ARRANGED BY

Ivernia INSURANCE

Ivernia Protect

Motor Insurance

Policy Document

Arch

Ivernia Insurance is regulated by the Central Bank of Ireland. Arch Insurance (EU) DAC is based in Ireland with its registered offices at 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, registered number 505420. Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland.

Windscreen Line

+353 (0)1 8271264

Call this 24hr number to arrange for your windscreen to be repaired or replaced.

Claims Line (Including Personal Accident)

+353 (0)1 8271262

Call this 24hr number if you need to report a claim on your policy.

Breakdown Assistance

+353 (0)91 560602

Call this 24hr number if you need roadside assistance, home-start, car recovery or journey completion.

Updating your policy

Please contact your broker if you need to make a change to your policy.

This policy is underwritten by:

Insurance Cover	Underwriter
Loss and Damage to the **Insured Car**	Arch Insurance (EU) DAC
Liability to Other People	Arch Insurance (EU) DAC
Breakdown Assistance	MAWDY

Arch Insurance (EU) DAC

2nd Floor

Block 3

The Oval

160 Shelbourne Road

Ballsbridge

Dublin 4

Arch Insurance (EU) DAC is based in Ireland with its registered offices at 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, registered number 505420. Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland.

MAWDY

22-26 Prospect Hill

Galway

H91 TVF8

MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Ivernia Protect | Useful Numbers

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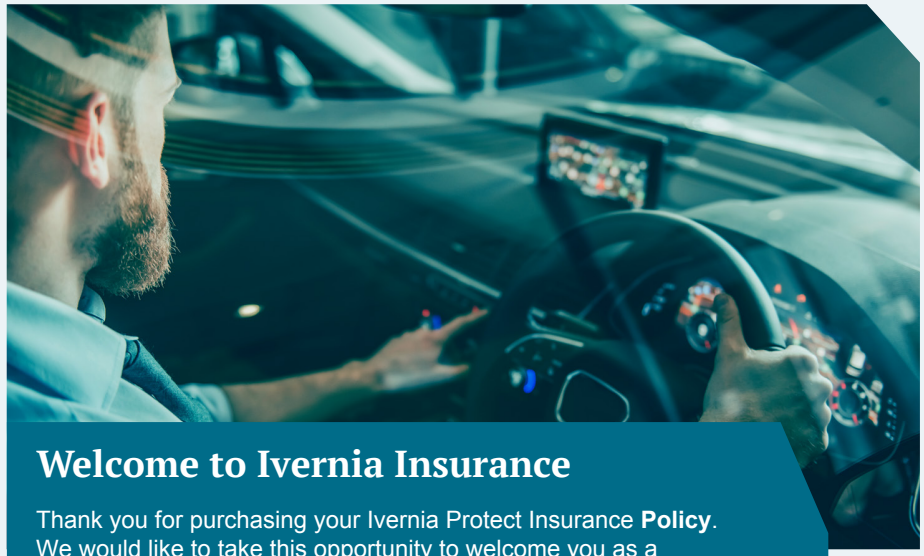
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Welcome to Ivernia Insurance

Thank you for purchasing your Ivernia Protect Insurance **Policy**. We would like to take this opportunity to welcome you as a customer of Ivernia Insurance.

Ivernia is an Irish owned underwriting agency established in 2017. Ivernia is committed to delivering innovative insurance products with outstanding customer service.

You should have this **Policy** booklet along with your **Policy** Schedule, **Certificate of Motor Insurance** and insurance disc. These documents provide evidence of a legally binding contract of insurance between you and us. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet your needs. If they do not meet your needs, please return them to us or your insurance broker immediately. If the insurance described does not give you everything you need, please tell us immediately.

This insurance contract is based on the information provided by you or on your behalf at the time you applied for this insurance policy. This information is presented in the Statement of Facts document. Please tell us at once if you have made any mistakes or if the information provided by you is not accurate or complete, otherwise this Policy may not be valid.

Ivernia do not make any personal recommendation in connection with the sale of this insurance product.

Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland. Ivernia Insurance Ltd. is registered in Ireland, registration number 298455.

Important Information

Governing Law

Under the relevant European law and Irish legal provision, the parties to the proposed contract of insurance are free to choose the law applicable to this contract. Unless agreed otherwise, we propose that the law of the Republic of Ireland will apply.

Language

The language for contractual terms and communication will be English.

Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

Insurance Act 1936

All money which becomes due under this **Policy** will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Currency

All monies payable under this **Policy** will be paid in Euros, unless specified to the contrary.

Data Protection Notice - Personal Information

Ivernia Insurance Limited ("Ivernia Insurance") is committed to protecting all personal data which we collect, use, and store.

Information Collected

We must collect your personal data such as contact details, drivers licence number, and vehicle registration number in order to provide our services. This information may be collected from a variety of sources, including directly from you, a joint policy holder or from third parties, for example a nominated representative for you, your insurance company or broker. Where we process your information, this will generally be done so to administer your insurance policy or for legitimate purposes such as recording telephone calls for training, fraud analysis and quality purposes.

For a full breakdown of the information we process, please see our full Privacy Policy.

Purpose of the processing

The main purposes for which Ivernia Insurance uses your personal information are to provide a quote, setup, administer and manage your policy and to carry out marketing and analytics.

Consequences of not providing us with information

You can choose not to give us personal information, however this may have an effect on you. We may need to collect personal information by law, or to enter into or fulfil a contract we have with you. If you choose not to give us this personal information, it may delay or prevent us from fulfilling our contract with you or doing what we must do by law. It may also mean that we cannot provide you with a quote or manage your policies with us which means we may need to cancel a product or service you have with us.

Retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Any records we hold will be done so in line with our retention policy which we determined by analysing the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks

We may check the information you provide against other information available to the public. This could include information from the electoral roll and court judgements, bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgements, to prevent fraud, anti-money laundering and counter-terrorism financing checks. These checks will be governed by data-protection law.

We may share the results of these checks with other companies in the Ivernia Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána (or local police) and other law-enforcement agencies, government agencies or regulatory authorities. We may use this information to help us assess risk, credit, our insurance decisions and to meet our legal and regulatory responsibilities. Other companies in the Ivernia Insurance Group may do the same for similar purposes.

Statistics

We may change personal information so that you cannot be identified. That information will then not be covered by this notice or data-protection law as it is anonymous. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how we deliver services, assessing risk, costs and charges.

