your vehicle, if the keys for it are stolen from:

- your home if force and violence have been used to get into or out of your home;
- any hotel or guest house at which you plan to spend the night following theft involving force and violence to get into or out of your room or
- any other private home at which you plan to spend the night following theft involving force and violence to get into or out of that home.

What's not covered

- if your keys are stolen by deception or fraud, or taken by a member of your family who normally lives with you;
- any loss where the keys are recovered before the locks and alarms,are replaced; or
- for any loss, if you do not report the theft of keys immediately to the gardaí or proper police authority, and (in the case of a hotel or guesthouse) to the owners. You will need to provide proof you have given this notice.

Part D - Fire-brigade charges

We will pay charges from a local authority (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment.

The most we will pay for any one claim is €1,270 on top of any amount we will pay you under sections 1 or 4 of the policy.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 22 15/09/2021 16:06

SECTION 11

Motor rescue

This is separate and optional cover you can buy for an extra charge.

This cover may apply to your policy. Your schedule will show if you have this cover. It only applies to commercial vehicles up to and including 2 ton carrying capacity.

A claim under this section will not affect your no-claims discount.

For this section 'you' will mean any driver who is driving your vehicle who is covered under this policy of insurance.

What's covered

We will arrange and pay the benefits set out on the next page if your vehicle cannot be driven as a result of the following within Ireland:

- electrical or mechanical breakdown;
- the vehicle does not start;
- accident or fire;
- theft, attempted theft or malicious damage;
- punctures where you need help to replace or repair a wheel;
- loss or theft of keys;
- breakage of keys in the lock, or keys locked into the vehicle; or
- loss of, or running out, of fuel.

Benefits

1. Roadside and Driveway Assistance

We will send a repairer to help you. If repairs are possible, we will provide up to one hour's labour to repair your vehicle, as long as the repair is carried out at the scene.

2. Towing

We will cover the cost of towing your vehicle, for up to 24 kilometres, from the breakdown site.

3. Passing on a message

We will pass on any relevant messages for you.

4. Completing the journey

If repairs to your vehicle cannot be completed on the same day, we can undertake to the following arrangements for you and your passengers (but not hitch-hikers) in your vehicle:

(a) Accommodation,

(b) Alternative Transport.

We will not be responsible for the cost of accommodation or alternative transport.

Exceptions

1. We will not be liable:

For any liability or consequential loss arising from anything performed or not performed in the execution of the services provided by this endorsement

2. We will not be liable to pay expenses:

a. Which are recoverable from any other source,

b. Incurred in relation to hitch-hikers being transported in your vehicle,

c. Arising where the driver of the vehicle is under the influence of drugs, toxicants, or narcotics or where his or her blood-alcohol level exceeds that permitted by the laws of the country where the vehicle is being used,

d. For the cost of any parts, keys, lubricants, fluids, or fuel required to restore a vehicles mobility.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 23 15/09/2021 16:06

3. We will not be liable in respect of:

   a. The contravention of regulations relating to the carriage of persons, animals, or objects in any vehicle where such contravention was a contributory cause of the accident or event causing the claim.

   b. The participation by any Beneficiary in:

      i. competitions, rallies or trials.

      ii. sports

      iii. criminal conduct

      iv. wagers or challenges

4. We will not be liable in respect of:

   a. Events caused by fuels, minerals, essences or any other flammable materials, explosives or toxins transported in the vehicle.

   b. Any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or of the default of any supplier, agent or other person, or of labour disputes of difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.

5. We will not be liable in respect of:

   Any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by you.

6. We will not be liable in respect of:

   Any damage done to your vehicle sustained because a forced entry to it is required to provide you with assistance. You may be asked for a separate declaration acknowledging this.

Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.

2. The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.

3. Vehicles eligible for assistance will be restricted to commercial vehicles up to 2 tons carrying capacity as allowed under the manufacturers specifications.

4. In the event of theft, or attempted theft of the vehicle, the benefits listed above are not available unless the matter is immediately reported to the Gardaí or the appropriate police authority.

5. Any parts, including the battery, found to be defective shall be replaced by you as soon as possible after discovery of the defect.

