# YOUR CAR INSURANCE
# **POLICY BOOKLET**

SUPPORT.
IT'S WHAT WE DO.

FBD
INSURANCE

FBD Insurance plc is regulated by
the Central Bank of Ireland.

fbd.ie

# Helpful notes and contact details

- Your policy is underwritten by FBD Insurance plc. Throughout this policy booklet, FBD Insurance plc is referred to as 'we', 'us' and 'our'.
- You should read this policy booklet together with your schedule and certificate. Your schedule and certificate will record your insurance cover and detail any changes or additions to the policy terms that apply to you.

| | |
|---|---|
| **Claims service** | To let us know about a claim, contact us on **0818 18 18 18**.<br><br>Our dedicated claims service is available to help you 24 hours a day, 365 days a year.<br><br>It is important to let us know as soon as you become aware of any event, which could lead to a claim. Do this before making any repairs. Our claims service will make the process as easy as possible for you and talk you through everything step by step.<br><br>Your general obligations if a claim occurs are detailed under condition 3 in the General conditions of this policy booklet. Please make sure you understand these conditions and if you have any questions, contact us. |
| **Windscreen claims** | If your windscreen is damaged, please call us on **0818 953 953** for details of our approved local repairers. Wider cover applies when you use our approved repairers. |
| **Customer service** | If you buy your policy from FBD Insurance, you can call us for customer support on **0818 18 18 18**.<br><br>You can also find information by visiting our website **www.fbd.ie**.<br><br>If you have arranged your policy through a broker, please contact your broker directly. |
| **Car breakdown assistance** | If your policy includes the Car breakdown assistance service, we will record this in your schedule.<br><br>This service is provided separately by MAPFRE ASSISTANCE Agency Ireland (MAPFRE). It gives you access to a 24 hour emergency assistance service in the event of car breakdown.<br><br>To access the service, call **1800 323 888** (this call is free). If calling from Northern Ireland, England, Scotland or Wales, call **00 353 91 560 622** (international call rates will apply).<br><br>For further details on using the Car breakdown assistance service, including the terms, conditions, exclusions and limits that apply, see Endorsement '72. Car breakdown assistance', in this policy booklet. |

FBD Insurance has over 50 years' experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online today.

# Car insurance policy contents

! The ‘cover sections’ and individual covers within each section of this policy booklet, will only apply to your policy if they are recorded in your schedule. If any cover is not recorded in your schedule, the cover will not apply.

## Your insurance policy


01 **Introduction to your policy**

- 01 This policy booklet
- 01 Your policy
- 01 Your duty of disclosure
- 02 Governing law
- 02 Complaints

03 **General definitions**

06 **Key information**

- 06 Cover we provide
- 07 Insured use
- 07 Drivers whose driving is covered
- 07 Territorial limits
- 07 Your car’s insured value
- 07Policy limits
- 08 Keeping your policy up to date
- 09 What to do if you have an accident
- 09 Excess
- 09 Uninsured losses and maintaining your car
- 09 No claim discount

11 **General conditions of your policy**

15 **General exclusions of your policy**


## Cover sections


22 **Section 1–Third party insurance cover**

- 22 Cover for you
- 22 Legal expenses
- 22 Third party driving of other cars
- 23 Trailers
- 23 Additional exclusions to Section 1

24 **Section 2–Loss or damage to the insured car**

- 24 Cover provided
- 24 Repairing your car
- 24 Transport costs
- 24 How total loss claims will be settled
- 24 New car replacement
- 25 Windscreen and window glass
- 25 Damage to your car by an uninsured vehicle
- 25 Hire purchase, leasing or finance agreements
- 25 Comprehensive cover for a car which is temporarily borrowed
- 26 Car hire expenses
- 26 Replacement locks
- 26 Personal property
- 26 Fire brigade charges
- 26 Additional exclusions to Section 2

28 **Section 3–Personal accident**

29 **Section 4–Medical expenses**

30 **Endorsements**

36 **Changes to this policy booklet**

# YOUR INSURANCE POLICY

FBD INSURANCE

# Introduction to your policy

! To help **you** to understand **your policy**, **we** have defined some of the common words and phrases **we** use. **We** have printed these words and phrases in bold, so **you** can identify them wherever they appear in singular or in plural throughout this **policy** booklet. **You** will find their meanings explained in the General definitions section.

! Throughout this **policy** booklet, FBD Insurance plc is referred to as '**we'**, '**us'** and '**our**'.

## This policy booklet

At FBD Insurance plc, **we** are always striving to refine **our** products and give **you** high standards of protection. **We** may update this **policy** booklet from time to time, to make various changes and to meet different laws and regulations.

When **you** take out **your policy**, **we** will give **you** the latest version of this **policy** booklet, which will apply to **your** insurance contract. If **we** make changes to this **policy** booklet that affect **you** when **you** renew **your** insurance contract, **we** will provide **you** with the updated version alongside **your** renewal documents.

In addition, **we** will provide a summary of any changes **you** need to be aware of under the 'Changes to this **policy** booklet' heading at the end of the booklet.

## Your policy

**Your** insurance **policy** is a contract agreed between **you** and **us**. It is based on:

- the information in **your** completed insurance application documents including **your proposal form** or **statement of fact**, and
- any further **renewal applications** or applications to amend **your** insurance.

**We** detail **your** insurance cover in:

- this **policy** booklet,
- **your schedule**,
- **your certificate**, and
- the **endorsements** that apply to **you**.

**You** should read these as one and keep them in a safe place.

! **Endorsements** are written amendments or additions to **your** insurance contract that adjust **your policy** terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

If **your policy** does not meet **your** requirements in any way, or **you** have any queries, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

**Your** insurance cover is subject to **you** having paid **us**, or having agreed to pay **us**, **your premium**. Cover will apply to **events** that occur:

- within the **territorial limits** defined in **your policy**,
- during the **period of insurance** recorded **in your schedule**.

**Your** insurance cover is subject to the full terms, conditions, exclusions and **limits of liability** recorded in this **policy** booklet, **your schedule**, **your certificate**, and the **endorsements** that apply to **you**.

## Your duty of disclosure

**You** must make sure that all information **you** give **us** is true, accurate and complete. The questions and responses recorded in **your**:

- **proposal form** or **statement of fact**,
- **renewal applications**, and
- any further communications with **us**,

will influence **our** acceptance of **your** insurance, **your premium** and the terms and conditions **we** apply.

If there is ever any change in this information or the information recorded in **your schedule**, **certificate** and completed insurance application documents, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

If **you** are in any doubt about **our** questions and **your** responses, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

### Failure to meet this duty

If **you** do not meet this duty carefully and honestly at all times, **you** may face:

- a sudden change in cover, **premium** or terms,
- an invalid or cancelled **policy**,
- no **claim** payment or reduced **claim** payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan on **your** insured property.

Further information about **your** duty of disclosure is detailed under condition 1, 'your duty', in the General conditions of this **policy** booklet. Please make sure **you** understand this condition and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Governing law

Unless **we** agree otherwise, the laws and exclusive legal jurisdiction of the Republic of or Ireland will apply to **your policy**.

## Complaints

**We** would like to hear from **you** if **you** have a complaint about **our** product or service. If **you** tell **us your** concerns, **we** will try to put matters right and improve **our** service to all **our** customers. If **you** would like to make a complaint, please contact **us**:

- by phone – call 0818 18 18 18,
- in person – call into any of **our** branch offices nationwide, or
- by email – info@fbd.ie.

If **you** have arranged **your policy** through a broker and have a complaint about the broker service provided to **you**, please contact **your** broker directly.

If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** may refer **your** case to the:

Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Phone: + 353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

## Stamp Duties Consolidation Act 1999

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999.

## Insurance Act 1936

**We** will pay any money due under the **policy** in the Republic of Ireland.

**Signed for and on behalf of FBD Insurance plc.**



**Sean Kelleher**

Chief Underwriting Officer

# General definitions

! **We** have provided the following general definitions, in order to explain some of the common words and phrases **we** use. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural throughout this **policy** booklet.

! Some sections of the **policy** booklet may also contain words and phrases with a special meaning, applying only in specific areas of **your policy**. **We** explain this in the **policy** wording wherever it occurs.

## Accident, accidental, accidentally

A sudden and unforeseeable **event** or occurrence which:

- is caused unintentionally,
- is not the result of a pre-existing or a gradually operating cause,

and may give rise to a **claim** under **your policy**.

## Certificate

The **certificate** of insurance document **we** issue to **you** proving that **you** have taken out the motor insurance needed by law. It outlines who is insured to drive the **insured car**, the purposes for which **your** car is insured to be used and whether **you** are covered under **your policy** to drive any other car.

## Claim

A **claim**, or series of **claims** arising out of, or in connection with, or occasioned by, any one cause, peril, **event** or **accident**, that is covered under **your policy**.

## Cooling-off period

All policies are sold with a '**cooling-off period**' once **your** contract is for a period of 30 days or longer. The **cooling-off period** will apply both at new business and at renewal and will last for 14 working days from the date **you** receive **your policy** documents. If **you** cancel **your policy** within the **cooling-off period**, **you** will be charged proportionally for the period **you** were on cover and no other charges will apply.

## Damage, damaged

**Accidental** loss, **damage** or destruction.

! This definition does not apply to the general 'Cyber risks and electronic risks exclusion' of **your policy**, where **we** have provided a more specific **damage** definition as part of the exclusion wording.

## Endorsement

A written amendment or addition to **your** insurance contract that adjusts **your policy** terms and has priority over the general contract terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

## Event

An **event** or occurrence which may give rise to a **claim** under **your policy**.

## Excess

The part of a **claim** cost that **you** must pay. An **excess** applies to certain **claims** made under **your policy**. The **excess** amounts are recorded in **your schedule**.

If **you** have a private car **policy** a reduced **excess** will apply if **you** choose to use **our** approved repairer network. The reduced **excess** amount will be recorded in **your schedule**.

