



CAROLE NASH



**CLASSIC CAR**

INSURANCE DOCUMENTS

# CONTENTS

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<b>THE CAROLE NAHS PROMISE</b>	<b>2 - 3</b>	<b>COMBINED IRISH &amp; EUROPEAN BREAKDOWN RECOVERY &amp; LEGAL PROTECTION</b>	<b>17 - 23</b>
<b>THE CAROLE NASH SERVICE</b>	<b>4 - 8</b>	Definitions	17
Breakdown assistance	4	<b>LEGAL PROTECTION POLICY</b>	
Legal protection	4	Legal helpline	18
European cover	5	<b>SECTION 1</b>	
Agreed value	5	Motor prosecution defence	18
Home insurance	6	<b>SECTION 2</b>	
Travel insurance	6	Motor contract cover	18
Making a claim	7	<b>SECTION 3</b>	
Things we need to know	7	Accident, loss recovery & injury	18
How do I renew?	8	<b>IRISH &amp; EUROPEAN BREAKDOWN RECOVERY POLICY</b>	
The Basis of your Contract of Classic Car Insurance	10	<b>SECTION 4</b>	
<b>CLASSIC CAR INSURANCE POLICY WORDING</b>	<b>11 - 17</b>	Republic of Ireland assistance	20
Definitions	11	<b>SECTION 5</b>	
<b>SECTION 1</b>		European assistance	20
Liability to others	11	What is not covered under any section	22
<b>SECTION 2</b>		Conditions that apply to all sections	22
Cover for fire & theft	12	Complaints procedure	23
<b>SECTION 3</b>			
Damage to your vehicle	13		
<b>SECTION 4</b>			
Windscreen	13		
<b>SECTION 5</b>			
Personal accident	13		
<b>SECTION 6</b>			
Audio equipment cover	14		
<b>SECTION 7</b>			
Wedding use	14		
<b>SECTION 8</b>			
Foreign use	14		
General exceptions	14		
Policy conditions	15		
Complaints procedure	16		

# WELCOME

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We are only too well aware that our continued success depends on delivering nothing short of excellence to you, the policyholder. Indeed it is our unwavering commitment to the highest standards of personal service that has enabled us to become one of the UK and Ireland's biggest motorcycle insurance specialists, and a fast - growing force in the modern and classic car sector.

We share and understand your passion, which means we can deliver knowledgeable advice and, backed by the latest technology, prompt and courteous service.

We also operate one of the best training and development programmes in the industry to ensure our staff are equipped with the broad range of skills necessary to deliver service excellence.

We hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet are three sections:

- The Carole Nash Service - providing you with details about the Carole Nash benefits package, along with details of our other product offerings.
- Classic Car Insurance policy wording - containing information about your policy cover.
- Breakdown and Legal protection policy wording - containing details about your breakdown and legal cover.

Please take time to read the policy wordings and your Carole Nash Terms of Business (enclosed with your documents) as they contain vital information about your policy.

Thank you for choosing Carole Nash.



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

# THE CAROLE NASH PROMISE

## OUR COMMITMENT TO YOU

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We believe that as a Carole Nash customer you have the right to know what you can expect from us.

We also believe that as we are committed to excellent service, we should be honest and confident enough to publish our service standards. This is why we give every customer a copy of our Customer Promise.

If you feel we have failed to meet any of these promises we have made to you, please contact our Customer Relations Team on 1800 298 551 or by emailing [customerrelations@carolenash.com](mailto:customerrelations@carolenash.com)

### OUR PROMISES TO YOU ARE:

1. We will handle your business quickly and efficiently, if we say we will do something, we will do it.
  - We will endeavour to ensure our call centre and administration departments are staffed appropriately to deal with your needs.
  - We complete extensive system accuracy checks to ensure we get things right and that we achieve what we have promised you.
2. Our products and services are designed specifically to meet your particular needs.
  - We hold regular reviews with our Insurers, and are able to design unique and innovative policies.
  - We respond to the feedback from the biking community to ensure the products we provide are customer focused.
3. You will only deal with knowledgeable and properly trained staff.
  - Every new member of staff spends an appropriate amount of time with our training team and must undertake an extensive training course before they may even begin to assist you.
  - We continually review both our products and industry regulation to ensure every member of staff has the necessary competency to fulfil your requirements.
  - Through call recording we are able to monitor and evaluate calls to ensure that our staff members consistently offer you a professional service and advice that is clear, fair and not misleading.
4. Where we offer advice we will recommend a policy that is right for your needs and which takes into account your particular circumstances. Where advice is not offered this will be made clear to you and you will be given sufficient information to enable you to select a policy that meets your needs.
  - We will make you aware of any particular exclusions or limitations on your policy before you commit to purchasing.
  - We will tailor our advice to ensure you have a clear understanding of the products and services we offer.
5. We will give you clear information at all times. We will not use jargon and we will check to make sure you clearly understand the information provided.
  - All documentation is written in plain English.
  - Our website and our document packs are regularly reviewed to ensure the information that they contain is clear and easy to understand.

6. We will continue to keep in touch with you to ensure we remain up-to-date with any issues that are important to you.

- The use of customer surveys ensures that we keep up-to-date with your needs, and measures your opinion of Carole Nash and the service we provide.
- Continued support of motorcycle shows and working closely with local motorcycle clubs ensures we understand the needs of the biking community.

7. We do not like to make mistakes, but if they do happen, we will be honest and open enough to apologise, and correct them as quickly as we can.