6. If, in the opinion of the repairer attending your call for assistance, either you or the driver of your vehicle is under the influence of alcohol or drugs, assistance of any kind may be refused.

You must use the Freephone number
1890 24 7365
(+353 1 906 486353 from outside the ROI). We suggest you put these numbers in your mobile phone immediately. We will not pay any expenses you may have to pay if you have not called the emergency number first.

Text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation. Text the word "breakdown" to +353 87 3700687

1565561 - CICA Policy Light Commercial Vehicle v5.indd 24 15/09/2021 16:06

SECTION 12

Legal expenses cover

Legal Expenses

When specified on the current schedule attached to the policy, this endorsement only applies to commercial vehicles with a carrying capacity up to 2 tons. To make a claim, please call (01) 8658807 and quote "AXA Van".

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 your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

Arc normally recover your uninsured losses by appointing a solicitor to handle your claim. In most cases, we will choose the appointed solicitor for you. Arc will not be able to help you if they think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor before Arc have agreed. If you do, we will not pay the costs involved. If you are prosecuted for a motoring offence, Arc will appoint a solicitor to represent you.

Legal Expenses Cover

Arc agree to provide the cover in this endorsement, keeping to the terms, conditions and exclusions as long as:

- the date of occurance 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

Arc, We, us, our ____ Arc Legal Assistance Ltd who administer this section of the insurance.

Insured Person _____ Means You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this endorsement must have your agreement to claim.

Insured Vehicle _____ Means the vehicle (up to and including 2 tons carrying capacity) specified in the motor insurance policy issued with this endorsement. It also includes any caravan or trailer attached to this vehicle.

Appointed Lawyer __ Means the lawyer, or other suitably qualified person, who has been appointed to act for an insured person under Condition 2 of this endorsement.

Legal Costs _____ Means all reasonable and necessary costs charged by the appointed lawyer 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.

Territorial Limits ____ Means the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Switzerland and Serbia, Turkey (West of the Bosphorus).

Date of _____ Means the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of occurrence is the date of the first of these events.

Insured Incidents ___ Arc will negotiate for the following:

1. Accident Loss Recovery and Personal Injury

   To recover an insured person's uninsured losses and costs after an event which:

1565561 - CICA Policy Light Commercial Vehicle v5.indd 25 15/09/2021 16:06

a. causes damage to the insured vehicle or to personal property in it; or

b. injures or kills an insured person while he or she is in or on the vehicle; or

c. injures or kills you while you are driving another motor car or motor cycle; or

d. injures or kills you or any member of your family (who also live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

2. Motor Legal Defence

To defend an insured person's legal rights if an event leads to the prosecution of an insured person for an offence connected with the use or driving of an insured vehicle but not a parking offence or an offence which suggests dishonesty by the insured person.

For either insured incident Arc 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 time limits allowed. Before Arc pay any legal costs for appeals, they must agree that it is more likely than not that the appeal will succeed. If an appointed lawyer is used we will pay the legal costs for this.

The most we will pay for all claims resulting from one or more event arising at the same time or from the same cause is €75,000.

Exceptions

1. Any claim reported to us more than 180 days after the date an insured person should have known about the insured incident.

2. Any legal costs that are incurred before we agree to pay them.

3. Any claim relating to a contract involving the insured vehicle.

4. The insured vehicle being used by anyone who does not have valid motor insurance.

5. Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.

6. Any disagreement with us that is not in Condition 7.

7. Any legal action an insured person takes which we or the appointed lawyer have not agreed to or where the insured person does anything that hinders us or the appointed lawyer.

8. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

9. For Adviser's costs in claims handled by InjuriesBoard.ie other than the InjuriesBoard.ie Application Fee and Medical Report Fee.

Conditions

1. An insured person must:

a. Keep to the terms and conditions of this endorsement.

b. Take reasonable steps to keep any amount we have to pay as low as possible.

c. Try to prevent anything happening that may cause a claim.

d. Send everything we ask for, in writing.

e. Give us full details of any claim as soon as possible and give us any information we need.

