

MOTORCYCLE



INSURANCE DOCUMENTS



CAROLE NASH
The care it deserves

Classic Bike

Multi-Bike

Custom Bike

Performance Bike

Scooter & Moped

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WELCOME

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

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

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

Phone: 1800 298 551

Email: emerald@carolenash.com

BREAKDOWN ASSISTANCE

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

In Ireland: 090 645 1972

In the UK: 0800 093 5318

Rest of Europe: 0044 1737 826 112

More information can be found on page 11.

LEGAL PROTECTION

It insures your legal costs to help you recover a policy excess, loss of earnings, hire of another vehicle and compensation for any injury you suffer as a result of an accident. This cover is included as part of your policy.

More information can be found on page 8.

EUROPEAN COVER

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.

More information can be found on page 5.

Thank you for choosing Carole Nash.

CONTRACT OF MOTORCYCLE 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.

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.

All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Irish Pounds until 31st December 2001, after which such monies will be Euro unless specifically stated to the contrary. This Policy shall be operative only while the Certificate of Motor 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
Chief Executive Officer
Carole Nash Insurance Consultants Ltd

MOTORCYCLE INSURANCE POLICY WORDING

DEFINITIONS

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

ACCESSORIES

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

AGREED VALUE (IF APPLICABLE)

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

Note: Agreed value can be considered only if you have submitted all necessary photographs (and 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 motorcycle 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 ride the motorcycle and what it may be used for.

CONDITIONS

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

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

MOTORCYCLE

A motorcycle is a mechanically propelled vehicle with or without a sidecar that has less than four wheels.

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 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

Terrorism 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

WHAT IS COVERED

RIDING 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
- damage to property;

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

RIDING OTHER VEHICLES

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

You are not insured against the following:

- any loss or damage to the vehicle you are riding.
- any event which occurs outside of the Republic of Ireland and the UK.
- any event which occurs when this Policy is not in the name of an individual person.
- any liability if you are not riding the motorcycle.
- securing the release of a motorcycle which has been seized or impounded by, or on behalf of, any government or public authority.

OTHER PEOPLE RIDING OR USING YOUR VEHICLE

The following people are also insured:

- any person you allow to ride or use your motorcycle, as long as this is allowed by your current Certificate of Motor Insurance and has not been excluded by an endorsement, exception or condition.
- any person who causes an accident while travelling on or getting on or off the insured vehicle as long as you ask us in writing, after the accident to indemnify the passenger.

BUSINESS USE

If your Certificate of Motor Insurance allows business use, we will insure your employer or business partner against the events shown above under 'Riding 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 €2,000 for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm.
- claimant's costs and expenses.
- all other costs and expenses incurred with the written consent of the Insurer.

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 motorcycle 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 riding any motorcycle 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.
- any consequence of terrorism unless we have to meet the requirements of any road traffic legislation.
- loss of or damage to any motorcycle or trailer covered under this insurance.

SECTION 2

COVER FOR FIRE & THEFT

WHAT IS COVERED

If your motorcycle or its accessories are damaged by fire, theft or attempted theft during the period of insurance, we will choose to either repair or replace your motorcycle or the accessory, or we will give the legal owner a cash payment up to or the same as the market value or agreed value of your motorcycle or the accessory at the time it was damaged.

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

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

If your motorcycle is insured on a market value basis (as stated in the Policy Schedule) in the event of a total loss the salvage/vehicle will become the property of the Insurer.

WHAT IS NOT COVERED

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

SECTION 3

DAMAGE TO YOUR VEHICLE

WHAT IS COVERED

If your motorcycle or its accessories are accidentally or maliciously damaged or vandalised during the period of insurance, we will choose to either repair or replace your motorcycle or the accessory, or we will give the legal owner a cash payment up to or the same as the market value or agreed value of your motorcycle or the accessory at the time it was lost or damaged.

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

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

If your motorcycle is insured on a market value basis (as stated in the Policy Schedule) in the event of a total loss the salvage/vehicle will become the property of the Insurer.

WHAT IS NOT COVERED

- the amount of the excess shown in the Policy Schedule.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres by braking, punctures, cuts or bursts.
- loss of use.
- depreciation in value of your motorcycle after you have made a valid claim under this section.
- loss of or damage to any accessory which is not permanently attached to your motorcycle at the time of the loss.
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- damage caused by frost, smog or any gradual process.
- loss or damage resulting from unauthorised taking of the motorcycle by a member of the policyholder's family or anyone normally living with you.
- loss of or damage to accessories unless your motorcycle is damaged at the same time.
- damage to specialist paintwork, including any engraving or precious metals, on your motorcycle.
- loss of or damage to trailers.
- loss or damage to your motorcycle or accessory due to or occasioned by the impounding or destruction of your motorcycle by an authorised body.
- loss or damage from taking your motorcycle and returning to its legal owner.