- We accept we are responsible for our actions, we admit to mistakes and put matters right at the first opportunity.
- Management Information enables us to look at where things have gone wrong. We are then able to implement systems and controls to reduce the risk of it happening again.
- If you are unhappy in any way with the service you have received from Carole Nash, our complaints procedure enables you to express your dissatisfaction and have a full understanding of how your complaint will be handled.

If unfortunately you feel our customer service levels have failed to meet your expectations, please contact us:

By telephone:

For claims related complaints, call the Carole Nash Claims Service Dept on 1800 930 803.

For any other type of complaint, call the Carole Nash Customer Services Dept on 1800 298 551.

In writing:

Customer Relations Team  
Carole Nash Insurance Consultants Ltd  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU  
UK

If you are not satisfied with the response you receive you may be entitled to refer the matter to the Financial Services Ombudsman's Bureau.

# BREAKDOWN ASSISTANCE

With Carole Nash more comes as standard. Among the many benefits included with your policy is extensive breakdown insurance, providing you with that extra peace of mind.

Our cover incorporates AXA Assistance homestart services, roadside assistance, vehicle recovery, onward travel to your intended destination and the arrangement of overnight or emergency accommodation if required.

On the inside back cover of this booklet, you'll find a Carole Nash breakdown card. Please keep this with your vehicle, so that you are able to seek speedy assistance in the event of a breakdown.

This great benefit provides the reassurance, that should you break down, help will soon be on its way - at no extra cost to you.

Should you need breakdown assistance, simply call the relevant number below:

In Ireland	0906 486 354
In the UK	0800 093 5318
Rest of Europe	0044 1737 815 310

# LEGAL PROTECTION

Most of the accident claims Carole Nash handle are not the fault of people insured with us.

Because recovering losses incurred due to accidents can be frustrating, costly and time consuming, included within your policy is legal protection insurance. This provides cover up to €75,000 when you are involved in an accident, which is not your fault.

The service is provided in conjunction with Arc legal protection. It insures your legal costs to help you recover policy excess, loss of earnings, hire of another vehicle and compensation for any injury you suffer as a result of the accident.



# EUROPEAN COVER

Should you be planning to journey with your vehicle to Europe, you'll be delighted to hear that your policy includes cover when visiting any European Union country - along with a number of other non-EU destinations, which are listed on the back of your Certificate of Motor Insurance.

There is no extra charge for this cover - it's just one more reason why you've made a good choice in selecting Carole Nash for your insurance needs.

The number of days cover provided to you is shown in your Policy Schedule.

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your vehicle overseas for longer than is stated in your Policy Schedule, please call us on 1800 298 551 and we will be pleased to advise you of your options.

Carole Nash also provides great value single and multi-trip travel insurance. For more details see page 6, or call us on 1800 930 801.

# AGREED VALUE

Some policies - particularly those covering vintage, classic, custom or high value vehicles - allow you to cover your vehicle according to a previously agreed value. This provides the peace of mind of knowing the sum you will receive should your vehicle be stolen and not recovered, or written off.

If you qualify for agreed valuation you will be asked to complete an assessment form. You will need to provide clear, recent photographs showing both the interior and exterior of your vehicle, from which its value will then be professionally assessed. For more information, call us on 1800 298 551.

# HOME INSURANCE

Using our position as one of Ireland and the UK's biggest and most respected insurance intermediaries, we have secured both excellent cover and highly competitive home insurance rates from our panel of leading Insurers.

As you would expect from Carole Nash, our home policies provide a range of benefits as standard, including cover for the contents of your fridge and freezer, Christmas and wedding gifts and garden furniture and ornaments.

Ensure your home is as protected as your car, call us on 1800 930 801.

# TRAVEL INSURANCE

One of the latest additions to the Carole Nash portfolio is great value European and worldwide travel insurance, which can cover you for anything from basking on a sunsoaked beach, to touring across continents.

As always, these offer extensive protection with standard benefits including up to €10 million in medical expenses cover, plus cancellation, delay, personal effects and personal accident insurance.

Going overseas, why not give us a call on 1800 930 801.



# MAKING A CLAIM

Suffering an accident or theft can be distressing and inconvenient. We understand this, which is why our highly trained, in-house claims team is on hand to provide you with reassurance, practical advice and assistance - and ensure your claim is swiftly, sympathetically and professionally processed.

The Carole Nash claims service removes much of the form filling, which therefore removes the hassle and inconvenience involved in many claims processes.

With Carole Nash, one call does it all. You simply call our claims hotline on 1800 930 803 and an experienced claims handler will take down the details of your claim over the phone and promptly return the form to you for your review and signature.

## **Accident not your fault?**

Because your Carole Nash benefits package includes legal protection insurance, we will help you recover your losses and may be able to provide you with a replacement vehicle.

To make a claim, simply call our in-house team on 1800 930 803.

# THINGS WE NEED TO KNOW

To ensure your policy remains valid and provides you with the best possible protection, it is important that you advise us immediately of any changes to your circumstances (or the circumstances of others insured on the policy).

Important changes include:

- Occupation
- Change of address or vehicle
- Any vehicle modification
- Any motoring convictions, fixed penalty notices or accidents (even if you do not make a claim)
- Any additional drivers
- Exceeding limited mileage limits, if applicable

This is not a full list. If you are not sure whether to report any change, please contact our Customer Services team on

1800 298 551. We may re-assess your cover and premium as a result of any important information you give.

# HOW DO I RENEW?

To ensure you continue to enjoy the great value and service offered by Carole Nash, we will write to you in good time before your insurance is due for renewal, to give you details of your new quote and policy.