2.

a. Arc can take over and conduct, in the name of an insured person, any claim or legal proceedings at any time before an appointed lawyer is appointed. Arc can negotiate any claim on behalf of an insured person.

b. If Arc agree to start legal proceedings, or if there is a conflict of interest, an insured person can choose an appointed lawyer by sending us the lawyer's name and address. WE may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of appointed lawyer, another lawyer can be appointed to decide the matter (see Condition 7).

c. Before an insured person chooses a lawyer, we can appoint an appointed lawyer.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 26 15/09/2021 16:06

d. An appointed lawyer will be appointed by us and represent an insured person according to our standard terms of appointment. The appointed lawyer must co-operate fully with us at all times.

e. We will have direct contact with the appointed lawyer.

f. An insured person must co-operate fully with us and with the appointed lawyer and must keep us up-to-date with the progress of the claim.

g. An insured person must give the appointed lawyer any instructions that we ask for.

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 further legal costs.

c. An insured person must not negotiate or agree to settle a claim without our approval.

d. We may decide to pay an insured person the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

4.

a. If we ask, an insured person must tell the appointed lawyer to have legal costs taxed, assessed or audited.

b. An insured person must take every step to recover legal costs that we have to pay and must pay us any legal costs that are not recovered.

5. If an appointed lawyer refuses to continue acting for an insured person, or if an insured person dismisses an appointed lawyer, the cover we provide will end at once, unless we agree to appoint another appointed lawyer.

6. If an insured person stops a claim without our agreement, or does not give suitable instructions to an appointed lawyer, the cover we provide will end at once.

7. If we and an insured person disagree about the choice of an appointed lawyer, or about the handling of a claim, we and the insured person can choose another lawyer to decide the matter. We must both agree to this in writing. If we cannot agree with the insured person about the choice of the second lawyer, we will ask the president of the Law Society of Ireland to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

8. 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 endorsement did not exist.

9. This endorsement will be governed by the laws of the Republic of Ireland.

Helpline Services

We provide these services 24 hours a day, 7 days a week during the period of insurance.

Legal Advice Service

We will give an insured person confidential legal advice over the phone on any personal legal problem under the laws of the Republic of Ireland or the United Kingdom. To access this service telephone (01) 8658807 and quote “AXA Van”.

Drivers’ Assistance Service

We will arrange help for an insured person if the insured vehicle cannot be driven because of an accident or breakdown in the Republic of Ireland or the United Kingdom. We will ask a contractor to help, but the insured person must pay the contractor’s costs, including call-out charges. We will not accept responsibility if the Helpline Services fail for reasons we cannot control.

To help us check and improve our service standards, we record all calls.

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

1565561 - CICA Policy Light Commercial Vehicle v5.indd 27 15/09/2021 16:06

General conditions

This policy is only valid if:

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

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

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

1 Cancelling the policy

To cancel the policy, just advise us by phone or in writing and return your certificate of insurance and insurance disc. 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 paid.
- otherwise, we will issue a refund based on the unused days left to run on the policy, less an administration fee, provided you have not claimed or been involved in any incident likely to result in a claim during the current period of insurance. We will not refund an amount less than €15.

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

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

2 Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building-society account, you must keep your payments up to date. If you do not pay by instalments, we will withdraw the option to pay by instalments or cancel the policy (or both).

3 Handling claims against you

We may take over and deal with the defence or settlement of any claim in the name of the insured driver.

4 Changes to your policy

This policy is based on the factual information you provided. These facts are represented by the answers you have given to questions we have asked and/or the proposal form you completed and/or the statement of facts we last issued. If any of these facts have changed you must let us know immediately otherwise cover may not operate.

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

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

If a change to your policy, including the administration charge, results in:

- a return premium of less than €15, we will not refund it
- an additional premium of less than €15, we will not charge it

1565561 - CICA Policy Light Commercial Vehicle v5.indd 28 15/09/2021 16:06

5 If you choose not to or cannot drive your vehicle

If your vehicle is laid up and out of use, you can suspend your cover by returning your certificate and disc of motor insurance to us.

We will suspend all cover when we receive the certificate and disc of insurance, except for loss of damage caused by fire and theft, or attempted theft, if we cover fire and theft under the policy.