! For more information about **excess**, see the 'Excess' heading in the Key information section of this **policy** booklet.

## Indemnity, indemnify

The provision of a protection or payment in the **event** of loss, **damage**, injury or liability.

## Inner limit

A more specific maximum amount that **we** will pay for a certain type of cover, **event** or **claim**, forming part of the **limits of liability** under **your policy**. For full details of all **inner limits** under **your policy**, **you** must read **your** full **policy** documents including this **policy** booklet, **your schedule**, **certificate** and any applicable **endorsements**.

## Insured car

- The car recorded in **your schedule** including its accessories and spare parts while fitted to the car, or

- any vehicle to which cover is transferred with **our** consent during the **period of insurance**.

Any references to the 'insured vehicle', 'vehicle' or 'private motor vehicle' under **your policy** in **your schedule** or **your certificate**, will be read as referring to the **insured car**.

## Insured driver

Any person recorded in **your schedule**, **endorsements** and **certificate** as being insured and entitled to drive under **your policy**.

## Insured person

Any person provided with cover under **your policy**.

## Insured use

The purposes for which the **insured vehicle** is insured to be used as outlined in **your** certificate under the heading 'Limitations as to use' and in **your schedule**.

## Limit of indemnity, limit of liability

A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**. **We** may apply different limits under **your policy** in different ways. For example, a **sum insured**, an **inner limit** or a standard cover limit forming part of the specific terms and conditions recorded in this **policy** booklet, **your schedule**, **certificate** and any applicable **endorsements**.

## Market value

The reasonable cost, as determined by a motor assessor appointed at **our** expense, of replacing the **insured car** with one of the same:

- make,
- model,
- specification,
- age and
- similar mileage or odometer reading.

But excluding:

Modifications not forming part of the standard vehicle specification, unless they were factory fitted prior to first registration, or **we** have otherwise agreed to include them.

## Passenger

Any person being carried in or getting into or out of the **insured car**.

## Period of insurance, period of cover

The period for which **we** have accepted **your premium** and agreed to provide insurance to **you** as recorded in **your schedule** and **certificate**, or until **your** cover for the **period of insurance** is expired, lapsed or cancelled.

## Policy

The contract of insurance agreed between **you** and **us**. The contract is based on **your** completed insurance application including **your proposal form** or **statement of fact** and any further **renewal applications** or applications to amend **your** insurance. The **policy** includes:

- **your schedule**,
- **your certificate**,
- this **policy** booklet,
- any **endorsements** that apply, as recorded in **your schedule**, and
- any other documents or communications **we** send to **you** to form part of **your policy**.

## Premium

The payment **you** are required to give **us** for **your** insurance **policy**.

**!** If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 8 under the General conditions in this **policy** booklet.

## Private car

A **private car**, which:

- is built for the purpose of carrying passengers,
- is taxed for private use only, and
- can be driven with a category B driving licence.

## Proposal form, Statement of fact, Renewal application

The information provided by **you** and the declarations made by **you** at the time the insurance was arranged or renewed. **We** rely on this information when agreeing to offer **you your** contract of insurance and the terms provided under **your policy** for the **period of insurance**.

## Schedule

The document forming part of **your policy**, which records:

- **your** details,
- details of the **insured car**,
- the covers **you** purchased,
- the **period of insurance**, and
- the **endorsements** that apply to **you**.

For full terms and conditions, **you** must read **your schedule** together with **your certificate**, this **policy** booklet and any other **policy** documents **we** send to **you**.

## Sum insured

A monetary amount recorded in **your schedule**, forming part of the **limits of liability** under **your policy.** In the **event** of a valid **claim**, **you** will be covered up to the **sum insured** as the maximum amount **we** will pay in the **event** of total loss, provided there is not any lower **limit of liability**, **inner limit** or other limitation recorded under the specific terms and conditions of **your policy**.

## Terms of Business

The document issued to **you** by FBD Insurance and / or FBD Insurance plc, telling **you** how business services will be provided to **you**.

If **you** buy **your policy** from a broker, **you** will need to read **our Terms of Business**, together with the separate terms provided to **you** by **your** broker.

## Territorial limits

The geographical areas or locations detailed in **your policy** wording, inside which **your policy** cover will apply. Outside these geographical areas or locations, **your policy** cover does not apply.

**!** For information about the **territorial limits** that apply to **your policy**, see the 'Territorial limits' heading under the Key information section in this **policy** booklet.

## We, us, our

FBD Insurance plc.

## You, your, yours, yourself, the insured

The person or persons (including bodies corporate) named in **your schedule** and **certificate** to whom the insurance **policy** has been issued, including **your** legal personal representatives (for example, a person who administers the estate of a person who has died).

# Key information

! It is important to be aware of the following key information about **your policy**.
! If **you** have any questions about **your** cover, the requirements **your policy** places on **you** to avail of cover, or how **we** will manage **your policy** or any **claim you** have, please contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Cover we provide

**Your** protection under **our** Car insurance product, depends on the level of cover.

**Your schedule** and **certificate** will tell **you** which covers are included under **your policy**.

**You** will need to read **your schedule** and **certificate** together with this **policy** booklet for full terms and conditions, including all benefits, **limits of liability**, restrictions and exclusions that apply.

The main cover types **we** can provide for are outlined below:

### Comprehensive cover

Comprehensive cover gives **you** wide protection for **accidental damage** to or loss of **your insured car**.

**Our** comprehensive package combines cover from this **policy** booklet, under:

- Section 1–Third party insurance cover,
- Section 2–Loss or damage to the insured car,
- Section 3–Personal accident, and
- Section 4–Medical expenses,

together with a selection of additional benefits as standard including:

- Car breakdown assistance,
- Car hire expenses following an **accident**, and
- Windscreen and window glass protection.

**You** may also be able to extend **your** protection by purchasing further additional benefits as optional extras. **Your** quotation and renewal documents will outline the standard and optional covers which apply to **your policy**.

### Third party, fire and theft cover

If **you** select third party, fire and theft cover, Sections 1 and 2 of this **policy** booklet apply. However cover under Section 2 for loss or **damage** to **your insured car**, will be limited to **claims** arising from:

- fire, self-ignition, lightning, explosion,
- theft or attempted theft.

Further additional benefits to extend **your** protection including 'Car breakdown assistance' and 'Windscreen and window glass' protection, will only apply to **your policy** if **you** purchase them as optional extras.

**Your** quotation and renewal documents will outline the standard and optional covers which apply to **your policy**.

### Third party insurance cover

Third party only insurance provides **you** with the minimum necessary cover, which **you** are required by law to hold when driving.

If **you** only have third party insurance cover, only Section 1 of this **policy** booklet will apply. This will limit cover to **your** legal liabilities, where a **claim** is brought against **you** for material property **damage** or injury to others arising from the use of **your insured car**.

Unless **we** have recorded otherwise in **your schedule**, no other **policy** section will apply.

## Insured use

The use insured under **your policy** is recorded in **your certificate** under the 'Limitations as to use' and in **your schedule**. All **our** Car insurance policies include use for:

- social, domestic and pleasure purposes,
- use required by the overhaul, upkeep and repair of the **insured car**, and
- use while towing a broken down mechanically propelled vehicle.

Some policies can be extended to also include business use. If **your policy** includes cover for business use, **we** will record this in **your schedule** and **certificate**.

**We** do not provide cover when the **insured car** is being used in other situation or circumstances, unless **we** have specifically agreed to this in advance and recorded it under the limitations as to use in **your schedule** and **certificate**.

## Drivers whose driving is covered

**We** provide a number of **insured driver** options. **Your schedule** and **certificate** will record the drivers covered to drive under **your policy**. These drivers are covered provided they observe the terms, provisions, conditions and **endorsements** of **your policy** and anything they reasonably require for cover to apply.

## Territorial limits

Unless otherwise specified in **your policy** wording, **we** will provide cover as recorded in **your schedule** for **events** which occur during the **period of insurance**:

**a)** in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands,

**b)** in other European Union member states,

**c)** in any other country which the Commission of the European Union is satisfied has made arrangements to meet the minimum insurance requirements set out by the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles, and

**d)** while the car is in transit by sea (including loading and unloading), between any ports in the territories covered by this **policy**.

**Driving of other cars**

**!** If **your policy** includes Third Party driving of other cars or Comprehensive cover for a car which is temporarily borrowed, this will apply while **you** are driving in Ireland or Northern Ireland only.

**Car breakdown assistance**

**!** If **your policy** includes car breakdown assistance, this will apply in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands only.

## Your car's insured value

If **you** have a valid **claim** for loss of or **damage** to **your insured car**, **we** will use a professional motor assessor, who can determine the cost of any repairs, together with the car's **market value** at the time of loss or **damage**.

The motor assessor will calculate a correct **market value**, based on the reasonable cost of replacing the **insured car** with a car of the same make, model, specification, age and similar mileage or odometer reading. This information will also determine whether or not the **insured car** is economical to repair.

- If **we** deem the **insured car** as being economical to repair:

  **We** will offer to make arrangements for **you** through FBD's network of recommended repairers, in line with the terms and conditions of **your policy**. If **you** would prefer not to use **our** recommended repairers, the maximum amount **we** will pay **you** is the equivalent cost of using **our** recommended repairers, as determined by the **motor assessor**.

- If the **insured car** is a total loss, or if **we** deem it as **damaged** beyond its economical repair:

  The maximum amount **we** will pay **you** is the **market value** of the **insured car** at the time of loss or **damage**, as determined by the **motor assessor.**

**!** **We** will not provide any cover for modifications to the **insured car**, unless they form part of the standard vehicle specification and were factory fitted prior to first registration, or **we** have otherwise agreed to include them.