Sharing of Information

Information provided by you will be treated in confidence, however in order to administer your policy and detect and prevent crime we may share or verify information about you or your claims history with;

- our agents and service providers and other companies working with Ivernia Insurance Ltd, Arch Insurance (EU) DAC, MAWDY. and other insurers, either directly or through people acting for us and them (such as loss adjusters, private investigators and solicitors);
- any agent acting for you;
- recognised trade, governing and regulatory organisations we belong to or are governed by;
- the Garda Síochána (or local police), other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if needed by law; and
- any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

International Transfers

We may share your personal data with outside organisations. Some of our suppliers who provide us with services such as IT security and data hosting may process data outside the European Economic Area ("EEA"). In the event that your personal data will be processed outside of the EEA we will ensure that adequate safeguards are implemented as per the requirements set out under the GDPR.

Insurance Link

We share information with the Insurance Link database, run by Insurance Ireland. This information stored by Insurance Link includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. As previously stated this information may be shared with other insurers or government authorities.

We use this service to help us to:

- prevent fraud and protect customers and assess information at the underwriting stage (when we decide on risk and whether to provide insurance);
- prevent multiple claims for the same injury or damage; or
- investigate fraud and check on the accuracy of information provided.

If we find, by using Insurance Link, that previous claims have been made, we may share information on those claims. You can find more information on Insurance Link on their website, www.inslink.ie.

We may also use the information you provide to get information from the National Insured Car and Driver File held by the Department of Transport.

Marketing

If you have chosen to opt-in. We may from time to time contact you using the information you have provided in relation to our products and services or to tell you about any important changes. We may contact you by phone, post, email or text message.

We may also use your information for these purposes after your policy has ended, unless you have chosen to opt-out.

How to opt out

You can change your mind at any time about receiving marketing information from us. Each time we contact you electronically with marketing information or a marketing message, you can choose not to receive further marketing information from us to that email address or phone number. This is known as an 'opt-out'. If you wish to 'opt-out', please call your Broker or email us at info@ivernia.ie. Please make sure you tell us about any changes to your marketing preferences for each address, email address or phone number you have registered with us which is affected.

Data Subject Rights

You should also be aware of certain rights available in relation to your personal data. However, not all rights listed are applicable in every circumstance:

- Right to access your data;
- Right to rectification;
- Right to erasure;
- Right to restriction of processing;
- Right to move your data (data portability);
- Right to object to processing;
- Right to withdraw consent if you previously gave consent in relation to processing of personal data;
- Right not to be subject to a decision based solely on automated processing, including profiling;
- Right to lodge a complaint with the Data Protection Commission.

Email: info@dataprotection.ie, or phone: +353 (0) 1 7650 100
Where you ask us to provide you with a copy of the information we hold about you, or enforce a data protection right, You can do so by writing to our Data Protection Officer. Please allow up to thirty (30) days for us to complete this request. Should you require further information on how we process your personal data, our full privacy notice is available on our website https://www.ivernia.ie/

This Notice is not a standalone document. It contains a brief description of the information you need to understand how your personal data is used by Ivernia Insurance Ltd and Arch Insurance (EU) DAC and should be reviewed in conjunction with Ivernia Insurance Ltd's Privacy Policy which is available online at https://www.ivernia.ie and Arch Insurance (EU) DAC's Privacy and Data Protection Policy which is available at https://www.archcapgroup.com.

If you have any questions about your personal data, you can contact Ivernia Insurance Ltd or Arch Insurance (EU) DAC using the details below.

Ivernia Insurance Ltd
Email: info@ivernia.ie
Data Protection Officer, Ivernia Insurance Ltd, Ravenscourt Office Park, Sandyford Industrial Estate, Dublin 18, Ireland

Arch Insurance (EU) DAC
Tel: 001-914-872-3600
Email: ArchDPO@archcapservices.com
Data Protection Officer, Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4

Understanding the Jargon

At the start of every section in the **Policy**, you can review the meanings of the different terms and phrases that are used.
Wherever the following words or phrases appear in Your **Policy**, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity; and
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

Definitions

Accessories
Standard manufacturer parts or products specifically designed to be fitted to your car.

Act of Terrorism
means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) working, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, through fear.

Approved Repairer
A motor car repairer that we have approved and authorised to carry out any necessary works to repair any damage made to the **Insured Car** following a valid claim made under the **policy**.

Approved Windscreen Repairer
A company that we have approved and authorised to carry out any necessary repairs or replacement of windscreen glass or window glass in the **Insured Car** following a valid claim made under the **policy**.

Continuing Restrictive Condition
Is any condition in this Policy, however expressed, that purports to require You to do, or not to do, a particular act or acts, or requires You to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

Certificate of Motor Insurance
The document that proves you have the insurance you need by law. The certificate shows who is insured to drive the car, the purposes of use and the cars you are allowed to drive.

Courtesy Car
A car that is supplied by our **Approved Repairer** while your **Insured Car** is being repaired by our **Approved Repairer** or replaced following a valid claim made under the **Policy**. Please note that the **Courtesy Car** is designed to keep you mobile and not designed to be a like-for-like version of your **Insured Car**.

Endorsement
An additional clause that either alters the details shown in the Schedule or a term or terms contained in this **policy**

Excess
The amount, as shown in the schedule, that you must pay towards each claim.

In-Car Entertainment, Communication and Navigation Equipment
Any permanently fitted non car manufacturer audio or visual equipment. Portable devices such as GPS navigation systems, mobile phones, games consoles and DVD players are not included.

Insured Car
The **Insured Car** described in the current schedule and **Certificate of Motor Insurance** and any **Insured Car**:

- you have given us details of;
- we have provided a **Certificate of Motor Insurance** for; and for which the insurance is still in place; or
- any **Insured Car** we have agreed to temporarily transfer cover to.

Market Value
The reasonable cost of replacing the car with one of the same make, model and similar age, mileage and condition at the time of the accident or loss.

Partner
Your husband or wife or civil **partner** or **partner** you are permanently living with.

Period of Insurance
The period shown in the **schedule** and the **Certificate of Motor Insurance** and any further period for which we agree to insure you.

Policy
Means this, your private car insurance **policy**.

Schedule
The document containing a summary of the insurance cover that applies.

Statement of Fact
The document completed by you, or on your behalf by either an Insurance Broker or somebody else, and all the information you gave and the declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer this **policy**.

