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ARRANGED BY

ORNELLA
UNDERWRITING LIMITED

EVOLVE CAR INSURANCE

Policy Document

UNDERWRITTEN BY

ACCELERANT

Issue 2024 01 PE

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Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economíca y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

ARAG Insurance Company Limited is an Irish branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised by the Federal Financial Supervisory Authority, BaFin in Germany and is regulated by the Central Bank of Ireland for conduct of business rules. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Accelerant Insurance Europe SA
Bastion Tower
Place du Champ de Mars 5
1050 Brussels
Belgium

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.



Mawdy
22 – 26
Prospect Hill
Galway
Ireland

Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economíca y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number 903874.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



ARAG Insurance Company Limited
1 Hatch Street Upper
Dublin 2
D02 PY28

ARAG Insurance Company Limited is an Irish branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised by the Federal Financial Supervisory Authority, BaFin in Germany and is regulated by the Central Bank of Ireland for conduct of business rules. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY

ORNELLA
UNDERWRITING LIMITED

Ornella
The Bushels
Cornmarket
Co. Wexford
Telephone: 053 91 80323
Email: info@ornellaunderwriting.ie
www.ornellaunderwriting.ie

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

The Underwriters of each Section of this Motor Policy are:

Section(s)	Underwriter	Address	Authorisation
Sections 1 to 9	Accelerant Insurance Europe SA	Bastion Tower Place Du Champ de Mars 5 1050 Brussels Belgium	Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.
Section 10: Breakdown Assistance	Mawdy	22 – 26 Prospect Hill, Galway, Ireland	Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration number 903874.
Section 11: Motor Legal Expenses	ARAG Legal Protection Limited on behalf of ARAG Insurance Company Limited	1 Hatch Street Upper, Dublin 2, D02 PY28	ARAG Insurance Company Limited is an Irish branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised by the Federal Financial Supervisory Authority, BaFin in Germany and is regulated by the Central Bank of Ireland for conduct of business rules. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

Please note that a different Underwriter may be liable for cover depending on the nature of the accident giving rise to Your claim. Your Policy and any claims under section 1 to 9 will be administered entirely by Ornella Underwriting Limited. Any claims under Section 10 or Section 11 will be administered by the relevant Underwriter or their representative.

Ornella Underwriting Limited

Evolve Car Policy document

Welcome to Ornella

Thank You for choosing to insure with Ornella Underwriting Limited, on behalf of the Underwriters. This Motor Policy, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between the Insurer and You.

Our Evolve Car Policies let You choose the level of cover that suits You best. Your Schedule provides for what parts of the Motor Policy apply to You. Please read your Motor Policy, Schedule, Certificate of Motor Insurance and any endorsements carefully to ensure Your cover meets Your requirements and the details are correct. These are legal documents, please keep them in a safe place.

You must answer all of the questions honestly and with reasonable care. We rely on the information You give us when deciding to insure you and when setting the terms and premium. Where We ask You to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both.

This Motor Policy is governed by the Laws of the Republic of Ireland and is subject to the exclusive jurisdiction of the Irish Courts unless otherwise agreed or otherwise specified in this document. We have or will pay the stamp duty required to the Revenue Commissioners under section 5 of the Stamp Duties Consolidation Act, 1999.

Following Your payment of the premium, We have agreed to insure You for the Period of Insurance shown in Your Schedule, subject to the terms, conditions and exclusions in this Motor Policy. These include any Endorsements (changes or additions) that We may make to Your Motor Policy, the Certificate of Motor Insurance, or the Schedule. This Motor Policy applies only to the Territorial Limits described within Section B – Definitions unless otherwise agreed.

If You ever need to make a claim, please call Us on:

Republic of Ireland:	**053 91 80395**
Outside Republic of Ireland:	**+353 (0)53 91 80395**
Email:	**accelerant.claims@ornellaunderwriting.ie**



Brian Hughes
Ornella Underwriting Limited

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A: Important Information

1. Disclosure of information

The contract of motor insurance is made up of the following which should be read in conjunction with each other

- This Motor Policy and Your Schedule, which form one document,
- the Certificate of Motor Insurance.

It is vital that You take reasonable care to provide complete and accurate answers to the questions We ask when You take out, or renew, Your Motor Policy.