Then all you need do is call us on 1800 930 802, having to hand:

- Your broker reference number (you will find this on your renewal notice)
- Details of your debit or credit card number

If you prefer, you can pay by cheque (made out to Carole Nash Insurance) by simply signing and returning your renewal form in the pre-paid envelope provided. Please refer to your renewal invite for details.

# CONTENTS

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## CLASSIC CAR INSURANCE POLICY WORDING

Definitions	11
<b>SECTION 1</b>	
Liability to others	11
<b>SECTION 2</b>	
Cover for fire & theft	12
<b>SECTION 3</b>	
Damage to your vehicle	13
<b>SECTION 4</b>	
Windscreen	13
<b>SECTION 5</b>	
Personal accident	13
<b>SECTION 6</b>	
Audio equipment cover	14
<b>SECTION 7</b>	
Wedding use	14
<b>SECTION 8</b>	
Foreign use	14
General exceptions	14
Policy conditions	15
Complaints procedure	16

## COMBINED IRISH & EUROPEAN BREAKDOWN RECOVERY & LEGAL PROTECTION

Definitions	17
<b>LEGAL PROTECTION POLICY</b>	
Legal helpline	18
<b>SECTION 1</b>	
Motor prosecution defence	18
<b>SECTION 2</b>	
Motor contract cover	18
<b>SECTION 3</b>	
Accident, loss recovery & injury	18
<b>IRISH &amp; EUROPEAN BREAKDOWN RECOVERY POLICY</b>	
<b>SECTION 4</b>	
Republic of Ireland assistance	20
<b>SECTION 5</b>	
European assistance	20
What is not covered under any section	22
Conditions that apply to all sections	22
Complaints procedure	23

# THE BASIS OF YOUR CONTRACT OF CLASSIC CAR INSURANCE

Details of your Insurer can be located in your Policy Schedule

This document is evidence of a legally binding contract of insurance between you (the insured) and us (the Insurer named in your Policy Schedule). The contract does not give, nor does it intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of this contract without getting anyone else's permission.

The contract is based on the information you gave us and shown in the Statement of Fact and all further information contained in any proposal and any declaration made to us.

We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this insurance. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium including any tax or levies which apply.

It is possible to choose the law which is applicable to this contract. Unless we have agreed otherwise, Irish law will apply. This insurance is provided by certain Insurers. Each Insurer is only liable for their own share of the risk and not for each other's share. You may ask for the names of the Insurers and the share of the risk each has taken on.

This Policy shall be operative only while the Certificate of Insurance is in force.

Government Levy has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1990 (as amended).

Signed for and on behalf of the Insurers



David Newman  
Managing Director  
Carole Nash Insurance Consultants Ltd.

# CLASSIC CAR INSURANCE POLICY WORDING DEFINITIONS

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The following words or phrases have the meanings given below whenever they appear in this document, Policy Schedule and endorsements.

## AGREED VALUE (IF APPLICABLE)

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

Note: Agreed value can be considered only if you have submitted all necessary photographs (and valuation if required) and these have been received and accepted by Carole Nash Insurance Consultants Ltd. If this documentation has not been received and your vehicle is lost, totally destroyed or damaged, the most we will pay will be market value.

## CERTIFICATE OF MOTOR INSURANCE

Evidence that you have the motor insurance required by law. It shows who may drive the vehicle 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.

## 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 or revised Policy Schedule.

## EXCEPTIONS

These describe what this insurance does not cover.

## EXCESS

A contribution by you towards a claim under this insurance as indicated in the Policy Schedule.

## INSURER/WE/OUR/US

The Insurer described in the Policy Schedule.

## MARKET VALUE

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

## PERIOD OF INSURANCE

The period of time covered by this insurance (as shown in the Certificate of Motor Insurance and your Policy Schedule) and any further period we accept your premium for and provide you with a new Certificate of Motor Insurance and Policy Schedule.

## POLICY

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

## POLICYHOLDER

The person(s) or company or partnership named in the Policy Schedule.

## POLICY SCHEDULE/AMENDED POLICY SCHEDULE

The document showing the vehicle we are insuring and cover which applies. Please read the Policy Schedule carefully.

## PROPOSAL FORM OR STATEMENT OF FACT

The document completed by you or on your behalf by your insurance advisor which contains information you gave at the time the insurance was arranged and on which we have relied in providing this insurance.

## RACE TRACKS

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.

## TERRORISM

This means using or threatening violence or action against people, property, business or everyday life for political, religious or ideological reasons.

## UNITED KINGDOM/UK

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

## YOU/YOUR

The person named as “the insured” in the Policy Schedule, or as “the policyholder” in any Certificate of Motor Insurance or renewal notice that applies to this insurance.

## YOUR VEHICLE/INSURED VEHICLE

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

# SECTION 1 LIABILITY TO OTHERS

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## WHAT IS COVERED DRIVING YOUR VEHICLE

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 driving, using or in charge of your vehicle, or caused by a trailer, caravan or other vehicle that is attached to your vehicle, during the period of insurance.

### COVER FOR OTHER PEOPLE

We will also cover the following people for legal liabilities to others;

- Named drivers provided they are permitted to drive as shown on your Certificate of Motor Insurance.
- Any passenger travelling in or getting in or out of your vehicle.
- Any accident involving a trailer, which is attached to your vehicle.

### BUSINESS USE

If your Certificate of Motor Insurance allows business use, we will insure your employer or business partner against the events shown on above under ‘Driving your vehicle’ while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner, 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 c2000 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.