Territorial Limits
Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

The Passengers
All non-fare paying passengers (excluding hitch-hikers) being transported in the **Insured Car** at the time assistance is required.

We, Us, Our, Insurer
In relation to the arrangement and administration of the **Policy**, 'We', 'Us', 'Our' or 'Insurer' means Ivernia Insurance Limited.

In relation to the cover provided under Loss and Damage to the **Insured** Car, Liability to other People, General Conditions and General Exceptions 'We', 'Us', 'Our' or 'Insurer' means Arch Insurance (EU) DAC.

In relation to the cover under Breakdown Assistance, General Conditions and General Exceptions 'We', 'Us', 'Our' or 'Insurer' means MAWDY.

You, Your
Any person or person named on the **Schedule** and the **Certificate of Motor Insurance** entitled to drive the **Insured Car**.

General Conditions

You must keep to the following conditions to have the full protection of your **policy**. If you do not keep these conditions, your **policy** may be cancelled and potential claim payments to you may be reduced.

1. Cancelling the Policy

Your right to cancel

You have the right to cancel this **Policy** within fourteen (14) working days of inception or renewal date without penalty and without giving any reason. This period is known as the 'Cooling-Off Period'. To cancel this **Policy** during the Cooling-Off period, please return your **Certificate of Motor Insurance** and insurance disc to us with a written cancellation notice.

If you choose to cancel this **Policy** within the Cooling-Off period, you will have to pay a proportional amount of premium for the period of time you had insurance cover, provided no claim has occurred since the inception or renewal date. In the event of an accident or claim being reported within the Cooling-Off period, we reserve the right to retain the premium in full or request the premium in full.

To cancel this **Policy** outside the Cooling-Off period, please return your **Certificate of Motor Insurance** and insurance disc to us with a written cancellation notice. If you choose to cancel this **Policy** outside the Cooling-Off period, you will have to pay a proportional amount of premium for the period of time you had insurance cover, provided no claim has occurred since the inception or renewal date. In the event of an accident or claim being reported within the period of time you had insurance cover, we reserve the right to retain the premium in full or request the premium in full. No administration charges will be refunded.

All premium refunds will only be issued as long as no claim or loss has arisen during the current **Period of Insurance.**

Our right to cancel

In addition to Our rights set out in the following clauses:

Period of Insurance and premium Payment;
3. Impact of Misrepresentation
8. Fraud

We may choose to cancel the **Policy** by giving you ten (10) days' notice in writing. This will be sent to your last known address.

We will refund your premium for any **Period of Insurance** remaining as long as no claim or loss has arisen during the current Period of Insurance.

You must return your Certificate of Motor Insurance and insurance disc immediately to avoid any action we may take to recover them.

When cancellation follows Your failure to pay the full premium, the amount of money to be returned to you will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the **Policy** less a cancellation fee of twenty euros (€20) There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **Period of Insurance**. We may at our discretion reduce any **claims** payment by the amount of outstanding or overdue.

2. Policy Changes

You must tell us immediately if:

- you change your car;
- you sell or dispose of the car;
- you plan to modify or alter the car in any way from the manufacturer's specification;
- you intend to use the car for any use not included in your **Certificate of Motor Insurance**;
- you change your address;
- you or anyone covered by this **policy** are charged or convicted of a motoring offence or any criminal or dishonest act;
- you or anyone covered by this **policy** receive penalty points;
- you become aware of any medical or physical condition of any driver that may affect their ability to drive;
- you or any driver change occupation;
- your driving license or driving entitlements change; or
- there are changes regarding the information provided to Us at initial purchase of the **policy** or at last renewal.
- You need to have disclosed any medical condition(s) that requires disclosing to the National Driver Licence Service (or applicable Driving Licence Authority).

i This is not an exhaustive list and you should tell us about any change in your circumstances even if you are not sure whether it may affect your **policy**.

If you make a change to your **policy**, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce any claim made; or
- cancel the **policy** and treat it as though it never existed.

We will only refund any premium if:

- no claim or loss has arisen during the current **period of insurance**; and
- we have received all the documents we need to carry out the alteration.

3. Impact of Misrepresentation

You must answer all questions on the completed Statement of Fact honestly and with reasonable care. Failure to do so may result in Your Policy being cancelled or the Insurer may refuse to deal with any claims or reduce the amount of a claim payment.

You must either immediately or as soon as reasonably possible inform the Insurer if any of the answers or information given in the completed Statement of Fact is inaccurate or has changed.

The impact of any Misrepresentation by the Insured to any of the answers provided on the completed Statement of Fact is as follows:

a) **Innocent Misrepresentation:**
Where the Insured have answered all questions in the Statement of Fact honestly and with reasonable care but where the Insured made an innocent Misrepresentation (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this Policy.

b) **Negligent Misrepresentation:**
If the Insured makes a negligent Misrepresentation or fail to take reasonable care in completing the Statement of Fact the cover under this Policy may not fully operate and in the event of a claim the Insurer will exercise one of the following remedies:

   a) If knowing the full details the Insurer would not have entered into the insurance contract, the Insurer may avoid the contract, refuse all claims and return any premiums paid by the Insured.
   b) If the Insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
   c) If the Insurer would have entered into the contract of insurance but have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the claim.
   d) Where there is no outstanding claim under the contract of insurance, the Insurer may either:
      i) give notice to the Insured that in the event of a claim the Insurer will exercise the remedies in paragraphs (a) to (c), or
      ii) terminate the contract by giving reasonable notice to the Insured

c) **Fraudulent Misrepresentation:**
If the Insured makes a fraudulent Misrepresentation or where any conduct by the Insured involves fraud of any kind the Insurer shall be entitled to avoid the contract of insurance, retain any premiums paid and refuse any claims.

4. Claims Procedure

If You have an accident, it is important that You report the claim to Us immediately but please aim to call no later than within forty eight (48) hours after the incident. If you are able and it is safe to do so, you should call Us from the scene of the accident and do whatever you can to protect the **Insured Car** and its **Accessories**. You or your legal representative must give us full details by phoning the **claims** helpline on +353 (0)1 8271262 as soon as possible, after an event which may lead to a claim under this **Policy**.