SECTION 4

FOREIGN USE

In addition to the cover provided in the “European Union (EU) compulsory cover” subsection of Section 1 - Liability to others, we will automatically provide the cover shown in your Policy Schedule when you are visiting any country which is a member of the European Union. We will also automatically provide the cover in your Policy Schedule when you are visiting Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

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

- your motorcycle being moved (including loading and unloading) by sea, rail or air 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 cost of delivering your motorcycle to you or to your home in the Republic of Ireland after necessary repairs have been finished; or
 - foreign customs duty you must pay because damage to your motorcycle prevents its return to the Republic of Ireland.
- General Average and Salvage charges if you are liable.

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

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

- any liability, accident, injury, loss or damage that happens while any motorcycle covered by this insurance is:
 - being used for a purpose which the motorcycle is not insured for;
 - in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to ride;

- is in the charge of anyone who is excluded from riding by an endorsement;
- being ridden by or in the charge of anyone who is disqualified from riding, who has not held a driving licence or who is prevented by law from holding one;
- being ridden by or in the charge of anyone who does not meet the terms and conditions of their driving licence;
- being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance;
- being used to carry passengers or goods in a way likely to affect the safe driving or control of the motorcycle;
- being used on a race track or off road activity of any description or de restricted toll roads such as the Nurburgring.
- any liability that you have agreed to accept unless you would have had that liability anyway.
- any loss, damage, injury, or liability directly or indirectly caused by:
 - war, invasion, 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);
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods (except where we need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the Republic of Ireland or UK (apart from where cover is provided under Section 4 - Foreign use, or unless you have paid an extra premium to extend your cover).
- any proceedings brought against you outside the Republic of Ireland or UK, unless they result from using your motorcycle in a country which we have agreed to extend this insurance to cover.
- any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;

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

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

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

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

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.

NO CLAIMS BONUS

If you or anyone else does not make a claim under this insurance, we will discount your renewal premium in line with the scale of no claim bonus which applies at the time. If you would like more information on the no claim bonus scale which applies or how your no claim bonus may be affected following a claim, you should contact Carole Nash Insurance Consultants Ltd.

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 under this policy must send any claim form, summons or other correspondence to Carole Nash immediately.

Our in-house ‘Talking Claims’ service removes much of the inconvenience and hassle to you. Simply call 1800 930 803.

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

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.

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.

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 motorcycle without your permission.

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

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.

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 deduction for the time for which you have been covered for will be made.

If the policy is cancelled, you are required by law to return the Certificate of Motor Insurance to Carole Nash Insurance Consultants Ltd, under the rules of the Road Traffic Acts.

RIGHT TO CANCEL

You have the right to cancel your policy for a period of 14 days, either from the day of purchase of the contract or from the day you receive your policy documentation, whichever is the later. If you exercise this right you will be charged for the number of days cover that has been provided including a cancellation fee. Please refer to the Carole Nash Terms of Business.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

The right to cancel does not apply if the policy is terminated as a result of a claim.

You may cancel your policy with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. You must return your Certificate of Motor Insurance to Carole Nash Insurance Consultants Ltd, 1 Grants Row, Lr. Mount Street, Dublin 2.

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 point 8 'Right To Cancel' and there has been no claim(s), you will be refunded in accordance with the criteria below, less a Carole Nash administration fee, details of which can be found in the Carole Nash Terms of Business.

Period of Cover	% of Refund
Up to 1 month	75%
Up to 2 months	62.5%
Up to 3 months	50%
Up to 4 months	40%
Up to 5 months	30%
Up to 6 months	25%
Up to 7 months	20%
Up to 8 months	10%
Over 8 months	Nil

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 your existing Insurer or Carole Nash Insurance Consultants Ltd need to cancel your policy, you will be given seven days notice in writing. This will be sent to your last known address. Carole Nash 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.

If a claim has been made there will be no refund.

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

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.

IMPORTANT INFORMATION

You must tell Carole Nash Insurance Consultants Ltd immediately about any changes to the information set out in the proposal form, statement of fact, certificate of motor insurance or on your schedule. You must also tell Carole Nash Insurance immediately if any of the following happens:

- you or any rider receive any motoring convictions or fixed penalty endorsements (pending or not) or any accidents, claims, thefts or losses occur including fault and non fault, whether claimed for or not on any motor vehicle policy.