## Policy limits

**We** may apply different **limits of indemnity** under **your policy** in different ways. A **limit of indemnity** is a maximum amount **we** will pay for a certain type of cover, **event** or **claim**. Some of the main examples to be aware of in this **policy** booklet are:

If active under **your policy** –

! The most **we** will pay under Section 1–Third party insurance cover, for:

- **Damage** to material property – is up to €30,000,000.
- Legal costs incurred with **our** written agreement to defend **you** in proceedings for manslaughter or dangerous driving causing death or serious bodily harm – is up to €2,500.

! The most **we** will pay under Section 2–Loss or damage to the insured car, for:

- Repair or replacement of windscreen or window glass if our approved supplier is not used – is up to €223,
- Repair of chips or cracks covered under the 'windscreen and window glass' benefit if our approved supplier is not used – is up to €30 in total.
- 'Car hire expenses' provided as part of comprehensive cover is up to €40 per day but no more than €300 for any one **claim**.
- 'Car hire expenses' on **private car** policies provided as part of comprehensive cover is up to 25 days for any one **claim** where **you** choose **our** approved repairer network.
- 'Replacement locks' cover – is up to €750.
- 'Personal property' cover – is up to €400.
- 'Fire brigade charges' – is up to €2,000.

! The most **we** will pay under Section 3–Personal accident, for:

- Death – is €5,000.
- Total and permanent loss of sight in one or both eyes – is €2,500.
- Loss of one or more limbs - is €2,500.
- Total and permanent loss of sight in one eye in addition to loss of a limb – is €2,500.

! The most **we** will pay under Section 4–Medical expenses – is up to €1,000 each for bodily injury suffered in connection with the **insured car** by any person in the **insured car**.

For full details of all **limits of indemnity** under **your policy**, **you** must read **your** full **policy** documents including this **policy** booklet, **your schedule**, **certificate** and any applicable **endorsements**.

## Keeping your policy up to date

**You** must tell **us** if there is ever any change in the information recorded in **your schedule**, **certificate** and completed insurance application documents, after **your policy** has started. This is to help protect **you**, and to make sure **your policy** cover and **premium** continues to be valid after a change has taken place.

It is important to be aware that once **your policy** has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

! Any replacement of the **insured car** with another car, or any change in the registration number or identification number of the **insured car** as recorded in **your schedule** and **your certificate**.

! Any alteration to the mechanics, structure, performance or handling of the **insured car**.

! Any change in the use of the **insured car** outside:

- the purposes **you** disclosed to **us** when taking out or renewing **your policy**,
- the use of the **insured car** recorded in **your schedule**, and
- the limitations as to use recorded in **your certificate**.

! Any change in the main driver of the **insured car**.

! Any disqualification of any **insured driver** from driving, or if any **insured driver** has received any driving conviction.

! Any change in the physical or medical condition of any **insured driver** impairing their ability to drive safely.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**, in line with condition 1 in the General conditions of this **policy** booklet.

## What to do if you have an accident

**You** will need to tell **us** within 48 hours by calling 0818 18 18 18. This service is available 24 hours a day.

**You** must also let An Garda Síochána know within 24 hours of:

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

**You** should not admit or deny responsibility for an **accident**.

**You** should take the registration numbers of all vehicles involved, together with the insurer's name and policy number for each vehicle (this should be on the insurance disc on the vehicle's windscreen).

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

**We** recommend **you** keep a record of all injuries, any **damage** and draw a map of the location of the **accident**.

**You** must also:

- send **us** all correspondence **you** receive about the **accident** as soon as **you** receive it and without answering it, and
- tell **us** in writing about any prosecution or legal action against **you**, as soon as **you** become aware of it.

## Excess

An **excess** is the part of a **claim** cost that **you** must pay. **You** are responsible for paying the **excess** amounts recorded in **your schedule** for certain **claim** types.

- **Our** standard **excess** amounts relate primarily to valid **claims** for **accidental damage** to the **insured car**.
- Higher **excess** amounts will apply to valid **claims** for **accidental damage** while the **insured car** is being driven by any learner permit or provisional licence holder or driver under 25.
- If **you** have a private car **policy** a reduced **excess** will apply if **you** choose to use **our** approved repairer network. The reduced **excess** amount will be recorded in **your schedule**.

No **excess** will apply for a **claim**:

- due to fire, self-ignition, lightning, explosion, theft or attempted theft, or
- under Section 3–Windscreen and window glass cover.

If an **excess** applies to any other type of **claim**, **we** will record this in **your schedule**.

**Flexible excess**

It may be possible to increase the **excess** amounts under **your policy** to avail of a lower **premium**, or to reduce the **excess** amounts under **your policy** for a higher **premium**. **You** can talk to **us** about **our** flexible **excess** options when **you** are taking out or renewing **your policy**.

## Uninsured losses and looking after your car

Insurance is intended to provide protection against unexpected **events** caused by an insured risk, such as fire, theft or **accidental damage**. It is not intended to cover loss or **damage** to the **insured car** caused by:

- wear and tear,
- lack of maintenance,
- breakdown, or
- illegal or deliberate acts by any **insured driver** under **your policy**.

**You** must look after **your insured car** to prevent loss or **damage** caused by uninsured risks.

Examples of losses that are not insured under **your policy** include:

- **Damage** to tyres by braking, punctures, cuts or bursts,
- **Damage** to the **insured car** caused by goods being carried in the car,
- **Damage** to the **insured car** caused by an **insured driver** above the legal limit for alcohol or drugs,
- **Damage** by an **insured driver** who does not hold a valid driving licence,
- Breakdown or servicing costs (other than any cover provided to **you** by MAPFRE ASSISTANCE Agency Ireland as part of the 'car breakdown assistance' additional benefit).

**You** must take all reasonable steps to keep the **insured car** in a roadworthy condition and safeguard it from loss or **damage**. **You** must do this in line with condition 2 in the General conditions of this **policy** booklet.

## No claim discount

**Our** Car insurance product includes a no **claim** discount. This means that if no **claims** were made under **your policy** over **your** previous **period(s) of insurance**, **we** will reduce **your premium**. The reduction will be in line with the following scale:

| Consecutive period(s) of insurance claims free | No claim discount |
|---|---|
| One year | 20% |
| Two years | 30% |
| Three years | 40% |
| Four years | 45% |
| Five years | 50% (maximum) |

**Your** no **claim** discount will not be affected if **you** make a **claim** for:

- Fire and theft cover,
- Section 2–Damage to your car by an uninsured vehicle,
- Section 2–Windscreen and window glass, or
- The Car breakdown assistance benefit.

For any other type of **claim**, **your** no **claim** discount will reduce to zero, unless you have purchased one of our no **claim** discount protection benefits:

- 'No claim discount protection cover',
- 'No claim discount protector plus',
- 'No claim discount protector extra', or
- 'Step-back no claim discount protection'.

If any of these benefits are included under **your policy**, **we** will record this by **endorsement** in **your schedule**.

**!** **Your** no **claim** discount and **our** no **claim** discount protection benefits, will only apply to the level of discount granted under **your** no **claim** discount

scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

# General conditions of your policy

! **You** need to meet the requirements detailed in **your policy** conditions. If **you** do not, **your policy** cover may not be valid.

! The following conditions apply to **your** whole **policy**, in addition to any conditions **we** have detailed in specific areas of **your policy**.

! It is important that **you** read and understand **your policy** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

**You** or any other person claiming under **your policy** must comply with the following general conditions to avail of the full protection provided by **your policy**. If **you** do not take reasonable care to meet these conditions, **you** may face:

- a sudden change in cover, **premium** or terms,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again, or
- breaking the terms of any relevant loan on **your** insured property.

Nothing in the terms of **your policy** will affect the right of any person to recover a payment under, or in line with, the Road Traffic Acts.

## 1. Your duty

### a) Give us full information when applying for or renewing your policy

**You** must answer all **our** questions honestly and with reasonable care. The information provided in **your** insurance application including **your proposal form** or **statement of fact** and any **renewal applications** or other communications with **us**, must be true, accurate and complete.

**Our** questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your premium** and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**.

### b) Always keep your policy up to date

**You** must tell **us** if there is any change in the information recorded in **your schedule**, **certificate** and completed insurance application, after **your policy** has started. **We** will then let **you** know of any change in **your premium** or **policy** terms.

**We** will not cover any of the following changes in risk after **your policy** has started, unless **you** have told **us** about them and **we** have agreed to cover them:

- Any replacement of the **insured car** with another car, or any change in the registration number or identification number of the **insured car** as recorded in **your schedule** and **your certificate**.
- Any alteration to the mechanics, structure, performance or handling of the **insured car**.
- Any change in the use of the **insured car** outside:
  - the purposes **you** disclosed to **us** when taking out or renewing **your policy**,
  - the use of the **insured car** recorded in **your schedule**, and
  - the limitations as to use recorded in **your certificate**.
- Any change in the main driver of the **insured car**.
- Any disqualification of any **insured driver** from driving, or if any **insured driver** has received any driving conviction.
- Any change in the physical or medical condition of any **insured driver** impairing their ability to drive safely.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**.

### c) Keep to the terms of your policy

**You** or any person making a **claim** under **your policy** must take reasonable care to observe and fulfil the terms, provisions, conditions and **endorsements** of **your policy** and anything they reasonably require for cover to apply.

## 2. Looking after your car

**You** must take all reasonable steps to keep the **insured car** in a roadworthy condition and safeguard it from loss or **damage**.

The **insured car** must:

- be fitted with correctly working lights, mirrors and braking systems,
- use appropriate tyres complying with the minimum legal tread depth,
- be equipped with anti-freeze, oil, and other necessary fluids as recommended by the manufacturer and be garaged where possible,
- never be left unattended or unlocked with keys still inside the car or any window or sunroof open.

**You** must give **us** free access to examine the **insured car** at any reasonable time if **we** ask for this.

# 3. Your obligations in the event of a claim or prosecution

### a) Tell us about any event which could lead to a claim

**You** must tell **us** within 48 hours after **you** become aware of any **accident** or **event** which may lead to a **claim** under **your policy**, or any possible prosecution or inquest which may give rise to liability under **your policy**. **You** must do this whether a **claim** will be made or not. Call 0818 18 18 18.