To help us validate the damage that has occurred and the other parties that are involved, please take the following steps:-

- Take photos of any damage to your **Insured car** and the third party vehicle(s) if it is safe to do so.
- Take photos of the scene of the accident if it is safe to do so.
- Obtain the name, address and phone number of the other party or parties involved.
- Obtain the registration number and make and model of the other vehicle or vehicles involved.
- Note the details of any injuries to anyone involved.
- Note the number of passengers in the other vehicle.
- Note the Insurance company and **Policy** Number details of the other party or parties involved.
- Obtain the name, address and phone number of any witness(es) at the scene.
- Obtain the name and number of any police officer that attends the accident.

We may also need other details in writing. If you receive any letters or documents in connection to the event, they must be sent to us before replying to them.
If you know of any future prosecutions, coroner's inquests or fatal accident inquiries you must tell us immediately in writing.

You or anyone insured by this Policy must not admit anything or make any offer or promise about a claim without written permission.
If your car is stolen, you must tell us as soon as possible by phoning the claims line on (01) 827 1262. You must also inform the Gardaí or the local police if your accident occurs outside the Republic of Ireland and obtain and crime reference number.

We may also need other details in writing. If you receive any letters or documents in connection to the event, they must be sent to us before replying to them.
If you know of any future prosecutions, coroner's inquests or fatal accident inquiries you must tell us immediately in writing.

We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit) to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.

5. Right of Recovery

If any law requires that We pay a claim which would not otherwise be covered by Your Policy, We reserve the right to recover the amount from You or the person on whose behalf We made the payment.

6. Looking After Your Car

You or any Insured Person must:

- take all reasonable steps to prevent accidents, injuries, loss or damage;
- protect the Insured Car against loss or damage, keep the car in a roadworthy condition and have a valid NCT Certificate;
- have alarms, immobilisers and any fitted tracking devices working when the Insured Car is left unattended;
- give us access, at any reasonable time, to examine the Insured Car; and if asked, send us evidence of a valid NCT Certificate;
- not leave the Insured Car unlocked while unattended or leave the keys to the ignition in the Insured Car while unattended and
- ensure that the Insured Car is fitted with appropriate tyres, and ensure tyre tread depths comply with the legal limit.

7. Other Insurance

If you make a claim under this **policy** and there is any other insurance covering the same loss, accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.

If a claim arises under this **policy** and the loss arising is more particularly insured under another **policy** of insurance, the claim will not be covered under this **policy**.

8. Fraud

If You or anyone acting on your behalf makes a false, fraudulent or exaggerated claim under this **Policy**, makes a false statement or submits false, forged or stolen documents in respect of a claim or suppresses or omits to provide information that would enable us to refuse to pay a claim, we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim. As a result of the actions above, we will also treat this **Policy** as having terminated with effect from the date of any of the acts or omissions.
If we terminate this **Policy** under this condition you will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

Fraudulent Claims

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your **Policy**;
- fails to reveal or hides a fact likely to influence the cover we provide;

- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- if your claim is in any way dishonest or exaggerated,

we will not pay any **benefit** under this **Policy** or return any premium to you and we may cancel your **Policy** immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

9. Car Sharing

Accepting payments from passengers as part of a car sharing arrangement will not affect your insurance cover provided:

- your passengers are being given a lift for social or similar purposes;
- your car is not adapted to carry more than eight passengers;
- this is not part of a business of carrying passengers; and
- any money received does not produce a profit.

10. Limits on Use

The insurance only covers you if you use the **Insured Car** in the way described in your **Certificate of Motor Insurance**.

11. Instalment Defaults

Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.

12. Arbitration

All differences arising out of this Contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer. Any right You may have to refer a complaint regarding this policy to the Financial Services and Pensions Ombudsman remains unaffected by this condition.

13. Laws Relating to Compulsory Motor Insurance

Any Condition of this Policy and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

14. Duty to Comply with Policy Conditions

The due observance and fulfilment of the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Insurer to make any payment under this Policy. Upon proof of breach of Condition No. 13 “Laws Relating to Compulsory Motor Insurance”, the Insurer shall be entitled to recover from the Insured all sums paid by the Insurer including those for which the Insurer would not have been liable but for the provisions of any Road Traffic Act or Road Traffic or Motor Traffic Law operative within the areas covered by this Policy.

15. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

a) You breach any such term; and
b) during the period of breach You suffer a relevant loss; and
c) such breach increased, in the circumstances concerned, the risk of the loss suffered by You, the Insurer will have no liability for the loss.

General Exceptions

These exceptions apply to all sections in addition to any specific exclusion contained in the sections of insurance
We shall not be liable for any liability, loss or damage under this **policy**:

1. while the **Insured Car** is:
   a) with Your general consent being used for any purpose not permitted by the Certificate of insurance;
   b) being driven by any person not authorised by the Certificate of insurance or who is excluded by **Endorsement**;
   c) being driven by You or any person with Your permission and You or that person:
      i) does not hold a Licence to drive Your **Insured Car** for the use required or has had the Licence to drive Your **Insured Car** revoked;
      ii) has held but is currently disqualified from holding or obtaining such a Licence;
      iii) does not fully comply with the conditions of their Licence;
      iv) holds, or last held a Learner Permit or provisional Licence, unless You or that person is accompanied by a full Licence holder who has held a full driving Licence for at least two (2) years.
   d) being used on any race track or race circuit (including the Nürburgring);
   e) being used for racing, pace-making, speed testing or reliability testing;

f) being driven by or in the charge of any Driver person who is convicted of driving over the legal limit for alcohol or under the influence of drugs;
g) carrying more Passengers than the maximum seating capacity allows as prescribed by the **Insured Car** manufacturer;

2. that You have accepted by virtue of any agreement or contract unless You would have had that liability anyway.
3. for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of government, local or public authority.
4. directly or indirectly caused by or contributed to, by, or arising from the **Insured Car** whilst in or on that part of any aerodrome, airfield, airport or military installation which is used for:

a) the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars, except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.