### SPECIAL PROVISION IN RESPECT OF UK USE

In so far as concerns occurrences in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, the Insurer will indemnify any person using the Insured Vehicle against liability for emergency treatment payments under the Road Traffic Acts.

### EUROPEAN UNION (EU) COMPULSORY COVER

We provide the minimum cover required by law to

allow you to use your vehicle in any of the following countries.

Any country, which is a member of the European Union

Any other country which:

- agrees to meet European Commission Directives on motor insurance; and
- satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.

European Union (EU) compulsory cover does not apply when you are driving a motor vehicle that you do not own and have not hired under a hire purchase or leasing agreement.

### WHAT IS NOT COVERED

These exclusions apply to the whole of Section 1

– Liability to others;

- Death of, or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- 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 motor vehicle covered under this insurance.
- Loss of, or damage to, any vehicle, caravan or trailer being towed or attached to your vehicle and any property carried in or on them.
- Anyone who does not have a valid licence for driving your vehicle.
- Any consequence of terrorism unless we have to meet the requirements of any road traffic legislation.

## SECTION 2

### COVER FOR FIRE & THEFT

#### WHAT IS COVERED

If your vehicle is damaged by fire, theft or attempted theft during the period of insurance, we will either repair the vehicle or give the legal owner a cash settlement at market value or to the agreed value if your vehicle is insured on that basis.

If your vehicle is insured on an agreed value basis (as stated on your Policy Schedule) in the event of a total loss you may be able to purchase the remaining salvage at the amount your vehicle will attract in the open market in its damaged condition. This will be decided on an individual claim basis.

### 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 or damage to any telephone, television, video, traffic information system or CB radio equipment fitted to or carried in the vehicle.
- Depreciation in value of your vehicle after you have made a valid claim under this section.
- Loss or damage caused by deception.
- Any loss or damage if your vehicle is left unlocked; your vehicle windows are left open or your vehicle keys or anything else which replaces a key (such as a special card) are left in, on or about your vehicle while it is unattended or unoccupied.
- Any loss or damage if you have exceeded the annual mileage limit.
- Compensation or expenses as a result of you not being able to use your vehicle.
- Loss of, or damage to accessories unless your vehicle is damaged or stolen at the same time.
- Theft or unauthorised taking of your vehicle by a member of the policyholder's family or anyone normally living with you.
- Loss of, or damage to, any non-standard parts/ equipment fitted to or carried in your vehicle.
- Loss or damage to your vehicle due to or occasioned by the impounding or destruction of your vehicle by an authorised body.
- Loss of or damage to trailers.
- Loss or damage from taking your vehicle and returning to its legal owner.
- Damage to tyres by braking, punctures, cuts or bursts.

## SECTION 3 DAMAGE TO YOUR VEHICLE

### WHAT IS COVERED

If your vehicle is damaged as a result of an accident, malicious damage or is vandalised during the period of insurance, we will either repair the vehicle or give the legal owner a cash settlement at market value or to the agreed value if your vehicle is insured on that basis.

If your vehicle is insured on an agreed value basis (as stated in your Policy Schedule) in the event of a total loss you may be able to purchase the remaining salvage at the amount your vehicle will attract in the open market in its damaged condition. This will be decided on an individual claim basis.

### 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.
- Depreciation in value of your vehicle after you have made a valid claim under this section.
- Compensation or expenses as a result of you not being able to use your vehicle.
- Loss or damage to any non-standard parts/ equipment fitted to or carried in your vehicle.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- Damage caused by frost, smog or any gradual process.
- Loss of, or damage to accessories unless your vehicle is damaged or stolen at the same time.
- Any loss or damage if your vehicle is left unlocked; your vehicle windows are left open or your vehicle keys or anything else which replaces a key (such as a special card) are left in, on or about your vehicle while it is unattended or unoccupied.
- Any loss or damage if you have exceeded the annual mileage limit.
- Loss or damage resulting from unauthorised taking of your vehicle by a member of the policyholder's family or anyone normally living with you.
- Loss of or damage to trailers.
- Loss or damage from taking your vehicle and returning to its legal owner.
- Loss or damage to any telephone, television, video, traffic information system or CB radio equipment fitted to or carried in the vehicle.
- Loss or damage caused by deception.
- Loss or damage to your vehicle due to or occasioned by the impounding or destruction of your vehicle by an authorised body.
- Damage to tyres by braking, punctures, cuts or bursts.

## SECTION 4 WINDSCREEN

### WHAT IS COVERED

We cover loss or damage to the windscreen or window glass for your vehicle and any damage to the bodywork caused by the broken glass. Please refer to your Policy Schedule for the amount of cover provided and the excess.

### WHAT IS NOT COVERED

Please refer to your Policy Schedule.

## SECTION 5 PERSONAL ACCIDENT

### WHAT IS COVERED

We will pay the amount shown as personal accident



in your Policy Schedule if you, your husband or wife are accidentally injured whilst in or getting in or out of your vehicle.

We will pay out within three months if the injury results in:

- Death
- Loss of sight in one or both eyes
- Loss of one or more hands or feet

We will only pay one benefit for death or injury to any person for any one incident.

### WHAT IS NOT COVERED

Death or injury caused by suicide or attempted suicide.

Any claim for injury or death where the person was under the influence of alcohol or drugs.

Please refer to your Policy Schedule for any other exclusions under this section of your policy.

## SECTION 6 AUDIO EQUIPMENT COVER

Please refer to your Policy Schedule for cover details.