You are entitled to a refund of 75% of the premium for the period we suspend the policy (80% if cover is third party only) as long as:

- your vehicle is not laid up as a result of a claim;
- the policy is suspended for more than 28 days;
- the policy is not issued or renewed for less than 12 months; and
- you do not make a claim during the period of suspension.
- the laying up does not result from loss or damage which may give rise to a claim under the policy.

You must pay all premiums due during a period of suspension by the due date including any instalment payments.

6 Claims procedure

If there is an accident, you must immediately do whatever you can to protect the vehicle and its accessories. You or your legal representative must give us full details by phoning the claims helpline (1890 24 7 365) as soon as possible, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing.

You, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission.

If your vehicle is stolen, you must tell us as soon as possible by phoning our claims helpline on 1890 24 7 365. You must also tell the gardaí.

7 Looking after your vehicle

You must do all you can to prevent injury to other people and protect your vehicle and keep it in a roadworthy condition. If you do not do this, your right to claim under your policy may be affected. You must let us examine your vehicle at any reasonable time if we ask to do this.

8 Other insurance

If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

9 Getting our claims costs back

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may get that payment back from you or from the person responsible.

If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

10 Misrepresentation and Deception

Insurance fraud is a crime and penalises innocent drivers.

Definitions:

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

All of the information which you gave us and all of the answers you have provided to the questions which we asked you leading to the inception of this contract of insurance have effect as representations made by you to us.

- Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 29 15/09/2021 16:06

Negligent Misrepresentation

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

(a) Avoid the contract and return your premium if we would not have entered into the contract under any terms

(b) If we would have entered the contract but on different terms, treat the contract as if those different terms apply

(c) If we would have entered the contract but at a higher premium we may reduce proportionately the amount to be paid on any claim

If you have made a negligent misrepresentation and no claim has arisen we may terminate the contract on reasonable notice to you.

Fraudulent Misrepresentation

If a claim is made and if any answer given by you to us involves a fraudulent misrepresentation or where any conduct by you (relative to the contract or the steps leading to its formation) involves fraud of any other kind we may avoid this contract of insurance.

Fraudulent Claims

If you or anyone acting for you:

- makes a claim under the policy, knowing the claim is false or misleading, 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, or
- in connection with a claim makes a statement to us or anyone acting on our behalf, knowing the statement is not true, or
- 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

11 Arbitration

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services and Pensions Ombudsman (see page 6 for contact details).

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, you have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

12 Payment

Any money paid under this policy will be paid in euro in Ireland. We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 19 of the Finance Act, 1950, as amended.

13 Drugs and alcohol

If your vehicle is involved in an incident and arising from its use, you or any person insured is convicted of a driving offence involving alcohol or drugs then cover under section 1 will not apply.

We reserve the right to recover under section 1 any amounts we have paid to cover any claims from the accident from you or any person driving.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 30 15/09/2021 16:06

General exceptions

1. This policy does not apply when your vehicle:

- is being used for purposes that are not shown in your certificate of insurance;
- is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
- is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
- is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
- is towing a caravan, trailer, or other vehicle for a payment; or
- is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.

2. This policy does not cover anyone who does not meet the policy terms and conditions.

3. This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.

4. This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:

- ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

5. This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:

   a. War, riot, revolution or any similar event.

   b. Any government, public or local authority legally taking or destroying your property.

   c. Any act of terrorism.
   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.

6. This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.

7. This policy does not provide cover for any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or damaging or reducing the availability of: a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 31 15/09/2021 16:06

8. This policy does not provide cover for any accident, injury, loss, damage or liability whatsoever while your vehicle is operating as a tool of trade, and such vehicle or plant forming part of such or attached to its designed to operate as a tool of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).

9. This policy document replaces any previous policy documents issued by AXA Insurance dac.

1565561 - CICA Policy Light Commercial Vehicle v5.indd 32 15/09/2021 16:06

Notes

1565561 - CICA Policy Light Commercial Vehicle v5.indd 33 15/09/2021 16:06

Notes

1565561 - CICA Policy Light Commercial Vehicle v5.indd 34 15/09/2021 16:06

We're here to help.

If you have any questions,
contact your Broker

For help with claims, ring us on

1890 24 7 365

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155. We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer service. AXA Insurance dac is regulated by the Central Bank of Ireland. AB041 09/21 OMG1565561 v5