5. directly or indirectly caused by or contributed to, by, or arising from, during or in consequence of:
   a) earthquake or earthquake shock;
   b) Unless amended by **Endorsement** or substituting legislation under the road Traffic Act (RTA) or any other relevent act; We will not cover You for the loss, damage, death injury, illness, cost or expense of any kind such loss, damage, death, injury, illness, cost or expense is directly or indirectly results from or is in connection with any **Act of Terrorism**. This also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an **Act of Terrorism**;
   c) riot or civil commotion elsewhere than in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member country of the European Union;
   d) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning nuclear fuel;
   e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of that equipment;
   f) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
   g) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter except that this exclusion will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

6. arising out of the negligence of the owner or the servants or agent of such owner of an Insured Car vehicle leased to **You.**
7. that is also covered by any other insurance.
8. while the **Insured Car** is being used by any Driver in the course or furtherance of a crime or as a means of escape from or avoidance of lawful apprehension.
9. caused by a deliberate act or omission to act by anyone covered under this **policy**. directly or indirectly caused by or contributed to, by, or arising from the Insured Car.
10. carrying any hazardous goods or substances for which a Licence is required from the relevant authority except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.
11. directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

a) the use of, the loss of use of, or the failure of any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
b) the use of, the loss of use of, or failure of, any electronic device connected to your vehicle (including but not limited to smartphones, tablets or smartwatches or associated input, output, data storage device, networking equipment or back up facility) used for navigation, infotainment, diagnostic or any other purpose;
any computer virus, ransomware, code, software or other unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts (including 'hacking'), or threat thereof, whether authorised or unauthorised, regardless of time and place, that accesses your vehicle's applications, software, or programmes, including driver assistance, safety, security, infotainment or software updates;
d) theft of, loss of access to, or damage to, any electronic device or any electronic data or recorded information stored on any electronic device (for example files, music or images) wherever it is stored;
e) any acts of terrorism cover assumed by the MIBI
f) any threat, deception or hoax relating to a), b) ,c) and/or d). above.
g) any action taken in controlling, preventing, suppressing or remediating any of to a), b) ,c), d) and/or e). above.

This exclusion shall not apply where we are obliged to provide indemnity as a "Road Traffic Act Insurer" under the provisions of the Road Traffic Act 1961 or subsequent amendments thereto or successors thereof or when it is necessary for Us to comply otherwise with the Road Traffic Act 1961 or subsequent amendments thereto or successors thereof or with equivalent applicable legislation in the territory in which the liability arises.

12. nor shall We be liable to provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Loss and Damage to the Insured Car

This section only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.
Please check Your **Policy Schedule** to confirm cover applicable to the **Insured Car**.

What is covered

Where cover is Comprehensive (see **policy schedule**): We will cover You for damage to or loss of the **Insured Car** and its **Accessories** caused by accidental or malicious damage, vandalism, damage from fire, lightning, explosion, theft or attempted theft.
Where cover is Third Party Fire and Theft (see **policy schedule**): We will cover You for damage to or loss of the **Insured Car** and its **Accessories** caused by damage from fire, lightning, explosion, theft or attempted theft.

We will choose whether to repair or replace the car, any of its **Accessories** or spare parts, or pay to cover the amount of the loss or damage.

You must let Us know within forty eight (48) hours about any accident or incident involving any loss or damage to the **Insured Car**. Please refer to the **Claims** Conditions under the General Conditions section for further details of reporting a claim.

If Your loss is caused by theft, attempted theft, riot or malicious damage please inform the Garda Siochana, or the Police and obtain a crime reference number if You are travelling outside of the Republic of Ireland.

You must not pay or agree to pay any expenses to repair any damage without getting our consent and authorisation beforehand.

The most we will pay will be the value of the **Insured Car** as shown in the **Schedule**.

Excess

Where an **Excess** is shown on the **Schedule**, You will be required to pay that amount in respect of any loss or damage under this section.
If more than one **Insured Car** is involved in the same incident, the **Excess** shown on the **Schedule** will apply to each **Insured Car** separately.

New Car Replacement

If the **Insured Car** is less than twelve (12) months old from the date of first registration, We will replace Your Insured Car with a new one of the same make, model and specification if the **Insured Car** is:

- Stolen and not recovered within twenty eight (28) day;
- Damaged where repairs will cost more than sixty percent (60%) of the manufacturer's retail list price (including taxes and the cost of **Accessories**) at the time of the loss or damage.

We will only do this if a replacement car is available in the Republic of Ireland and if You agree. You must be the registered owner of the **Insured Car** .

Total Loss Claim

If the damage to your **insured car** cannot be repaired or the **insured car** has been stolen and not found, we will pay the **market value** of the car immediately before the loss or damage happened.

The **market value** of the **insured car** will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the **Insured Car** as shown in the **Schedule**.

If we agree to settle a claim on a total loss basis, the insured vehicle becomes our property and you must send us the vehicle licensing document.

If the vehicle has been stolen and not found, we will require the vehicle licensing document in order to settle the claim.

Salvage

Where we choose to settle Your claim by replacing Your **Insured Car** or paying the **market value** of the **Insured Car** before it was damaged, as part of settling Your claim, Your car will become Our property and You must send us the vehicle licensing document and any sets of keys for the **Insured Car** that are still in Your possession.

Hire Purchase or Leasing Agreement

If the **Insured Car** is under a hire-purchase or leasing agreement, We may:

- repair or replace the car, or;
- pay the legal owner for any loss or damage.

We will then have no further liability to You for the loss or damage.

Incorrect Fuel

If You accidently fill Your **Insured Car** with the wrong fuel We will pay to drain and flush Your fuel tank. Any damage caused directly to Your **Insured Car** engine by the wrong fuel will also be covered.

If You have already made arrangements to repair the damage We will consider payment once You provide Us with the receipts. The most We will pay is five hundred euros (€500).

In Car Entertainment, Radio, Audio and Navigation Equipment

We will provide cover for loss of or damage to non-manufacturer In-Car Entertainment, Radio-Receiving or Transmitting Equipment, audio equipment and electronic navigation permanently fixed to the **Insured Car**. The most We will pay is one thousand euros (€1,000).

Uninsured Driver Promise

If You are in an accident with an uninsured driver and it is not Your fault You will not lose Your no-**claims** bonus.

You must report the accident to the Garda Síochána (or the local police if travelling outside the Republic of Ireland) and provide evidence of such reporting.

Courtesy Car

In the event of a valid claim under this section, the **Courtesy Car** will be provided for up to seven (7) days while Your **Insured Car** is being repaired by one of Our Approved Repairers.

If You do not have Your **Insured Car** repaired by one of Our Approved Repairers, We will not pay for a **Courtesy Car**.
In the event that You go to Our **Approved Repairer** We will not pay for:

- using a **Courtesy Car** outside of the Republic of Ireland;
- the cost of fuel;
- any costs where the **Courtesy Car** is not returned on time after repairs have been carried out to Your **Insured Car**.