## SECTION 7 WEDDING USE

If stated in your Policy Schedule, your policy includes cover for you and any named drivers listed on your Certificate of Motor Insurance to drive the vehicle in connection with wedding use.

## SECTION 8 FOREIGN USE

In addition to the cover provided in the “European Union (EU) compulsory cover” subsection of Section 1 – Liability to others, we will automatically provide cover shown in your Policy Schedule when you are visiting a country, which is a member of the European Union. We will also automatically provide cover for non-EU Countries detailed on the reverse of your Certificate of Motor Insurance.

While you are visiting these countries, your insurance will be extended to cover the following:

- Your vehicle 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 vehicle:
  - the reasonable cost of delivering your vehicle 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 vehicle 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.

Important: The length of time that we will give cover for under this section in any one period of insurance will be limited. The number of days that we will provide this cover for will be specified in the endorsements shown in your Policy Schedule.

If you want to travel to a country that is not shown on the back of your Certificate of Motor Insurance, or if you wish to go for longer than the number of days shown in your endorsement, please contact our Customer Services team on 1800 298 551.

## GENERAL EXCEPTIONS

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

1. Any liability, accident, injury, loss or damage that happens while any vehicle covered by this insurance is:
  - being used for a purpose which the vehicle is not insured for;
  - in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive;
  - in the charge of anyone who is excluded from driving by an endorsement, other than cover required under the Road Traffic Act;
  - being driven by or in the charge of anyone who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
  - being driven by or in the charge of anyone who does not meet the terms and conditions of their driving licence;
  - being used while in an unsafe condition;
  - kept or used in an unroadworthy condition;
  - being kept or used without a current Department of Environment (N.C.T.) certificate if one is needed;
  - 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 driving or control of the vehicle;
  - being used on any race track or off road activity of any description, (except where we need to provide



cover to meet the compulsory motor insurance law).

2. Any liability that you have agreed to accept unless you would have had that liability anyway.
3. Any accident, injury, loss or damage caused directly or indirectly by:
  - war, invasion, 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);
  - incidents caused by riot or civil unrest outside of England, 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).
4. Any liability, loss or damage that happens outside the Republic of Ireland or UK (apart from where cover is provided under Section 8 - Foreign use, or unless you have paid an extra premium to extend your cover).
5. Any proceedings brought against you outside the Republic of Ireland or UK, unless they result from using your vehicle in a country which we have agreed to extend this insurance to cover.
6. 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.

## 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. HOW TO MAKE A CLAIM

Contact Carole Nash Insurance Consultants Ltd with full details immediately after any damage or accident which might result in a claim under this policy. You or any other person claiming indemnity under this policy must send any writ, summons or other correspondence to Carole Nash immediately.

If you are making a claim following the theft or attempted theft of, or malicious damage to your vehicle, you must give immediate notification of the incident to the Garda.

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

### 3. OTHER INSURANCE

If you were covered by any other insurance for the incident which resulted in a valid claim under this policy, we will only pay our share of the claim.

### 4. REASONABLE PRECAUTIONS

You must take all reasonable steps to keep your vehicle in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking your vehicle without your permission.

The vehicle must be kept or used with a valid Department of Environment (N.C.T) certificate, if one is needed. You must also keep all legal regulations relating to your vehicle and its ownership. You must allow us to examine your vehicle whenever we ask.

### 5. 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, as far as they apply.

### 6. FAILURE TO PAY A PREMIUM INSTALMENT

If you fail to pay an instalment you will be given notice of cancellation, if payment is not made within

the period of this notice, the policy will be cancelled and a 'time on risk' charge will be made. If the policy is cancelled, you are required by law to return the Certificate of Motor Insurance to us, under the rules of the Road Traffic Acts.

## 7. CANCELLATION

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 before the expiry date, other than in accordance with above, no premium will be returned.

You must return your Certificate of Motor Insurance, signed and dated, to Carole Nash Insurance Consultants Ltd at 1 Grants Row, Lr. Mount Street, Dublin 2.

In the unlikely event that we need to cancel your policy, we will give you at least seven days notice in writing. This will be sent to your last known address. We will work out any refund (if applicable) for the unused part of your premium, minus a Carole Nash administration fee. Please refer to the Carole Nash Terms of Business.

Please bear in mind that it is an offence under the Road Traffic Act to drive, or permit a motor vehicle to be on a public highway or other public place, if you have not met the minimum insurance requirement.

## 8. AVOIDING CERTAIN TERMS AND RIGHT OF RECOVERY

We may have to pay a claim because the law of a country which this policy runs 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.

## 9. IMPORTANT CHANGES

You must tell Carole Nash Insurance Consultants Ltd immediately about any change in risk which could affect your policy. For example, you must tell Carole Nash Insurance Consultants Ltd if any of the following happens:

- you or any other driver has been convicted of any motoring offence or fixed penalty offences;
- you or any other driver has been convicted of a criminal offence or have any possible prosecutions outstanding;
- the main driver of your vehicle changes;
- the registered keeper or the owner of your vehicle changes;
- the number of vehicles in your family changes;
- any modifications are made to your vehicle;
- you change the place where you usually keep your vehicle;
- any driver develops a health condition which may affect their driving;

- the mileometer on your vehicle fails (applicable only if you have submitted an annual mileage declaration).
- you change your occupation

This is not a full list. If you are not sure whether to report any change, please speak to Carole Nash Insurance Consultants Ltd. We may re-assess your cover and premium as a result of any important information you give Carole Nash Insurance Consultants Ltd.