- you or any other rider has been convicted of a criminal offence or have possible prosecutions outstanding;
- the main rider of your motorcycle changes;
- the registered keeper of your motorcycle changes;
- you get an extra motorcycle or change your motorcycle for another one;
- any modification to or alterations from the manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- you change the place where you usually keep your motorcycle;
- any rider develops a health condition which may affect their riding;
- the mileometer on your motorcycle 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 and mid-term changes may be subject to additional fees, as detailed in our Terms of Business document.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected

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.

LEGAL PROTECTION

This insurance Policy has been arranged by Motorplus Limited (trading as ULR Additions) with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited. Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0044 207 066 1000.

DEFINITIONS

The following definitions apply to all sections:

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 €100,000.

INSURED VEHICLE

The insured vehicle shown in the Policy Schedule or described in the current Certificate of Motor Insurance.

LEGAL REPRESENTATIVE

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

PERIOD OF INSURANCE

The period shown in your current Certificate of Motor Insurance.

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.

WE, US, OUR

MotorPlus Limited, trading as ULR Additions, an insurance intermediary who is authorised to manage claims on behalf of the UK General Insurance Limited on behalf of Ageas Insurance Limited.

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.

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 870 350 5715

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:

- parking offences which you don't get points on your licence for.
- riding while under the influence of drink or drugs.
- riding without insurance.
- any offence which would be covered under your motor insurance policy or where you qualify for Legal Aid.
- 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:

- the first €150 of every claim under this section.
- 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.
- any contract where the amount in dispute is less than:
 - €1,500 for buying, selling or hiring the insured vehicle; or
 - €375 for servicing, repairing or testing the insured vehicle.
- a dispute over the amount of money or other compensation due under an insurance policy.
- 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:

- any claim arising out of a contract you have with another person or organisation.
- 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

- costs we have not agreed to in writing.
- costs you have paid directly to the legal representative or any other person without our permission.
- any VAT you can get back from elsewhere.
- 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.

YOU MUST DO THE FOLLOWING

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

YOUR LEGAL REPRESENTATIVE MUST DO THE FOLLOWING

- get our written permission before instructing a barrister or expert witness.
- 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.
- tell us straight away if the other party makes a payment into court or any offer to settle the matter.
- tell us the result of the claim when it is finished.

3. WE WILL HAVE THE RIGHT TO DO THE FOLLOWING

- take over and deal with (in your name) any claim or proceedings.
- settle a claim by paying the amount in dispute.
- appoint the legal representative for you, and in your name.
- have any legal bill audited or assessed.
- contact the legal representative at any time, and have access to all statements, opinions and reports relating to the claim.
- 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 costs which you cannot get back from anywhere else.
- at the end of the claim, settle the costs covered by this policy if there is no other way of getting those costs back.

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.

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. Disputes on page 15.

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

Please refer to the section 'How to make a claim' in your Legal Protection Summary, which can be found in your main document pack.

IRISH & EUROPEAN BREAKDOWN RECOVERY POLICY

Irish and European, roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us by request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0044 207 066 1000.

DEFINITIONS

The following definitions apply to all sections:

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.

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.

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.

WE, US, OUR

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

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.

SECTION 4

REPUBLIC OF IRELAND ASSISTANCE

WHAT IS COVERED UNDER SECTION 4

HOME AND ROADSIDE ASSISTANCE

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

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

If 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:

ONWARD TRAVEL

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

HOTEL ACCOMMODATION

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

CAR HIRE

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

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

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

STORAGE

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

MEDICAL ASSISTANCE

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

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

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

REPLACEMENT RIDER

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

MESSAGE SERVICE

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

BROKEN GLASS

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

ACCIDENTS

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

CLAIMS

We shall not be responsible for more than 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.

SECTION 5

EUROPEAN ASSISTANCE

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

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

WHAT IS COVERED UNDER SECTION 5

ROADSIDE ASSISTANCE AND RECOVERY

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

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.

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 01 649 7414.

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.

STORAGE

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

ONWARD TRAVEL AND 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:

HOTEL ACCOMMODATION

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

CAR HIRE

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

RAIL

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

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

REPLACEMENT RIDER

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

MESSAGE SERVICE

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

PARTS DELIVERY

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

ACCIDENTS

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

CLAIMS

We shall not be responsible for more than 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.

WHAT IS NOT COVERED UNDER SECTIONS 4 AND 5

We will not provide cover for the following.