Please note that the **Courtesy Car** is designed to keep You mobile and not designed to be a like-for-like version of Your **Insured Car**.

Recovery After An Accident

If as a result of any loss or damage, the **Insured Car** cannot be driven, We will pay the cost of protecting the **Insured Car** after an accident and moving it to the nearest repairer. We will also pay for the cost of delivering it to You after the repair. However, We will not pay more than the reasonable cost of transporting it to Your address, as shown in the **Schedule**.

Exceptions that apply to this section

We will not cover:

- loss of value, wear and tear, mechanical, electrical, electronic, computer or computer software failure and breakdown;
- damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- loss of use or other indirect loss such as loss of earnings or travel costs;
- damage to the **Insured Car** or its **Accessories** and spare parts caused by the contents or goods carried in or on it;
- loss of or damage to personal belongings;
- loss or damage as a result of misrepresentation or deception;
- loss or damage to the **Insured Car** arising from theft or attempted theft where :
  - a) all locks have not been engaged; or
  - b) any windows have been left open; or
  - c) the immobiliser is either not working or not been activated; or
  - d) the keys have been left in or on Your **Insured Car**.

- loss or damage to the **Insured Car** if it is taken or driven without Your permission by a member of Your family or anyone who lives with You, unless they are prosecuted for taking the **Insured Car** without Your permission and You must assist fully with the prosecuting authorities.
- any part of a repair or replacement which improves Your **Insured Car** beyond its condition before the loss or damage took place.
- loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying Your **Insured Car**;
- the first amount, as shown in the **Schedule**, of each claim (the **Excess**);
- anyone who is insured under another **policy**
- anyone employed in the motor trade driving your car because it is being overhauled, repaired or serviced.
- death or **bodily injury** to anyone driving or in charge of your car.
- loss or damage to:
  - money, credit or debit cards, tickets, jewellery, audio and video equipment and media that is not fitted to the **Insured Car** documents and securities, mobile phones, computers and tablets. tools, trade goods or samples.
  - any other personal belongings damage to or loss of the **Insured Car** caused directly by pressure waves from aircraft or other aerial. devices travelling at sonic or supersonic speeds.
  - loss resulting from repossessing the **Insured Car** and returning it to its legal owner.
  - Wrongful use or application of liquid, fluid, lubricant or water including but not limited to filling the wrong aperture, receptacle or component, however this does not apply to application of the incorrect grade or type of fuel to the fuel tank of the **Insured Car**.

Broken Glass

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the car.

Windscreen claims under this section will not affect your no-claims bonus.

Limit of Cover

If you use our approved repairer, we will cover up to 2 claims in any one period of insurance. If you use your own repairer, cover will be limited to €150 for replacement or €50 for a repair.

Windscreen Exceptions

We will not pay for:

- any amount over €150 for replacement or €50 for repair if the work is not carried out by our approved windscreen specialists;
- any more than two claims under this section during a single period of insurance;
- damaged or broken glass in sunroofs, glass roofs or panoramic sunroofs;
- damaged or broken glass to Insured Cars that are temporarily covered except for any car loaned to the Insured by a garage or approved repairer whilst the Insured Car is being serviced or repaired unless cover is provided by the insurance policy of the garage or vehicle repairer; or
- damage caused by wear and tear or negligence.

Liability to Others

We will pay the full amount that is legally required if You cause death or **bodily injury** to any person, or damage to a property by negligently using Your **Insured Car** (including trailer or caravan being towed).

Third Party Property Damage Limit

We will not pay more than thirty million euros (€30,000,000) for damage to property as a result of any one claim or number of **claims** arising out of one cause, accident or incident.

Driving Other Cars

Driving of Other Cars cover only applies if it is noted in your **Schedule** and **Certificate of Motor Insurance**.

We will pay the full amount that is legally required for being held liable by any person while You are driving any other private motor car which You do not own, or is not owned by Your spouse or **Partner**, or have not hired under a hire-purchase or lease agreement, as long as:

- the **Insured Car** is not owned by Your employer or hired to them under a hire-purchase or lease agreement;
- the car is not owned by, or hired under a hire-purchase or lease agreement by a company for which you are a director
- the use of the **Insured Car** is covered in Your **Certificate of Motor Insurance**;
- cover is not provided to You by any other insurance;
- You have the owner's consent to drive the **Insured Car**;
- the **Insured Car** is in a roadworthy condition and has a valid NCT if required by law; and
- You still have Your **Insured Car** and it has not been stolen or damaged beyond cost-effective repair.

Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act if You use any single axle trailer which You own, have hired or borrowed in connection with the **Insured Car** under this **Policy**. The terms, conditions and exceptions of the **Policy** still apply.

Legal Costs

We will pay for the following legal costs if they relate to an accident which is covered under this section:

- Fees for solicitors We appoint to represent You at a coroner's inquest or fatal accident enquiry;

- Reasonable fees for solicitors that are appointed by Us to defend You against a charge of manslaughter or causing death by dangerous or careless driving.

Medical Expenses

We will pay you for medical expenses up to two hundred and fifty euros (€250) for each person who accidentally receives bodily injuries in direct connection with the **Insured Car**.

We will pay for the cost of emergency treatment for injuries caused by using the **Insured Car**. If We make a payment under this section it will not affect Your no-**claims** bonus.

Exceptions that apply to this section

We will not be liable:

- to indemnify any person other than You if that person is entitled to indemnity under any other insurance.
  for:
  a) damage to or loss of property belonging to or in the custody or control of the You;
  b) damage to premises (or to the fixtures and fittings therein) which are not Your property but are occupied by You under a leasing or rental agreement if such damage is also covered by any other insurance;
  c) damage to anything which either is being carried in or on Your Insured Car, or is being carried in or on any trailer or other vehicle which is being towed by or attached to Your Insured Car ;
  d) damage to or loss of the Insured Car or Trailer.

- for death of or **bodily injury** to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or **bodily injury** is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the **Territorial Limits**;
- for death of or **bodily injury** to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare;
- for death of or **bodily injury** to any person or loss or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**;
- for the death or injury to any person driving Your **Insured Car** or in charge of it for the purpose of driving it;
- for fines, penalties, punitive or exemplary damages awarded intended to punish your wrongdoing;
- death, **bodily injury** or damage to property where Your **Insured Car** is towing more trailers than permitted by law.