If you do not tell Carole Nash Insurance Consultants Ltd anything which is relevant:

- your policy may not be valid; and
- we may reject your claim

## 10. FRAUDULENT CLAIMS

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated or provides false or stolen documentation in support of a claim, we will not pay the claim and cover under this insurance will be cancelled or voided from the inception. You may also have to repay money we have already paid to you and no return premium will be given. The Garda may also be notified.

## 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, please refer to the Carole Nash Promise, which can be found on pages 2 and 3.

If your complaint is in relation to the Insurer, please write to the Chief Executive at the address shown in your Policy Schedule.

If you are still unhappy following receipt of the Insurer's final response, you can refer the dispute to the Financial Services Ombudsman's Bureau who will review your case on an independent basis. The address is:

Financial Services Ombudsman's Bureau  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Please note that the Financial Services Ombudsman's Bureau will only deal with your complaint if you have

already given the Insurer the opportunity to resolve it. The procedure outlined above is entirely without prejudice to your rights in Irish Law and you are free at any stage to seek legal advice and take legal action.

### FINANCIAL SERVICES AUTHORITY

We are authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate. Or you can phone them on 0044 845 606 1234.

### FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0044 20 7892 7300.

## COMBINED IRISH & EUROPEAN BREAKDOWN RECOVERY & LEGAL PROTECTION

### DEFINITIONS

The following definitions apply to all sections:

#### YOU, YOUR

Any person named in your current Certificate of Motor Insurance or any person authorised to drive or be a passenger in, or on, the insured vehicle.

#### INSURED VEHICLE

Your motor vehicle as described in your 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.

#### THE FOLLOWING DEFINITIONS ONLY APPLY TO SECTIONS 1, 2 AND 3:

##### WE, US, OUR

Arc Legal Assistance Limited who administer this insurance on behalf of Inter Partner Assistance who are the Insurers and are a wholly owned subsidiary

of AXA Assistance SA and part of the worldwide AXA Group.

#### LEGAL REPRESENTATIVE

The solicitor, or other person appointed to represent you and protect your interests.

#### COSTS

Under this policy we will pay the following:

- The professional fees, and expenses reasonably and properly charged by the legal representative, up to the standard rates set by the courts.
- Your opponent's costs which you are ordered to pay by a court.

The most we will pay for all claims arising out of one event is €75,000.

#### TERRITORIAL LIMIT

The territorial limit for Sections 1 and 3 is the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

The territorial limit for Section 2 is the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

#### WHAT IS COVERED

If there is a reasonable chance of recovering damages or another remedy, or for a successful defence, and the event which gave rise to a claim occurs within the territorial limit and the period of insurance, we will pay costs of taking legal action within the territorial limit as a result of the following.

#### THE FOLLOWING DEFINITIONS ONLY APPLY TO SECTIONS 4 AND 5:

##### WE, US, OUR

AXA Assistance UK Limited who administer this insurance on behalf of Groupama Insurance Company Limited who are the insurers.

##### YOU, YOUR

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

#### TERRITORIAL LIMIT

The territorial limit for Section 4 is Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The territorial limit for Section 5 is the Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar,



Great Britain, Greece, Hungary, the Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Northern Ireland, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### **BREAKDOWN**

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

## **LEGAL PROTECTION POLICY LEGAL HELPLINE**

Carole Nash Breakdown and Legal Protection includes access to a Legal Helpline for advice, 24 hours a day, 365 days a year, on any personal legal matter. We may record the calls to protect you.

Legal Helpline Tel. No. 0044 844 770 1054.

When you call Legal Helpline quote Carole Nash Breakdown and Legal Protection and master policy number 10052. We will then ask you for a brief summary of the problem and these details will be passed on to an adviser who will return your call.

We agree to cover you under the terms and conditions of this policy, as long as the premium has been paid.

## **SECTION 1 MOTOR PROSECUTION DEFENCE**

### **WHAT IS COVERED UNDER SECTION 1**

We will pay the costs of defending your legal rights (including making an appeal against your conviction or sentence) after any event which results in criminal proceedings being brought against you for an offence relating to you owning or using the insured vehicle.

We will provide this cover as long as:

- the event happened within the territorial limit and within the period of insurance; and
- the claim will be decided by a court within the territorial limit.

### **WHAT IS NOT COVERED UNDER SECTION 1**

We will not provide cover for the following.

- 1 Parking offences which you don't get points on your licence for.
- 2 Driving while under the influence of drink or drugs.
- 3 Driving without insurance.
- 4 Any offence which would be covered under your

motor insurance policy or where you qualify for legal

aid.

- 5 An allegation of intentional violence or dishonesty or for anything that you have done deliberately or recklessly.

## **SECTION 2 MOTOR CONTRACT COVER**

### **WHAT IS COVERED UNDER SECTION 2**

We will pay the costs of you taking or defending legal action as a result of any action arising from a contract you have to:

- buy, hire, sell or insure the insured vehicle or its spare parts or accessories; or
- service, repair or test the insured vehicle.

### **WHAT IS NOT COVERED UNDER SECTION 2**

We will not provide cover for the following.

- 1 The first €150 of every claim under this section.
- 2 Any event which occurs within the first three months of this policy, unless the claim is for new goods or services bought after the start of this policy.
- 3 Any contract where the amount in dispute is less than:
  - €1500 for buying, selling or hiring the insured vehicle; or
  - €375 for servicing, repairing or testing the insured vehicle.
- 4 A dispute over the amount of money or other compensation due under an insurance policy.
- 5 An allegation of dishonesty.