### b) Do not indicate responsibility

**You** must not admit or deny responsibility for any **claim** made against **you**, or make any offer, agreement, negotiations, or promise of payment or reimbursement, without **our** prior consent.

### c) Report to An Garda Síochána if necessary

After **you** become aware of any **event** of theft, attempted theft, vandalism, or any other malicious and deliberate act, **you** must make a report within 24 hours to:

- An Garda Síochána, or
- The relevant police authority with jurisdiction where the **event** occurs.

**You** must also let these authorities give **us** any information or help **we** may need.

### d) Get our approval for repairs

**You** must not go ahead with any repairs without **our** approval.

### e) Forward correspondence

As soon as **you** receive it and without answering it, **you** must:

- Send **us** any letter, **claim**, legal proceedings, summons, or other notice in connection with any **event**.
- Send **us** any letter or communication from the Personal Injuries Resolution Board (PIRB).

### f) Give us any information we need

**You** must at **your** own expense and within the timeframe **we** set out, give **us** full details about the **claim**, including any documents, evidence or proof **we** may require. These details must be as accurate as is reasonably possible.

### g) Assist us during the claims process

**You** must give **us** any further help, assistance, cooperation or information as **we** may reasonably require during the **claims** process.

# 4. Our rights in the event of a claim or recovery

### a) To salvage

**We** will be entitled to:

- Take possession of or dispose of **your insured car** after it is **damaged**, and
- Keep any residual salvage value,

at any time during the course of a **claim**.

This condition will not make **us** responsible for **your** property or impact on any other condition under the **policy** that applies to **you** or **us**.

**You** may not abandon any property to **us** for **us** to deal with.

### b) To defend or settle legal action

**We** can take over and manage legal proceedings in **your** name, or in the name of any other **insured person**. This may be to defend, settle or prosecute any **claim** for insurance cover or damages.

### c) To take legal action to recover payment

**We** can take proceedings in **your** name, or in the name of any other **insured person**, to recover any payment **we** have made under **your policy**, at **our** own expense.

### d) To your cooperation

**We** can decide how any proceedings or **claim** settlements are handled. **You**, or any other **insured person**, must give **us** all the information and help **we** require.

## 5. Other insurance or contribution

If at the time any **claim** arises under this **policy** there is any other insurance covering the same loss, **damage** or liability, **we** will only pay **our** proportional share of any loss, **damage**, cost or expense.

If at the time of the **claim** the person driving the **insured car** has cover under another **policy** for the same loss or **damage** or liability then no cover will apply under Section 1–Third party insurance cover, of **your policy**.

**!** This condition will not apply to Section 3–Personal accident or Section 4–Medical expenses, where either of these covers are active under **your policy**.

## 6. Disputes between you and us

If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

**a)** the Financial Services and Pensions Ombudsman (FSPO), or
**b)** to 'arbitration', a process using an independent person known as an 'arbitrator' to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the Complaints heading of this **policy** booklet, in the 'Introduction to your policy'.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as if **you** have agreed not to pursue it.

## 7. Our right to reclaim payments

If **we** are required under the Road Traffic Acts or any law, to pay a **claim** which the **policy** does not cover, **we** have the right to get the payment back from **you** or any other driver.

## 8. Cancellation of the policy

**a)** **We** may cancel **your policy** in line with **our Terms of Business** by sending **you** 10 days' notice in writing to **your** last known address.

**b)** **You** may cancel **your policy** in line with **our Terms of Business** by sending **us** cancellation instructions in writing.

You must return **your** current **certificate** and insurance disc.

**We** will return the **premium you** paid for the **period of insurance** that is left to run, if:

- **You** cancel the **policy** within the **cooling-off period**, or
- **We** cancel the **policy**.

If **you** cancel after the **cooling-off period**, as long as no **claim** has been made or is pending, **we** will return the **premium** for the **period of insurance** left to run, less any cancellation charge, in line with the **Terms of Business**.

## 9. Suspension of the policy

The cover under **your policy** can be suspended from the date we have received **your** request in writing, together with **your** current **certificate** and insurance disc.

If **you** are paying by direct debit, **we** will continue to collect **your** direct debit instalments during the period of suspension.

**We** will refund the **premium** for the suspension period, less any administration fee, provided:

- the suspension has lasted for at least 28 days in a row,
- there has been no **claim** on **your policy**, and
- no **claim** is pending.

**!** While **your policy** is fully suspended, all cover will be suspended including driving of other cars, if applicable, and no cover section will apply.

## 10. Pay your premium and keep your payments up to date

**You** must pay all amounts due for the **period of insurance** on time and in full. If **you** do not, **you** will not be covered.

**a)** Annual payments: **You** must complete payment of the **premium** amount in full and the payment must be cleared.
**b)** Instalments: **You** must complete payment of all **premium** instalments on time and in full, in line with **your premium** payment plan agreement.
**c)** Fees and charges: **We** will provide details in **our Terms of Business** of any additional fees and charges **we** apply.

If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line

with condition 8 in the General conditions of this **policy** booklet.

## 11. Fraud

**You** must not act in a fraudulent way. No cover will apply:

- if **you** or any person entitled to cover under **your policy** makes a **claim** knowing it to be false or fraudulent in any way, or
- if **damage** is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf.

**We** may keep **your** full **premium** if **your policy** is cancelled due to fraud.

## 12. Discharge of liability

If **we** have to make a payment to more than one **insured person** in the **event** of any **accident** or loss, the maximum amount **we** will pay, regardless of the number of people insured, will be the specific **limit of indemnity** recorded in this **policy** booklet or **your schedule** or **certificate**, including any applicable **endorsements**.

**!** A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**.

# General exclusions of your policy

! Exclusions are **events** and **claims** that **we** will not cover under **your policy**.
! The following exclusions apply to **your** whole **policy**, in addition to any exclusions **we** have detailed in specific areas of **your policy**.
! It is important that **you** read and understand **your policy** exclusions. If **you** have any questions about an exclusion, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

No cover is provided under **your policy** for any of the following, except where it is necessary to meet the requirements of the Road Traffic Acts.

If any part of any exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

## 1. Contractual liability exclusion

**We** will not pay any **claim**, loss, **damage,** cost, expense, consequential loss, financial loss, liability or injury, for any liability under a contract, unless the same liability would have existed in the absence of the contract.

## 2. Drivers and uses exclusion

**We** will not pay for:

**a)** Any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury arising out of any **event**:

**1.** while the **insured car** is being driven by or is for the purpose of being driven in the charge of any person other than a person permitted to drive under **your policy**,

**2.** while the **insured car** is being driven or is for the purpose of being driven in the charge of any person who:

- does not hold a valid driving licence to drive such a vehicle, or
- is disqualified from driving,

**3.** while the **insured car** is being driven by or is for the purpose of being driven in the charge of any person who is covered under another insurance policy.

**b)** Any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury arising out of any **event**:

**1.** while the **insured car** is being used other than as recorded within the 'Limitations as to use' in the **certificate**,

**2.** while the **insured car** is being used for:

- racing, pacemaking, speed testing, competitions, rallies or trials,
- any purpose in connection with the motor trade other than overhaul, upkeep or repair of the **insured car** for **you**,

**3.** while the **insured car** is being used for any of the following, unless these are specifically recorded as being covered under the 'Limitations as to use' in **your certificate**:

- hire or reward,
- carrying **passengers** for hire or reward,
- carrying goods for hire or reward.

## 3. Earthquake, riot or civil commotion exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury caused by earthquake, riot or civil commotion.

## 4. Radioactive contamination exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, contributed to by or arising from:

**a)** ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

**b)** the radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of any nuclear installation, reactor or other nuclear assembly;

**c)** any weapon, tool or device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force, material or matter;

**d)** any radioactive, toxic, explosive or other dangerous, or hazardous or contaminating properties of any radioactive material or matter.

## 5. War exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is caused by or which is a direct consequence of war, invasion, act of foreign enemy, hostilities or armed conflict (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 6. Terrorism exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury directly or indirectly caused by, contributed to by or arising from:

**a)** An act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress, or in any way relating to an act of terrorism.

**We** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

**b)** Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

For the purposes of this exclusion, **we** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials of any kind.

If **we** claim, by reason of this general exclusion, that any loss, **damage**, cost or expense consequential loss, financial loss, liability or injury of any kind, is not covered by this **policy you** must prove otherwise.

## 7. Cyber risks and electronic risks exclusion

**!** In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.

**!** If **you** have concerns that **you** are susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting **yourself**.

**!** **You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

### 1. Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'general definitions' of this **policy** booklet.

**a)** **Computer(s)** includes but is not limited to, any computerised or electronic:

system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository; microchip; integrated circuit or similar device (in **computer** equipment or non-**computer** equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by **you** or not.

**b)** **Consequential Loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or business activities, regardless of whether or not such loss has occurred due to loss or **damage** to any property, any **computers** or any **data,** whether owned by **you** or not.

**c)** **Damage** or **Damaged** means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.

**d)** **Data** includes but is not limited to (whether used in connection with a business or not):

- **i)** any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and
- **ii)** any **computer** associated input or output.

**e)** **Denial of service attacks** means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of **computer** or electronic networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to:

- **i)** the generation of excess traffic into network addresses;
- **ii)** the exploitation of system or network weaknesses;

iii) the generation of excess or non-genuine traffic between and amongst networks.

**f)** **Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives **data**, whether owned by **you** or not.

**g)** **Liability** means any amount (including all **costs and expenses**) that **you** are held legally liable to pay:

i) for death, bodily injury (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or illness or disease; or

ii) for loss or **damage** to material property or for any type of financial loss (including fines and penalties); or

iii) for defamation, or libel or for any breach of data protection legislation,

to any person, or group of people (whether employed by **you** or not), or to any institution, business organisation, firm, company or club.