These exclusions shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.

Foreign Use

Your Policy will provide you with cover for use of your Insured Car outside of the territorial limits of this Policy and while the Insured Car is being transported by sea, air or rail (including loading or unloading) between these places.

We will automatically extend the territory to provide your full Policy cover (as shown in the Schedule) for up to ninety (90) days in any one period of insurance.

- any country which is a member of the European Union; and
- any other country which has made arrangements to meet the minimum insurance requirements of the Commission of the European Union

After the ninety (90) days, policy cover will revert to the minimum level of cover required to drive your car in any EU Member State or the minimum level of cover required to drive in Ireland, whichever is greater.

You are not covered for:
The following cover does not apply while You are using Your Insured Car outside of Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands

- Driving other cars (Liability to other people)
- Breakdown assistance

No Claims Discount

For the purpose of the no-claims bonus, '**period of insurance**' means one year from the beginning of the **policy** to the first renewal date, and then each year between renewal dates.

If no claim arises during the **period of insurance**, at the first renewal date we will reduce the renewal premium in line with our no-claims bonus scale applicable at the renewal date.

If a claim arises during any **period of insurance**, we will reduce your no-claims bonus as follows.

No-Claims Bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5+ years	2 years

If two or more **claims** arise in any **period of insurance**, we will reduce your no-claims bonus to nil at your next renewal unless you have purchased the protected no-claims bonus option.

We will not reduce your no-**claims** bonus as a result of:

- **claims** for windscreen repair, mis-fueling, replacement of keys, Fire Brigade charges and medical expenses made under Loss and Damage to the **Insured Car**;
- claims made under Breakdown Assistance; or
- payments (including costs and expenses) which we later get back in full.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one **Insured Car** at a time.

Protected No-Claims Discount

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

You can pay an extra premium for a protected no-claims bonus extension once You have earned a no-claims bonus of five (5) years or more.

You will keep that no-claims bonus as long as no more than two (2) claims occur within a three (3) year period applicable at the time of your renewal.

This agreement to protect Your no-claims bonus does not mean that We do not take account of any claims made during the year. Premiums may be increased due to adverse claims or driving history of You or any named driver. This cover only applies if it is shown in your Policy Schedule.

Extra Benefits

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

Your **schedule** will show if you have this cover.

Replacement Keys, Locks and Security Devices

We will pay up to one thousand euros (€1000) towards replacing locks and alarms for Your **Insured Car** if the keys are stolen. If We make a payment under this section it will not affect Your no-**claims** bonus.

Fire Brigade Charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) to put out a fire in Your **Insured Car** if the fire gives rise to a valid claim under the **Policy**, or for removing the driver or Passengers from Your **Insured Car** using cutting equipment.

The most We will pay is two thousand and five hundred euros (€2,500). If We make a payment under this section it will not affect Your no-claims bonus.

Personal Belongings

We will pay you up to five hundred euros (€500) for personal belongings carried in Your **Insured Car** if they are lost or damaged by fire, theft or attempted theft.

You are not covered for portable communication devices, mobile phones, portable in car entertainment or portable navigation devices unless locked in a glove compartment or out of sight in a locked covered boot.

If We make a payment under this section it will not affect Your no-claims bonus provided the **Insured Car** is locked and has any fitted alarm and/or immobiliser working at the time of the incident.

Breakdown Cover

The cover for this section is being provided by MAWDY, Our Roadside Assistance is a twenty four (24) hour emergency & breakdown recovery service in Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands. It is there to assist You in your time of need.

Benefit

1. Roadside and driveway assistance

We will send a repairer to help You. If repairs are possible, We will provide up to one (1) hour's free labour at the roadside. We will also send a repairer to assist You in the event of a breakdown at Your home.

2. Towing

If repairs to Your **Insured Car** cannot be completed on the same day, We can arrange to have You and Your passengers taken home or to Your intended destination within Ireland.

3. Completing the journey

If repairs cannot be carried out onsite, we can arrange to have you and your passengers taken home or to your intended destination within Ireland.

This cover is limited to:

- onward transportation for the Insured and passengers (excluding hitchhikers) to their home or to their intended destination within the **Territorial Limits** (maximum covered thirty one euros (€31) / Stg thirty one pounds (£31) per person, one hundred and twenty seven euros (€127) / Stg one hundred and twenty seven pounds (£127) in total); or
- use of a replacement car for up to forty eight (48) hours while repairs are carried out; or
- overnight accommodation for one night, limited to Bed and Breakfast, while repairs to the **Insured Car** are in progress. Subject to maximum value of forty euros (€40) / Stg forty pounds (£40) per person and two hundred euros (€200) / Stg two hundred pounds (£200) in total.

The help provided depends on the options available to us at the time. Depending on the incident, we will decide what is the most suitable form of help. If you do not accept this decision, we will not pay more than the cost of the help we recommended.

4. Completion of journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, We will provide a replacement car for up to forty eight (48) hours to the limit of Stg one hundred pounds (£100). If the **Insured Car** cannot be repaired before Your departure date, We will cover the cost of towing the **Insured Car** to the port You are leaving from subject to the limit of Stg two hundred and fifty pounds (£250).

5. If your car is stolen

If Your Insured Car has been stolen and has not been recovered within twenty four (24) hours, We will provide a replacement car for up to five (5) days or until the **Insured Car** is recovered, whichever is soonest. Theft must be reported to the Garda Síochána and Us.

6. Message relay

We will pass on two (2) urgent messages for You. In the event of the **Insured Car** being repaired, the assistance company will provide the cost of public transportation for You to collect Your **Insured Car**.

What to do in the Event of a Breakdown

Should you require assistance, please telephone the Ivernia Breakdown Assistance Helpline on +353 (0)91 560602. Please have the following information ready when you call:

- Your exact location;
- the registration number of Your **Insured Car**;
- Your **Policy** number;
- a telephone number where You can be contacted; and
- a description of the problem.

MAWDY is responsible only for the cost of providing **benefit** available through Ivernia Insurance Breakdown Cover. If You make Your own arrangements, You will not be reimbursed.