- any costs we have not agreed to.
- any costs you would normally have to pay, such as petrol and toll charges.
- an insured vehicle which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- an insured vehicle without a current Department of Environment (N.C.T.) certificate (if one is needed) and valid motor tax disc on display
- the insured vehicle being used for any criminal act.
- anything to do with alcohol, drugs or solvent abuse.
- an insured vehicle if you call us out for a problem you have called us about before, but have not, in our opinion, tried to get the problem fixed since the last time you called us out.
- an insured vehicle we cannot recover because of bad weather conditions, like floods, snow or high winds, or because your vehicle is stuck in sand or mud. If specialist equipment is needed to recover your vehicle, you will have to pay the extra cost.
- any release fees you have to pay if your vehicle is stolen and recovered by the Garda.
- any loss or damage which is the result of the breakdown, accident or act of vandalism.
- mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if you ask someone to call you back on your mobile, you may still have to pay for the call. These costs are not covered under your policy in any circumstances.
- the cost or the quality of repairs when your vehicle is repaired in any garage to which the vehicle is taken.
- the cost for the recovery or repair vehicle coming out to you if, after requesting assistance to which you are entitled, your vehicle is moved, recovered or repaired by any other means.
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.

- the insured vehicle being used for racing, rallies or competitions.
- 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.
- claims arising from war, invasion, riot, revolution or a similar event.

WHAT TO DO IF YOU HAVE AN ACCIDENT OR A BREAKDOWN

- in the Republic of Ireland, call us on 090 645 1972.
- in the United Kingdom, call us on 0800 093 5318.
- outside the Republic of Ireland and the United Kingdom, call us on 0044 1737 826 112.
- our operator will ask you for the following:
 - where you are.
 - your vehicle registration number.
 - the make and colour of your vehicle.
 - a telephone number we can contact you on.
 - details of what has happened.
- do not make your own arrangements.
- you and your passengers must be with the insured vehicle when the repair or recovery vehicle arrives, unless you have made other arrangements with us.
- if you have a problem on a motorway outside the Republic of Ireland or the UK, you will have to use a roadside telephone. You will be connected to the authorised motorway service, not our control centre. Once you reach a place of safety, you must call our control centre on 0044 1737 826 112. You may have to pay for the cost of labour and towing the insured vehicle on the spot, but you can claim these costs back from us when you get home by calling us on 090 645 1972.

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

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

IF YOUR COMPLAINT IS IN RELATION TO CAROLE NASH:

If you wish to register a complaint about the services provided by Carole Nash Insurance Consultants Ltd, please contact us:

By phone: 1800 298 551

In writing:

Compliance and Risk Team
Carole Nash Insurance Consultants Ltd
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU
UK

IF YOUR COMPLAINT IS IN RELATION TO THE INSURER:

Please write to the Chief Executive at the address shown in your Policy Schedule.

IF YOUR COMPLAINT IS IN RELATION TO MOTORING LEGAL PROTECTION:

Please refer to the section 'How to make a complaint' in your Legal Protection Summary, which can be found in your main document pack.

IF YOUR COMPLAINT IS IN RELATION TO BREAKDOWN ASSISTANCE, PLEASE WRITE TO:

Quality Manager
Inter Partner Assistance SA
The Quadrangle
106-108 Station Road
Redhill
Surrey
RH1 1PR
UK

Phone: 0044 870 6090 023

FINANCIAL SERVICES OMBUDSMAN'S BUREAU

If you are still unhappy following receipt of the **final response**, you can refer the dispute to the Financial Services Ombudsman's Bureau within 6 months who will review your case on an independent basis.

The address is:

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

Phone: 1890 88 20 90

Email: enquiries@financialombudsman.ie

Website: 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 or Carole Nash the opportunity to resolve it.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

FINANCIAL CONDUCT AUTHORITY

Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority. The insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

FINANCIAL SERVICES COMPENSATION SCHEME

We and Carole Nash are both covered by the Financial Services compensation scheme (FSCS) in the UK. You may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

If you are eligible to claim from the FSCS, compensation is available as follows :

- compulsory classes of insurance (such as Third Party Motor Liability), are covered for 100% of the claim without any upper limit.
- for other classes of business, insurance advising and arranging and your insurance are covered for 90% of the claim, without any upper limit.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to the fscs at 10th floor, Beaufort House, 15 St. Botolph Street London EC3A 7QU.



CAROLE NASH
The care it deserves

IRISH & EUROPEAN BREAKDOWN RECOVERY CARD

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

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

**IRISH & EUROPEAN
BREAKDOWN
RECOVERY CARD**



CAROLE NASH
The care it deserves

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

Carole Nash Insurance Consultants Limited

1 Grants Row
Lr. Mount Street
Dublin 2
Republic of Ireland

Tel: 1800 298 551
Email: emerald@carolenash.com
Website: www.carolenash.ie

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