**h)** **Malicious or damaging Code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect **computer** programs, **data** files or operations whether involving self-replication or not. A malicious or damaging code can include but is not limited to:

i) **computer** viruses, worms, Trojan horses, malicious **data** files or similar mechanisms; and

ii) any form or variation of phishing; and

iii) internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

### 2. What is not insured?

This **policy** does not provide any cover for any loss**, damage**, cost, expense, **consequential loss** or **liability** in respect of, or to, any **computer** or **data**, whether owned by **you** or not, where such loss**, damage**, cost, expense, **consequential loss** or **liability** is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any of the following:

**a)** the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious or damaging code**;

**b)** **hacking** or **denial of service attacks**;

**c)** temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;

**d)** a deliberate malicious act by or at the direction of:

i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;

ii) **you** or to which **you** have consented;

iii) any person representing **you**, or by a service provider **you** have engaged, or by any of **your family** or **your household**.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

**a)** does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by **you** in connection with **your** personal or business activities;

**b)** does not provide any cover in respect of any cost or expense incurred in:

i) retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any **data**;

ii) re-inputting any **data** on any **computer**;

iii) reinstalling or upgrading any **computer** or **data** software.

**c)** does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

## 8. Injury, damage or loss in the course of employment exclusion

**We** will not pay for any **claim** by any person for injury to them or **damage** or loss to their property arising out of and in the course of their employment by **you**.

## 9. Sonic bangs exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from pressure waves caused by aircraft or other aerial or spatial devices travelling at sonic or supersonic speeds.

## 10. Airside liability exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability, accident or injury caused while any **insured car** is in or on any aerodrome, airport, airfield, military base or similar establishment or location. The areas include but are not limited to:

- any area for the take-off and landing of aircraft or the movement of aircraft on the ground, and
- any form of aircraft parking aprons including associated service roads, refuelling areas, hangars,

maintenance areas, ground equipment and vehicle parking areas, any areas for the loading or unloading of passengers or cargo, and
- any part of any passenger terminal and
- any part or any area of an aerodrome, airport, airfield, military base or similar establishment or location where access is refused, denied or forbidden to members of the public or any part or any area where vehicular access is refused, denied or forbidden to members of the public.

This exclusion does not apply to public roads and public car parking facilities to which the public have access.

## 11. Transportation of hazardous or dangerous substances exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury as a result of hazardous or dangerous substances being transported in the **insured car** or trailer, such as:

**a)** high explosives, dynamite, nitro glycerine, gunpowder or similar combustible articles,

**b)** highly flammable, corrosive, radioactive, toxic, poisonous or infectious substances in solid, liquid or gaseous form, or

**c)** environmentally hazardous articles or contaminants.

other than where these substances are used in connection with **your** business as a Farmer or Agricultural Contractor only, or if **we** have specifically agreed to cover the transportation of these substance and recorded this in **your schedule**.

## 12. Non-standard vehicles exclusion

In addition to any other vehicle restriction or vehicle that is recorded as being excluded in this **policy** booklet, **your schedule** or **your certificate**, **we** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury arising from the use of any:

- public emergency service vehicle,
- military or law enforcement vehicle,
- motor coach or omnibus,
- tram or trolleybus,
- vehicle on rails, or
- contractor plant or equipment.

## 13. Consequential loss exclusion

In the event of loss or **damage** covered by this **policy**, **we** will not pay for any consequential financial loss.

## 14. Date recognition exclusion

**We** will not pay for any **claim,** loss, **damage,** cost, expense, consequential loss, financial loss, liability or injury which arises directly or indirectly from, or is traceable to, the failure or inability of any:

**a)** electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, **computer equipment**, telecommunication or systems or any similar device; or

**b)** media or systems used in connection with any of the foregoing, whether **your** property or not:

**i)** to correctly recognise any date as its true calendar date;

**ii)** to capture, save, retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;

**iii)** to capture, save, retain, or correctly process any data as a result of the operation of any command which has been programmed into any computer software as a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This exclusion will not apply to any subsequent **damage** which may arise from any such failure where the loss or **damage** is otherwise covered under the terms of this **policy**.

## 15. Sanctions exclusion

**We** will not provide cover and will **we** not make any payment or provide any service or benefit to **you** or any other party entitled to **indemnity** under this **policy** to the extent that such cover, payment, service, benefit and/or any business or activity **you** are involved in would violate any applicable trade or economic sanctions, laws, regulations, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or otherwise to sanction laws or regulations to which Irish citizens or businesses are bound or required to comply with.

# 16. Data protection regulations breaches exclusion

**We** will not pay for any **claim**, fines, penalties, punitive damages or exemplary damages which are levied or imposed on **you** under any legal authority for non-compliance with or for a breach of any data protection legislation or the infringement or breach of any person or groups legal or constitutional rights.

# 17. Communicable viruses and diseases exclusion

**!** In line with the following communicable viruses and diseases exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

## 1. What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

**a)** the substance or agent includes, but is not limited to:
- a virus, bacterium, parasite or other organism;
- or any variation or mutation of these,

whether deemed living or not, and

**b)** the method of transmission, whether direct or indirect, includes but is not limited to:
- airborne transmission;
- bodily fluid transmission;
- transmission from or to any surface or object, solid, liquid or gas;
- transmission between organisms, and

**c)** the virus, disease, substance or agent can:
- cause or threaten damage to human health or human welfare; or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lyme Disease, Salmonellosis, brucellosis or any mutation or variation;
- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals, fowl and poultry).

## 2. What is not insured?

Any loss, **damage**, financial loss, cost, expense, liability or claim of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

**a)** any communicable virus or disease, or

**b)** the fear or threat (whether actual or perceived) of a communicable virus or disease, or

**c)** any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or

**d)** the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or attempt to cause another person or persons to contract a communicable virus or disease,

regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, financial loss, cost, expense, liability or **claim**.

# 18. Shortage of utility supplies exclusion

**We** will not pay for any loss, **damage**, liability, **claim**, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to by, or arising out of or in connection with:

**i)** any deliberate or intentional act of a supply undertaking in withholding, cutting off, interrupting, rationing or restricting the supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service, or

**ii)** the inability of a utility supplier to continue to provide or maintain their service or supply of water,

gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service,

due to any shortage or the unavailability or the interruption of, or the fear or threat (whether actual or perceived) of any shortage, unavailability or interruption (whether permanent or temporary or total or partial in nature) of any supplies, materials, fuels, services, machinery, equipment or systems (including but not limited to computer systems) that the utility supplier requires to enable them to operate their business and supply the utility that they manufacture, or produce, or create, or supply, or provide to **you**.

## 19. Excess

An **excess** is the part of a **claim** cost that **you** must pay. **Excesses** apply to certain types of **claims**. The **excesses** that apply to **your policy** are recorded in **your schedule**. In the **event** of a valid **claim** under **your policy**, **we** will, after we have applied all other **policy** terms, conditions, limitations, exclusions and exceptions, reduce any amount that **we** are liable to pay in respect of the **claim** by the amount of the relevant **excess** that is applicable to **your policy.**

If **you** have a private car **policy** a reduced **excess** will apply if **you choose to** use **our** approved repairer network. The reduced **excess** amount will be recorded in **your schedule**.

# COVER SECTIONS

FBD INSURANCE

# Section 1–Third party insurance cover

! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule**, **certificate** and in this **policy** booklet.

## i What is third party insurance cover?

The purpose of this section is to cover **accidental** injury to other people or **accidental damage** to their material property, as a direct result of any **insured driver** driving the **insured car**. It provides protection in case of a road **accident**, which gives rise to **claims** being made against **you** or any **insured driver**.

- Cover for **damage** to someone else's property applies up to €30 million, and
- Cover for **bodily injury** to others is unlimited.

Further details of the cover provided by Section 1–Third party insurance cover, if it is active under **your policy**, are outlined below.

## Cover for you

**We** will pay all amounts **you** or **your** legal personal representatives may legally have to pay for damages and claimant costs for:

1. death or injury to any person, or
2. **damage** to property up to an amount of €30,000,000 inclusive of costs,

resulting from a **claim** or series of **claims** arising from any one **event**, as a result of or in connection with the **insured car** recorded in **your schedule**.

At **your** request, **we** will extend the cover provided by this section to include the legal liability of any **passenger** being carried in or getting into or out of the **insured car**, provided that the **passenger**:

- is not covered under another policy,
- is not driving the **insured car** or in charge of the **insured car** for the purposes of driving, and
- observes the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

## Legal expenses

**We** have the right to instruct, at **our** own expense, a solicitor in respect of any **event** for which cover may be provided under this section for:

1. representation at any coroner's inquest into a death, or
2. defending proceedings brought in any court of summary jurisdiction.

In addition, **we** will pay legal costs up to €2,500, incurred with **our** written consent, to defend **you** in proceedings in respect of:

1. manslaughter, or
2. dangerous driving causing death or serious bodily harm under the Road Traffic Acts,

arising from any personal injuries for which cover may be provided under this section.

## Third party driving of other cars

! The following third party driving of other cars cover extension is not provided on all policies. If it applies to **your policy**, **we** will record this in Section 5 of **your certificate**.

So long as **you** are not entitled to cover under any other policy, the cover provided under Section 1–Third party insurance cover, will also cover **you** (but excluding any other driver) while **you** are driving a **private car** other than the **insured car**, provided:

1. the other car does not belong to **you**.
2. it is not in **your** custody or control by reason of **your** employment or business,
3. is not a hire or rental car,
4. the other car is not hired to **you** under a hire purchase agreement,
5. it is maintained in a roadworthy condition in line with general condition 2 in this **policy** booklet,
6. the loss or damage happens in the Republic of Ireland or Northern Ireland,
7. **you** continue to observe the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

This extension applies to **private cars** built for the purpose of carrying passengers, which are taxed for private use, which can be driven with a category B driving licence, and which are driven with the owner's permission only.