Breakdown Cover Conditions

- We will not pay for any expense or assistance that has not been authorised through the emergency helpline. In the event of theft of the **Insured Car**, the
- theft must be reported to a Garda station (or local police station) before any **benefit** can apply.
- The Policy Number must be quoted when calling for assistance.
- Insured Cars eligible for assistance will be restricted to Private Cars of fifteen (15) years old and under at the time of taking out this **Policy**.
- To be eligible for assistance, the Insured must hold a current Ivernia Motor Insurance Policy.
- Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without Endorsements, a cash or credit card deposit. This criteria is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick-up point. Car hire insurance is Your responsibility.
- You must be with the **Insured Car** when the repairer arrives. If You are not with the **Insured Car** and Our repairer cannot assist, any subsequent assistance will be at Your own cost.

- If We have to make a forced entry to the **Insured Car** because You are locked out, You must sign a declaration, confirming that We are not responsible for the damage.
- Your **Insured Car** shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
- We will use Our best endeavours to recover Your **Insured Car**; however We cannot attempt to recover Your **Insured Car** if modification or customization on the **Insured Car** results in the recovery process being impeded. These types of modification include but are not limited to wheel arches, wheel sizes, front and rear
- We cannot accept responsibility for the transportation of pet animals or livestock carried within the **Insured Car**, any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.
- If You cancel an assistance, You are not eligible for another call out for that assistance.
- MAWDY cover is limited to a maximum of three (3) Assists in any twelve (12) month **Policy** term. After the 3rd Assist, Your Breakdown Assistance section of this **Policy** becomes void.

What is not covered:

- Breakdown assistance requests if the driver appears to be under the influence of drugs or alcohol at the time of the assistance
- Breakdown assistance requests if the vehicle is inaccessible or in an off-road location, or for any breakdown assistance requests arising as a direct result of driving the insured vehicle on unsuitable ground.
- if the Insured Car has been modified or is taking part in racing, trials, rallying or criminal conduct
- We will not pay for any consequential loss arising from using the assistance services;
- to pay for expenses, which are recoverable from any other source;
- any breakdown assistance requests arising where the Insured car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications;
- if We fail to perform any obligation for reasons beyond Our control;
- the cost of any parts, tyres, keys, lubricants, fluids or fuel required;
- any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the **Insured Car**;
- Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault;
- Breakdown assistance requests if you knowingly provide false or misleading information.

Customer Care

To Make a Complaint

Ivernia are committed to providing customers with a high standard of service at all times. Things can go wrong and there may be times when the service has not been what You expected. When this happens Ivernia will act promptly and fairly to address Your complaint and to put things right.

You may complain directly to Your Broker or Ivernia Insurance Ltd in connection with any element of cover.

Complaint Process – All Policy Sections

At the first instance You can raise the complaint by contacting Your Broker, and give them full details of Your complaint.

If Your complaint is not resolved the complaint can be sent in writing to the Customer Service Manager at Ivernia Insurance Ltd, Ivernia House, Ravenscourt Office Park, Sandyford, Dublin 18, or e-mail: info@ivernia.ie.
Ivernia will do the following:

- Phone and tell you that the complaint has been received and try to resolve the complaint immediately;
- Acknowledge the complaint in writing within 5 business days of receiving it;
- In the unlikely event that the complaint has not been resolved within twenty (20) business days of receiving it, Ivernia will write and let You know what further action will be taken;
- Within forty (40) working days of receiving the complaint, You will receive a Final Response or, if this is not possible, a reason for the delay plus an indication of when a Final Response will be issued;
- You have the option at all times to raise the complaint with the **Insurer** which varies by Section and which contact details are given for each Section and **Insurer** below;
- At this point, if You are unhappy with how the complaint has been dealt You may refer the complaint to the Financial Services and Pensions Ombudsman (FSPO).

Loss of or Damage to the Insured Car / Liability to Other People

Sections 1 and 2 are underwritten by Arch Insurance (EU) DAC. who are regulated by the Central Bank of Ireland.

Ivernia Insurance Limited administer these sections of cover on behalf of Arch Insurance (EU) DAC and any complaints regarding sections 1 and 2 of the policy should be referred to:

Customer Service Manager
Ivernia Insurance Ltd,
Ivernia House,
Ravenscourt Office Park,
Sandyford,
Dublin 18,

E-mail: info@ivernia.ie

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

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

Tel: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

Breakdown Assistance

In the unlikely event of a dispute occurring regarding this Section of Your policy You should, in the first instance, write to:
The Customer Service Team,
MAWDY,
22-26 Prospect Hill,
Galway.

Should You remain dissatisfied, You may contact:

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.
Phone: +353 1 567 7000

E-mail: info@fspo.ie
Website: www.fspo.ie

Right of Referral to the Financial Services Ombudsman – All Sections

If You are not satisfied with Our decision on a complaint or if a decision has not been given after 40 days and/or a Final Response letter has been issued, You can bring their complaint to the Financial Services and Pensions Ombudsman.

The contact details are as follows:

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.
Phone: +353 1 567 7000

E-mail: info@fspo.ie
Website: www.fspo.ie

Endorsements

PC1- Excluding Driving Other Cars

We will not provide cover for driving of other cars under Liability to Others section of this **policy**.

PC2 Accidental Damage Excess

For each event under Loss and Damage to the **Insured Car** of this **policy** we will not pay for the first amount shown in the **schedule** as **excess**.

PC3 Indemnity to Employer

Under Liability to Other People of this **policy** we will cover your employer, named in the **schedule**, if you have an accident or loss in a car we cover while on business for that employer. This only applies if your employer is not entitled to cover under any other **policy**.

PC4 Protected No-Claim Discount

You may make up to two unlimited claims in a three year period. You must pay the required extra premium for this cover. Your premium may still increase following an accident or claim.

PC5 Driver Qualification – Open Driving 30- 70 Full EU Licence

We will not provide cover under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age. No cover operates under the policy while the car is being driven by any person who holds a provisional EU licence.

PC6 Driver Qualification – Open Driving 30- 70 Full EU Licence plus Named Drivers

We will not provide cover under the **policy** while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age unless that person is named on the **Certificate of Motor Insurance** and **policy schedule**.

No cover operates under the **policy** while the car is being driven by any person who holds a provisional EU licence unless that person is named on the **Certificate of Motor Insurance** and **policy schedule**.

Ivernia Insurance Limited
Ivernia House
Ravenscourt Offic Park
Sandyford, Dublin 18
Ireland

Email: info@ivernia.ie

Ivernia INSURANCE

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