## **SECTION 3 ACCIDENT, LOSS RECOVERY & INJURY**

### **WHAT IS COVERED UNDER SECTION 3**

We will pay the costs of you taking any legal action as a result of any road accident which causes the following.

- Your death or bodily injury while you are in, on or getting into, out of, onto or off the insured vehicle.
- Damage to the insured vehicle.
- Damage to property which you own or are legally responsible for and which is in or on the insured vehicle.
- We will provide this cover as long as:
  - the claim is not covered under any other insurance policy;
  - the road accident happened within the territorial limit and within the period of insurance;

- the claim will be decided by a court within the territorial limit; and
- you have a reasonable chance of recovering damages.

### WHAT IS NOT COVERED UNDER SECTION 3

We will not provide cover for the following.

- 1 Any claim arising out of a contract you have with another person or organisation.
- 2 A claim for an event which is not covered under your current motor insurance policy.

### WHAT IS NOT COVERED UNDER SECTIONS 1, 2 AND 3

- 1 Costs we have not agreed to in writing.
- 2 Costs you have paid directly to the legal representative or any other person without our permission.
- 3 Any VAT you can get back from elsewhere.
- 4 Costs which are disproportionate to the financial benefit that would be gained from the legal action.

### CONDITIONS THAT APPLY TO SECTIONS 1, 2 AND 3

If you do not keep to the conditions, we may cancel the policy and refuse any claim and withdraw from any current claim.

#### 1 YOU MUST DO THE FOLLOWING

- a Give us written details of your claim and any other supporting information we ask for.
- b Make your claim within six months of the event which caused the dispute.
- c Follow the legal representative's advice and provide any information he or she asks for.
- d Do everything you can to get costs back and pay them to us.
- e Get our written permission before you make an appeal.
- f Make sure that your legal representative keeps to all parts of condition 2.

#### 2 YOUR LEGAL REPRESENTATIVE MUST DO THE FOLLOWING

- a Get our written permission before instructing a barrister or expert witness.
- b Tell us if, at any stage, there is no longer a reasonable chance of a successful defence, getting damages back or getting any other solution.
- c Tell us straight away if the other party makes a payment into court or any offer to settle the matter.
- d Tell us the result of the claim when it is finished.

#### 3 WE WILL HAVE THE RIGHT TO DO THE FOLLOWING

- a Take over and deal with (in your name) any claim or proceedings.

- b Settle a claim by paying the amount in dispute.
- c Appoint the legal representative for you, and in your name.
- d Have any legal bill audited or assessed.
- e Contact the legal representative at any time, and have access to all statements, opinions and reports relating to the claim.
- f End your cover if, during the course of the claim, we think there is no longer a reasonable chance of success. If you continue the claim and get a better settlement than we expected, we will pay your reasonable costs which you cannot get back from anywhere else.
- g At the end of the claim, settle the costs covered by this policy if there is no other way of getting those costs back.

### 4 YOUR AGREEMENTS WITH OTHERS

We do not have to keep to any agreement between you and the legal representative or you and any other person or organisation.

### 5 CHOOSING THE LEGAL REPRESENTATIVE

When you need to start legal proceedings you can choose the legal representative. You must send his or her name and address to us. If we do not agree with your choice, we will settle the matter using the procedure in condition b on page 22.

When you are choosing the legal representative, you must remember that it is your responsibility to keep the cost of any claim or legal proceedings as low as possible.

### HOW TO MAKE A CLAIM UNDER SECTIONS 1, 2 OR 3

The claims procedure outlined below is administered by Arc Legal Assistance.

If you need to make a claim under Sections 1 or 2, call the Legal Helpline on 0044 844 770 1054.

The Legal Helpline will send you a claim form. Fill the claim form in and send it to:

Arc Legal Assistance  
PO Box 8921  
Colchester  
CO4 5YD

Telephone: 0044 844 770 9000

We will contact you once we have received the claim form.

If you need to make a claim under Section 3, contact Carole Nash Insurance Consultants Ltd. Carole Nash Insurance Consultants Ltd will pass the details of your claim on to a solicitor.

## IRISH & EUROPEAN

# BREAKDOWN RECOVERY POLICY

## SECTION 4

### REPUBLIC OF IRELAND ASSISTANCE

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The cover under Sections 4 and 5 is administered by AXA Assistance UK Limited and insured by Groupama Insurance Company Limited.

#### WHAT IS COVERED UNDER SECTION 4 1 HOME AND ROADSIDE ASSISTANCE

We will come out to the insured vehicle if you can't drive it after a breakdown, an accident or an act of vandalism within the territorial limit and within the period of insurance. We will try to repair the insured vehicle at the roadside. The repair work will be free of charge, for up to one hour, but you must pay the cost of any parts, fuel or other supplies used to repair the insured vehicle.

If we cannot repair the insured vehicle at the roadside and it 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;

##### 1A ONWARD TRAVEL

We will arrange and pay for the vehicle, you and six passengers to continue with your journey to your destination or to return home, or

##### 1B 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 six passengers. The most we will pay is €75 a person. You must pay for any extra hotel costs, or

##### 1C 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.

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.

#### 2 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.

#### 3 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 up to six passengers.

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.

#### 4 REPLACEMENT DRIVER

If you are the only driver and can't drive because you are ill or injured within the territorial limit and within the period of insurance, we can arrange and pay for a replacement driver to take you, the insured vehicle and your passengers to your home address within the territorial limit.

#### 5 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, an accident or an act of vandalism within the territorial limit and within the period of insurance.

#### 6 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.

#### 7 CLAIMS

We shall not be responsible for more than four 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.