**We** will not provide any cover under this extension for any vehicle that is not a **private car**, including but not limited to:

- any van,
- any car-van,
- any jeep with no seats in the back, or
- any van adapted to carry **passengers**.

## Trailers

The cover provided under Section 1–Third party insurance cover, will extend to include the use of:

1. any trailer while attached to the **insured car**,
2. any detached single axle trailer up to half tonne unladen weight but not including:
    - caravans,
    - mobile homes,
    - trailer tents,
    - boat trailers, or
    - any trailer which incorporates machinery or other equipment.

**We** will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for any liability arising:

- from the use of a trailer or plant forming part of a trailer as a tool, or
- out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law.

## ✗ Additional exclusions to Section 1

**We** will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for:

1. loss or **damage** to property belonging to or held in trust by **you**, or in **your** custody or control, or belonging to, held in trust by, or in the custody or control of any **passenger** or **insured driver** of the **insured car** or being carried in the **insured car**, or
2. death or bodily injury to any person driving the **insured car** or in charge of the **insured car** for the purpose of driving.

# Section 2–Loss or damage to the insured car

! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule**, **certificate** and in this **policy** booklet.

## i What is cover for loss or damage to the insured car?

The purpose of this section is to cover **damage** caused to the **insured car**, as a direct result of an insured risk.

Unless **we** have specifically recorded otherwise under **your policy** wording:

- If **you** purchase 'Comprehensive' cover, the risks insured under this section will include **accidental damage**, as well as fire, self-ignition, theft and attempted theft.
- If **you** purchase 'Third party, fire and theft' cover, the risks insured under this section will be limited to fire, self-ignition, theft and attempted theft only.

Further details of the cover provided by Section 2–Loss or **damage** to the **insured car**, if it is active under **your policy**, are outlined below.

## Cover provided

**We** will pay for **accidental** loss of or **damage** to the **insured car**. At **our** option, **we** may repair, reinstate or replace the **insured car** or any part of it or its accessories or spare parts, or alternatively pay a cash amount for the loss or **damage**.

## Repairing your car

In the case of repair, **we** will offer to make arrangements for **your** car through FBD's network of recommended repairers.

Alternatively, if **you** would prefer not to use **our** recommended repairer, **we** will cover repairs up to the equivalent cost of using **our** recommended repairer, as determined by **our** motor assessor.

If any insured part or accessory of the **insured car** is no longer available or cannot be obtained from the maker, **we** will pay the cost of the part or accessory as set out in the maker's last published price list, plus the current labour charge for its fitting.

## Transport costs

If the **insured car** cannot be driven due to any loss or **damage** covered under this **policy**, **we** will pay the reasonable cost of:

**a)** protecting and removing the car to the nearest repairer, and

**b)** delivering it to **your** address in Ireland following the repairs.

## How total loss claims will be settled

The maximum **we** will pay in the **event** of:

**a)** a total loss where the **insured car** is **damaged** beyond repair or is deemed by **us** to be uneconomical to repair, or

**b)** the **insured car** being stolen and not recovered,

is the **market value** of such a car immediately prior to the loss or **damage,** less any residual salvage value.

**We** will be entitled to take possession of and dispose of the **insured car**, at any time during the course of a **claim**.

## New car replacement

**We** will, at **your** request, replace the **insured car** with a new car of the same make and model, if:

**1.** within 12 months of registration as new in **your** name, and

**2.** having an odometer reading of less than 50,000 kilometres,

the **insured car**:

**1.** in **our** assessment sustains **damage** greater than 60% of the manufacturer's list price at the time of **damage**, or

**2.** is stolen and not recovered within four weeks from the date of theft.

If **you** have provided **us** with an estimated value, it must meet the **insured car's** listed value as new, for New car replacement cover to apply.

This provision is subject to the consent of any other party who has an interest in the **insured car**.

**We** will be entitled to take possession of and dispose of the **insured car** if either **you** or any other interested party avails of this cover.

If it is not possible to provide a new car replacement of the same make and model, **we** will only pay the cost of such car as set out in the maker's last published price list, less any discounts that may have been applicable at the time of purchase.

## Windscreen and window glass

**!** This benefit will only apply to **your policy** if **you** have purchased comprehensive car insurance protection, or **you** have purchased windscreen and window glass cover as an optional extra and it is recorded in **your schedule**.

**We** will pay the cost of replacing or repairing any **accidental** breakage, cracking or chipping of glass in the windscreen or windows of the **insured car**:

- without **you** having to pay a **policy excess**, and
- without any impact to **your** no **claim** discount.

In the **event** of a windscreen or window **claim you** will need to call **us** on 0818 953 953 for details of **our** approved supplier. If **you** do not use the approved supplier **we** recommend to **you**, **we** will only pay up to:

a) €223 per **claim**, where the windscreen or window glass cannot be repaired and needs to be replaced, or

b) €30 in total to repair a chipped or cracked windscreen or window glass, regardless of the number of chips or cracks which need to be repaired.

## Damage to your car by an uninsured vehicle

If **you** have a valid **accidental damage claim** involving another identified vehicle where:

**a)** the **insured driver** of **your** car is not at fault, and

**b)** the other vehicle is not insured,

the **damage** to the **insured car** will be covered under this **policy** and **your** no **claim** discount will not be affected.

**You** must:

1. report the **accident** to An Garda Síochána within 24 hours of the **event**,
2. provide details of the uninsured vehicle including registration number,
3. pay any **excess**, and
4. notify the Motor Insurers' Bureau of Ireland about the **claim**.

## Hire purchase, leasing or finance agreements

If to **our** knowledge the **insured car** is the subject of a hire, lease or finance agreement (including hire purchase), any payment will be made to the owner described in the agreement, after which **we** will have no further liability for the loss or **damage**.

## Comprehensive cover for a car which is temporarily borrowed

**!** The following cover extension is not provided on all policies. If it applies to **your policy**, **we** will record this in Section 5 of **your certificate**.

So long as **you** are not entitled to cover under any other policy, the cover provided under Section 2 – Loss or damage to the insured car, will also cover **you** (but excluding any other driver) while **you** are driving a **private car** that you have temporarily borrowed, provided:

1. **your policy schedule** shows the insurance provided to **you** is comprehensive,
2. the other car does not belong to **you, your** husband, wife or partner**,**
3. the other car is not in **your** custody or control by reason of **your** employment or business,
4. the other car is not a hire or rental car,
5. the other car is not hired to **you** under a hire purchase agreement,
6. **you** have the owner's permission to drive the other car,
7. you still own and insure **your car** under this policy and **your car** has not been damaged beyond economic repair (category A or B write- off) or your **insured car** is not inactive or immobilised for an extended period of time,
8. the loss or damage happens in the Republic of Ireland or Northern Ireland,

9. the other car is being used within the limitations as to use shown in **your** current Certificate of Insurance under this **policy**.
10. the other car is not modified beyond the manufacturer's standard specification,
11. the other car is registered in the Republic of Ireland and taxed privately.
12. **you** continue to observe the terms, exclusions, conditions, and **endorsements** of **your policy** in so far as they can apply.

The maximum amount **we** will pay under this cover shall not exceed €75, 000 or the market value of the vehicle at the time of the loss, whichever is less.

This extension applies to **private cars** built for the purpose of carrying passengers, which are taxed for private use, which can be driven with a category B driving licence.

**We** will not provide any cover under this extension for any vehicle that is not a **private car**, including but not limited to:

- any van,
- any car-van,
- any jeep with no seats in the back, or
- any van adapted to carry **passengers**.
- any vehicle used for hire or reward such as a taxi or a hackney car or
- camper vans.

## Car hire expenses

! This benefit will only apply to **your policy** if **you** have purchased comprehensive car insurance protection.

**We** will pay the necessary and reasonable cost of **you** having to hire a car, if these costs arise as a direct result of a valid **claim** for loss or **damage** to the **insured car**, covered under Section 2–Loss or damage to the insured car. **We** will pay up to €40 per day but no more than €300 for any one **claim.**

- On **private car** policies we will provide cover up to 25 days for any one **claim** if **you** choose **our** approved repairer network.

## Replacement locks

**We** will pay **you** up to a maximum of €750 to replace the locks and alarm on the **insured car** if the key or keyless entry device for the car is stolen by forcible and violent entry to or exit from:

1. **your** usual residence or any other private residence at which **you** are spending the night, or
2. any hotel room or guesthouse room at which **you** are spending the night.

**We** will not pay:

1. if **your** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**, or
2. for any loss if **you** do not report the theft of keys within 24 hours on discovery to An Garda Síochána and in the case of a hotel or guesthouse, to the proprietors.

## Personal property

**We** will pay **you**, or at **your** request the owner of the property, for loss or **damage** to personal property while in the **insured car**, by fire, theft or attempted theft or by **accidental** means, provided that:

1. the maximum amount **we** will pay is up to €400, and
2. payment to any person other than **you** will be paid direct to that person under the same terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply. **Our** obligations under this section will be fulfilled once payment is made.

**We** will not pay for:

1. loss or **damage** to goods or samples carried in connection with any trade or business, or
2. loss of cash or fraudulent use of credit cards or cheques.

## Fire brigade charges

Provided **you** have a valid **claim** under this section, **we** will pay any associated fire brigade attendance charges connected with the insured **event**. The most **we** will pay is up to €2,000.

## ✗ Additional exclusions to Section 2

**We** will not pay for:

1. loss of use, depreciation, wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages,
2. **damage** to tyres by braking, punctures, cuts or bursts,
3. **damage** to the **insured car**, its accessories and spare parts caused by goods carried in the car,

4. **damage** to the **insured car** if at the time of the **accident** causing the loss the **insured driver** has a breath, blood or urine alcohol or drug level above the legal limit in the Road Traffic Acts,
5. more than €223 per **claim** for repair or replacement of windscreen or window glass in the **insured car**, unless **you** use the approved supplier **we** recommend to **you**,
6. the cost of importing parts or accessories from outside the EU or any extra cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives,
7. loss of or **damage** to any trailer unless **you** have declared it to **us**, **we** have agreed to cover it and recorded this in **your schedule**,
8. loss of or **damage** to any modifications on, in or to the **insured car**, unless they form part of the standard vehicle specification and were factory fitted prior to first registration, or **we** have otherwise agreed to include them,
9. the **excess** amount recorded in **your schedule**.