You shall carry a serviceable spare tyre and wheel for your vehicle, trailer and caravan.

## SECTION 5 EUROPEAN ASSISTANCE

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We will provide car hire 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.

#### 1 ROADSIDE ASSISTANCE AND RECOVERY



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

If the insured vehicle can be repaired at the roadside, the repair work will be free of charge for up to one hour, but you must pay the cost of any parts, fuel or other supplies used to repair the insured vehicle.

If the insured vehicle cannot be repaired at the roadside, we will arrange and pay for it to be taken to the nearest repairer for it to be repaired at your cost.

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 0906 486 354.

## 2 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 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 UK following the loss or damage.

## 3 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.

## 4 ONWARD TRAVEL AND HOTEL ACCOMMODATION

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:

- Up to three nights bed and breakfast accommodation for you and up to six passengers. 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
- 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

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

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

## 5 REPLACEMENT DRIVER

If you are the only driver and can't drive because you are ill or injured within the territorial limit and within the period of insurance, we can arrange and pay for a replacement driver to take you, the insured vehicle and your passengers to your home address in the Republic of Ireland.

## 6 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, an accident or an act of vandalism within the territorial limit and within the period of insurance.

## 7 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.

## 8 CLAIMS

We shall not be responsible for more than four 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.

You shall carry a serviceable spare tyre and wheel for your vehicle, trailer and caravan.

## WHAT IS NOT COVERED UNDER SECTIONS 4 AND 5

We will not provide cover for the following.

- a Any costs we have not agreed to.
- b Any costs you would normally have to pay, such as petrol and toll charges.
- c An insured vehicle which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- d An insured vehicle without a current Department of Environment (N.C.T.) certificate (if one is

- needed) and valid motor tax disc on display.
- e The insured vehicle being used for any criminal act.
  - f Anything to do with alcohol, drugs or solvent abuse.
  - g 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.
  - h 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.
  - i Any release fees you have to pay if your vehicle is stolen and recovered by the Garda.
  - j Any loss or damage which is the result of the breakdown, accident or act of vandalism.
  - k 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.
  - l The cost or the quality of repairs when your vehicle is repaired in any garage to which the vehicle is taken.
  - m 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.

### WHAT TO DO IF YOU HAVE AN ACCIDENT OR A BREAKDOWN

- a In the Republic of Ireland, call us on 0906 486 354.
- b In the United Kingdom, call us on 0800 093 5318.
- c Outside the Republic of Ireland and the United Kingdom, call us on 0044 1737 815 310.
- d Our operator will ask you for the following.
  - Where you are.
  - Your vehicle registration number.
  - The make and colour of your vehicle.
  - A telephone number we can contact you on.
  - Details of what has happened.
- e Do not make your own arrangements.
- f 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.
- g 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 815 310. 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 0906 486 354.

## WHAT IS NOT COVERED UNDER ANY SECTION

### WE WILL NOT PROVIDE COVER FOR THE FOLLOWING.

- a 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.
- b The insured vehicle being used for racing, rallies or competitions.
- c Any costs covered by any other insurance policy.
- d Disputes between you and us, except disputes which can be dealt with under condition b.
- e 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.
- f Claims arising from war, invasion, riot, revolution or a similar event.

## CONDITIONS THAT APPLY TO ALL SECTIONS

### A NOTICES

Every notice which needs to be given under this policy must be given in writing.

If you give us notice, you must send it to our head office.

If we give you notice, we must send it to your last known address.

### B DISPUTES

If there is a dispute between you and us, the matter may be referred to an arbitrator, who you and we agree to. If we cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs.

### C 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.



## D GOVERNING LAW

This policy will be governed by the Irish Law.

## E CANCELLATION

Your policy is an annual contract. In the event of cancellation, no refund will be given.

## COMPLAINTS PROCEDURE

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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, please refer to the Carole Nash Promise, which can be found on pages 2 and 3.

If your complaint is in relation to Arc Legal Assistance Limited, please write to:

Arc Legal Assistance Limited  
PO Box 8921  
Colchester  
Essex  
CO4 5YD.

Phone: 0044 844 770 9000  
E-mail: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

If your complaint is in relation to AXA Assistance UK Limited, please write to:

The General Manager  
AXA Assistance UK Limited  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR

Phone: 0044 870 609 0023  
E-mail: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Services Ombudsman's Bureau who will review your case on an independent basis. The address is:

Financial Services Ombudsman's Bureau  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Please note that the Financial Services Ombudsman's Bureau will only deal with your complaint if you have

already given Arc Legal Assistance Limited and AXA Assistance UK Limited the opportunity to resolve it. The procedure outlined above is entirely without prejudice to your rights in Irish Law and you are free at any stage to seek legal advice and take legal action.

## FINANCIAL SERVICES AUTHORITY

We are authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate. Or you can phone them on 0044 845 606 1234.

## FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0044 20 7892 7300.





CAROLE NASH

## IRISH & EUROPEAN BREAKDOWN

### RECOVERY CARD

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

In the **UK** call

**0800 093 5318**

In **Ireland** call

**0906 486 354**

In the rest of **Europe** call

**0044 1737 815 310**



**CAROLE NASH**

**IRISH & EUROPEAN BREAKDOWN**

RECOVERY CARD

**Carole Nash Insurance Consultants Limited**

1 Grants Row, Lr. Mount Street, Dublin 2.

Tel: 1800 298 551 Fax: 01 636 9199 [www.carolenash.com](http://www.carolenash.com) email: [emerald@carolenash.com](mailto:emerald@carolenash.com)

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