# Section 3–Personal accident

! The benefit outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule**, **certificate** and in this **policy** booklet.

## i What is personal accident cover?

The purpose of this section is to provide protection in the form of fixed monetary benefits, in case **you** have an **accident** in connection with the **insured car** or while travelling in someone else's **private car**, and suffer specific injuries or death.

Further details of the cover provided by Section 3– Personal accident, if it is insured under **your policy**, are outlined below.

**We** will pay **you** or **your** legal personal representatives in line with the table below, if **you** are injured by violent, external and visible means as a result of an **accident**:

1. directly in connection with the **insured car**, or
2. while getting into or out of or travelling in any **private car** not owned by **you**,

and within three months after the date of the **accident** it results in:

| | | |
|---|---|---|
| a. | death | €5,000 |
| b. | total and permanent loss of sight in one or both eyes | €2,500 |
| c. | loss of one or more limbs, or permanent loss of use of one or more limbs at or above the wrist or ankle | €2,500 |
| d. | Total and permanent loss of sight in one eye in addition to loss of a limb in line with item c. above | €2,500 |

## ✗ Additional exclusions to Section 3

**We** will not pay:

1. for any injury resulting from suicide or attempted suicide,
2. for more than one benefit under table items a. to d. above, arising from the same **event**,
3. any amount over €5,000 in the same **period of insurance**,
4. this benefit on more than one motor policy held with **us,**
5. under this section for a **claim** arising while **you** are driving unless **you** hold a licence to drive a car or having held such a licence are not disqualified from holding that licence.

# Section 4–Medical expenses

! The benefit outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule**, **certificate** and in this **policy** booklet.

**We** will pay **you** medical expenses up to €1,000 each, for bodily injury suffered in direct connection with the **insured car** by:

1. **you**,
2. an **insured driver**, or
3. any person in the **insured car**,

arising from violent, **accidental**, external and visible means.

# Endorsements

! The following **endorsements** will apply where the corresponding **endorsement** number is recorded in **your schedule**. All **endorsements** are subject to the terms, exclusions, limitations and conditions of **your policy**.

! An **endorsement** will relate solely to the car registration number and/or the person's name recorded next to the **endorsement** number in **your schedule**, unless otherwise stated in the **endorsement** wording.

## 1. Accidental damage excess

**We** will not pay the first amount, recorded next to this **endorsement** number in **your schedule**, for a **claim** for loss or **damage** to the **insured car**. No **excess** will apply for a **claim**:

1. due to fire, self-ignition, lightning, explosion, theft or attempted theft, or
2. under Section 2–Loss or damage to the insured car–Windscreen and window glass cover.

## 2. Excess

**We** will not pay the first amount, recorded next to this **endorsement** number in **your schedule**, for any **claim** covered by this **policy**.

No **excess** will apply for a **claim**:

1. due to fire, self-ignition, lightning, explosion, theft or attempted theft, or
2. under Section 2–Loss or damage to the insured car–Windscreen and window glass cover.

## 3. Third party insurance cover

**Your policy** will only provide cover for liability to third parties as specified under Section 1–Third party insurance cover of the **policy** and no other cover will apply.

## 4. Third party, fire and theft

The cover provided under Section 2 of **your policy** is limited to:

- **claims** arising from fire, self-ignition, lightning, explosion, theft or attempted theft,
- transport costs, new car replacement, damage to your car by an uninsured vehicle, replacement locks, personal property and fire brigade charges.

**Your** no **claim** discount will not be reduced by a **claim** for fire, self-ignition, lightning, explosion, theft or attempted theft.

## 5. Suspension of entire policy

All cover under this **policy** is suspended.

## 6. Suspension of third party insurance cover only

All **policy** cover provided under Section 1–Third party insurance cover is suspended.

## 8. Excluding a named person from driving

No cover will operate while the **insured car**:

1. is being driven by, or
2. is for the purpose of being driven by, or
3. in the charge of,

any person named next to this **endorsement** number in **your schedule**.

## 9. Named person(s) only driving

Cover is provided solely while the **insured car** is being driven by the person or persons named next to this **endorsement** number in **your schedule**.

## 10. Including drivers under 25 and over 71 years of age

Cover will also be provided to the person named next to this **endorsement** number in **your schedule**.

## 13. Insured only driving

**We** will provide cover solely while the **insured car** is being driven by **you** or is in **your** charge for the purpose of being driven by **you**.

## 14. Interest of owner

**We** will also provide cover under Section 2–Loss or damage to the insured car, to the owner named next to this **endorsement** number in **your schedule**.

## 16. Indemnity to employer

**We** will extend Section 1–Third party insurance cover, to provide cover to the **insured driver's** employer, recorded next to this **endorsement** number in **your schedule**, if an **accident** occurs while the **insured car** is being used by the **insured driver** on their employer's business, provided:

1. the **insured car** does not belong to or is not provided by the employer,
2. the employer is not entitled to cover under another policy, and
3. the employer observes, fulfils and complies with the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they apply.

## 17. Alteration of benefits

**We** will not provide any cover under **your policy** to drive other cars. This means that 'Third party driving of other cars' is excluded under Section 1–Third party insurance cover and 'Comprehensive cover for a car which is temporarily borrowed' is excluded under Section 2 – Loss or damage to the insured car.

In addition, **we** will not provide any cover under:

- Section 3–Personal accident, or
- Section 4–Medical expenses,

and these sections are excluded from **your policy** in full.

## 19. Open driving for full licence holders between the ages of 25 and 71

The drivers whose driving is covered under this **policy** are:

1. **you**,
2. any person, between the ages of 25 and 71 who is driving with **your** permission, provided that person holds or has held a full licence to drive the **insured car**, and
3. any other person recorded in **your certificate** and **schedule** as being insured to drive,

provided the driver:

1. holds a licence to drive the **insured car** or having held such a licence is not disqualified from holding that licence,
2. does not have cover under any other policy,
3. is not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**, and
4. observes the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

## 22. Specified attached and detached trailer cover

The cover provided by **your policy** will include the trailers as recorded in **your schedule**. For the purposes of **your policy** the trailer and any plant forming part of or permanently attached to the trailer will together be deemed to form a trailer.

But no cover will apply for:

1. liability arising from the use of the trailer or plant forming part of the trailer as a tool except as is necessary to meet the requirements of the Road Traffic Acts,
2. liability arising out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law, or
3. loss or **damage** to any goods, contents or load being carried in or on the trailer.

## 26. Liability to third parties arising from a detached trailer

The cover provided under Section 1–Third party insurance cover of **your policy** will, subject to its terms and limitations, apply to any trailer recorded next to this **endorsement** number in **your schedule**, while detached from and not being towed by any vehicle.

## 36. Windscreen and window glass

**We** will pay the cost of **damage** to windscreens or windows of the **insured car**, in line with the 'Windscreen

and window glass' benefit under Section 2–Loss or damage to the insured car. Cover will apply subject to the terms, exclusions, conditions and cover limits recorded in **your schedule**, **certificate**, **policy** booklet and any applicable **endorsements**.

## 50. Excluding learner permit or provisional licence holders

**We** will not provide cover under **your** policy while the **insured car** is being driven by any person who is the holder of a learner permit or provisional licence.

## 51. Including named learner permit or provisional licence holders

**We** will not provide cover under **your policy** while the **insured car** is being driven by any person who is the holder of a learner permit or provisional licence, other than a person named in **your schedule** next to this **endorsement** number.

## 54. Excluding cover to drive other cars

**We** will not provide cover to drive other cars and 'Third party driving of other cars' cover under Section 1–Third party insurance cover and 'Comprehensive cover for a car which is temporarily borrowed' under Section 2 - Loss or damage to the insured car of **your policy**, has been deleted.

## 71. No claim discount protection cover

**You** can make a **claim** without it affecting **your** no **claim** discount. If **your** no **claim** discount is:

- 50% it remains at 50%
- 45% it remains at 45%
- 40% it remains at 40%
- 30% it remains at 30%
- 20% it remains at 20%.

! **Your** no **claim** discount and **our** no **claim** discount protection benefits, will only apply to the level of discount granted under **your** no **claim** discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

## 72. Car breakdown assistance

The service provided under car breakdown assistance is a 24 hour emergency assistance service provided by MAPFRE ASSISTANCE Agency Ireland (MAPFRE) in the **event** of car breakdown.

**You must contact the Freephone car breakdown assistance line to activate this service. MAPFRE will not cover any costs you incur prior to calling them on 1800 323 888 or from Northern Ireland, England, Scotland or Wales on 00 353 91 560 622. The assistance supplied will be at the choice of the assistance provider based on the options available to them at the time of the request. This is because all options are not always available at the time of a breakdown.**

MAPFRE will provide assistance for breakdown of the **insured car** caused by an **accident**, mechanical breakdown, fire, theft, attempted theft, malicious **damage**, punctures that need help to fix or to replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the **insured car**, occurring during the **period of insurance**.

Cover applies in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands and MAPFRE will provide the following benefits:

### Roadside and doorstep assist

MAPFRE will provide one hour's free labour either at the roadside, **your** home or place of work if the **insured car** can be repaired where it is. **You** or an **insured driver** must be with the **insured car** when the repairer arrives to avail of the benefits under this cover.

### Towing

If the **insured car** has broken down at home or away from home and cannot be repaired where it is, MAPFRE will pay the cost of towing the **insured car** to the nearest garage capable of repairing the car or **your** own garage, whichever is closer.

### Completion of your journey within Ireland

If repairs cannot be carried out at the roadside and **you** are more than 30 kilometres from **your** home, at the choice of the assistance provider MAPFRE will arrange and pay for one of the following:

**a)** Onward public transport of **you** or an **insured driver** and **passengers** home or to an intended destination, or

**b)** A replacement car for up to 48 hours and public transport back to collect the **insured car** when repaired, or

**c)** Overnight accommodation for one night only, while repairs to the **insured car** are being carried out subject to a maximum value of €35 per person and €175 in total.

### Theft of your car within Ireland

MAPFRE will provide an emergency replacement car in the **event** that the **insured car** is stolen and not recovered within 24 hours and the theft has been reported to both MAPFRE and An Garda Síochána. The car will be provided for:

- up to 5 days, or
- until the **insured car** is recovered,

whichever is sooner.

MAPFRE will not:

Supply an emergency replacement car if a courtesy car has already been arranged under any other provision in **your policy**.

### Completion of your journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, MAPFRE will provide a replacement car for up to 48 hours. The most MAPFRE will pay for this is £100 (sterling).

If the **insured car** cannot be repaired before departure date, MAPFRE will pay for the **insured car** to be towed to the port **you** are leaving from. The most MAPFRE will pay for this is £250 (sterling).

### Message relay

MAPFRE will pass on two urgent messages for **you**.

### ! Conditions limiting responsibility

MAPFRE will not be responsible to provide **you** with the services outlined under this cover if they are unable to do so as a result of:

1. The commercial conditions imposed by car hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire car to a pick up point,
2. Any government control restrictions or prohibitions or any other act or omission of any government agency or local authority; or default of any supplier, agent or other person; or labour disputes or difficulties,
3. Any other event beyond MAPFRE's reasonable control.

If MAPFRE have to make a forced entry to the **insured car** because **you** are locked out, **you** must sign a declaration saying that **you** will be responsible for the **damage**.

This assistance service will not apply where the **insured car** is modified for, or is taking part in, racing, trials or rallying.

### ✗ Exclusions to car breakdown assistance

MAPFRE will not pay a **claim**:

1. for any liability or consequential loss arising from using the assistance services,
2. for expenses which can be recovered elsewhere,
3. arising where the **insured car** is carrying more **passengers** or towing a greater weight than that for which it was designed as outlined in the manufacturer's specifications,
4. arising as a direct result of the unreasonable driving of the **insured car** on unsuitable ground,
5. for any **accident** or breakdown brought about by an avoidable, wilful and / or deliberate act carried out by **you** or the **insured driver**,
6. for the cost of repairing the **insured car** other than as outlined in the benefit Roadside and doorstep assist,
7. for the cost of any parts, keys, lubricants, fluids or fuel required to allow the **insured car** drive again,
8. caused by fuels, mineral essences or other flammable materials, explosives or poisonous substances carried in the **insured car**, and
9. MAPFRE may refuse assistance where an **insured driver** is clearly intoxicated.

## 81. No claim discount protector plus

**Your** no **claim** discount will not be affected if **you** make a **claim** for:

- Fire and theft cover,
- Section 2–Damage to your car by an uninsured vehicle,
- Section 2–Windscreen and window glass, or
- The Car breakdown assistance benefit.

Any other **claim** including liability to third parties and **damage** to the **insured car**, will mean **your** no **claim** discount is impacted in line with **our** 'No claim discount protector plus' rules:

1. **You** can make a single unlimited **claim**, without impact to **your** no **claim** discount, so long as **your policy** has been:

   **a)** in force with **us** for at least three consecutive full years, and

**b)** **claims** free for this period (excluding **claims** for fire, theft, Section 2–Damage to your car by an uninsured vehicle, Section 2–Windscreen and window glass, or the Car breakdown assistance benefit).

**2.** If **you** make a further **claim** (excluding **claims** for fire, theft, Section 2–Damage to your car by an uninsured vehicle, Section 2–Windscreen and window glass, or the Car breakdown assistance benefit), **you** will not lose all of **your** current no **claim** discount. Instead, **your** no **claim** discount will be stepped back as follows:

- 50% will step back to 30%
- 45% will step back to 30%
- 40% will step back to 30%
- 30% will step back to 20%
- 20% will step back to 0%.

**!** **Your** no **claim** discount and **our** no **claim** discount protection benefits, will only apply to the level of discount granted under **your** no **claim** discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

## 84. Driver accident cover

**We** will pay one of the following benefits if **you** or any **insured driver** is **accidently** injured as a result of an **accident** while driving the **insured car** which, within three months after the date of the **accident**, results in:

| | | |
|---|---|---|
| **a.** | death | €20,000 |
| **b.** | total and permanent loss of sight in one or both eyes | €10,000 |
| **c.** | loss of one or more limbs, or permanent loss of use of one or more limbs at or above the wrist or ankle | €10,000 |
| **d.** | hospital expenses incurred after an **accident**, for which there is a **claim** under **your policy** | up to €350 a week |
| **e.** | medical and physiotherapy expenses | up to €1,000 |

**We** will not pay for:

**1.** any injury resulting from suicide or attempted suicide,
**2.** anyone who is driving under the influence of alcohol or drugs at the time of the **accident**,
**3.** any hospital benefit for the first three days of hospitalisation,
**4.** any medical or physiotherapy expenses covered under other insurances,
**5.** any **claim** of more than one benefit for the same bodily injury, or
**6.** any injuries caused by motor **accidents** which have not been reported to An Garda Síochána or other relevant policing authority.

## 85. No claim discount protector extra

**Your** no **claim** discount will not be affected if **you** make a **claim** for:

- Fire and theft cover,
- Section 2–Damage to your car by an uninsured vehicle,
- Section 2–Windscreen and window glass, or
- The Car breakdown assistance benefit.

Any other **claim** including liability to third parties and **damage** to the **insured car**, will mean **your** no **claim** discount is impacted in line with **our** 'No claim discount protector extra' rules:

**1.** The level of no **claim** discount granted under **your policy** will not be reduced as a result of a single **claim** within a two year **period of insurance** (24 months).

**2.** If **you** have a second **claim** in this period, **your** no **claim** discount will be reduced as follows:

- 50% back to 40%
- 45% back to 40%
- 40% back to 40%.

**3.** If **you** have a third **claim** in this period, **your** no **claim** discount will reduce to zero.

**!** **Your** no **claim** discount and **our** no **claim** discount protection benefits, will only apply to the level of discount granted under **your** no **claim** discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

## 86. Step-back no claim discount protection

**Your** no **claim** discount will not be affected if **you** make a **claim** for:

- Fire and theft cover,
- Section 2–Damage to your car by an uninsured vehicle,
- Section 2–Windscreen and window glass, or
- The Car breakdown assistance benefit.

Any other **claim** including liability to third parties and **damage** to the **insured car**, will mean **your** no **claim** discount is impacted in line with **our** 'Step-back no claim discount protection' rules:

1. A single **claim** under **your policy** in the **period of insurance** will result in **your** no **claim** discount being reduced as follows:

   - 50% will step back to 30%
   - 45% will step back to 30%
   - 40% will step back to 30%
   - 30% will step back to 20%
   - 20% will step back to 0%.

2. If **you** have more than one **claim** in the **same period of insurance**, **your** no **claim** discount will reduce to zero.

! **Your** no **claim** discount and **our** no **claim** discount protection benefits, will only apply to the level of discount granted under **your** no **claim** discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

## 87. Named driver cover restriction

The cover provided under **your policy** is reduced as recorded in **your schedule**, for any person named next to this **endorsement** number in **your schedule**.

# Changes to this policy booklet

! A summary of key changes recently included in this policy booklet is set out below. For full terms and conditions, always read your policy booklet, together with your schedule, certificate and any applicable endorsements.

## December 2024

| | |
|---|---|
| **General definitions** | We have updated one of our general definition ● Excess, to highlight that a reduced excess will apply for private car customers who choose to use out approved repairer network in the event of a claim. |
| **Key Information** | Under the Territorial limits heading within the Key information section of the policy, we have reiterated that if you have cover for the Driving of other cars (either third party driving of other cars or Comprehensive cover for a car which is temporarily borrowed), that this cover will only apply while you are driving in Ireland or Northern Ireland.<br><br>Under the Policy limits heading within the Key information section of the policy, we have updated our 'car hire expenses' when you use our approved repairer network.<br><br>Under the Excess heading within the Key information section of the policy, we have updated this wording in line with the General definition of Excess noted above. |
| **General exclusions of your policy** | We have updated general exclusion 19. Excess in this section in line with the General definition of Excess noted above. |
| **Section 1 – Third party insurance cover** | If 'Section 1–Third party insurance cover' is active under your policy, we have noted that this cover will only apply while you are driving in Ireland or Northern Ireland. |
| **Section 2 – Loss or damage to the insured car** | If 'Section 2–Loss or damage to the insured car' is active under your policy, we have introduced a 'new' cover extension called: 'Comprehensive cover for a car which is temporarily borrowed'.<br><br>As long as you are not entitled to cover under any other policy, the cover provided under Section 2 – Loss or damage to the insured car, will also cover you (but excluding any other driver) while you are driving a private car that you have temporarily borrowed, subject to a number of conditions, all of which are outlined in 'Section 2 – Loss or damage to the insured car' under the heading 'Comprehensive cover for a car which is temporarily borrowed'<br><br>This cover extension is NOT provided on all policies. This benefit will only apply to you, if your policy schedule shows the insurance provided to you is Comprehensive and we have recorded this cover extension in Section 5 of your certificate.<br><br>Please take time to read all the conditions of this cover extension carefully. |
| **Section 2 – Loss or damage to the insured car** | If 'Section 2–Loss or damage to the insured car' is active under your policy and you have purchased Comprehensive cover , we have updated the 'Car hire expenses' wording to note that on private car policies we will provide cover up to 25 days for any one claim, if, you choose our approved repairer network. |

# Changes to this policy booklet

P2 PD 2024 12 V1.0

SUPPORT.
IT'S WHAT WE DO.

FBD
INSURANCE