We have issued this Motor Policy to You on the understanding that the information given by You in response to our questions and any related document is true and complete and that We have been given all information as required by those questions. Where You provide information verbally, we will record this in writing and send you a copy.

You must answer all of the questions honestly and with reasonable care. We rely on the information You give us when deciding to insure you and when setting the terms and premium. Where We ask You to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both. If any of the answers to the questions are not true and complete, We may be entitled to declare the Motor Policy void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

(a) If, being aware of the full facts, We would not have entered the contract on any terms, this Motor Policy will be treated as void from the start of the cover, and we will refuse all claims, but return your premium;

(b) If, being aware of the full facts, We would have entered the contract on different terms, this Motor Policy will be treated as if it had been entered into on those different terms;

(c) If, being aware of the full facts, We would have charged a higher premium for the contract, We can reduce your claim proportionately.

If Your answers to our questions are false or misleading, in any material respect, and You know that they are false or misleading or consciously disregard if they are false or misleading (a "fraudulent misrepresentation") or any of Your conduct involved fraud, this Motor Policy will be treated as void from the start. If this happens, You will no longer be covered, We will not pay any claim and We will not return any payments.

Where You are unsure of the information that is required, please let Us know.

2. Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see **www.accelerant.ai** or **www.ornellaunderwriting.ie**, or contact us using the details in Section 11 below.

In this Data Protection Notice:

Insurer refers to Accelerant Insurance Europe SA; its address is at: Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Intermediary refers to Ornella Underwriting Limited, who arrange and administer insurance and handle claims.

We / us / our refer to Insurer and Intermediary together.

You / your means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

Your data means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

Please read the following carefully to understand our use of your data.

Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.

1. What Personal Data may we collect about you?

The types of data that are processed may include:

Category	Types of Data Collected
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti- fraud databases related to you.

Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

2. The Purposes of, and Legal Basis for, Processing Your Data

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);

b) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are deciding whether to provide us with reinsurance cover, assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by your interests and rights; and

c) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time. Please see section 11 below.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

3. Criminal Convictions

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handing. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

4. Special Categories of Personal Data

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

5. Who We Share Your Information with

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us, your Intermediary and other insurers, either directly or via those acting for the Insurer;
- regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;
- legal, financial, medical and other professional advisors; and
- the Insurer's reinsurers and reinsurance brokers. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Please see **www.accelerant.ai** for more detailed information on processing by the Insurer's reinsurers and other parts of the Insurer's group.

6. Transfer of Personal Data outside the EEA

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US).Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

• **Model Clauses:** standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU data-protection law. A copy of our Model Clauses are available on request by using the contact details listed in Section 11 below; and

• **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

7. How Long we Keep Your Data

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it. Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of

the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

8. Automated Decision Making

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. Where we base a decision on solely automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

9. Your Data Rights

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- require correction of your data if it is inaccurate or incomplete;
- require deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;
- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to require information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant affects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights please contact us using the details in Section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

10. Consequences of Failure to Provide Information

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an

insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11 below.

11. Further Information

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

Insurer	Intermediary
Accelerant Insurance Europe SA Group Data Protection Officer Accelerant Insurance Europe SA Bastion Tower Place du Champs de Mars 5 1050 Brussels Belgium Tel: +32 476 96 26 34 Email: DPO@accelins.com	**Ornella Underwriting Limited** Data Protection Officer Ornella Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 91 80300 E-mail: customerservices@ornellaunderwriting.ie

12. Your Right to Complain to the ODPC

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of The Data Protection Commission. Please see the below contact details:

Data Protection Commission
Canal House
Station Road
Portarlington County Laois R32 AP23

Phone: +353 (0)1 765 0100.
E-Mail: info@dataprotection.ie
Website: www.dataprotection.ie

13. Important Information about This Data Protection Notice

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.

3. Your right to a cooling-off period

If, after reading this Motor Policy, You are not satisfied with it for any reason, You may cancel this Motor Policy (as set out in General Condition 3) by giving Us notice in writing within 20 days after the date when You are informed that this Motor Policy has been concluded and, by returning, the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

4. Insurance Act 1936

In accordance with Section 93 of the Insurance Act 1936, all monies that is paid or will be paid to You under this Motor Policy will be paid in the Republic of Ireland.

5. Currency

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

6. Using Your Car abroad

Except for the Sections shown below, this Motor Policy applies while You use Your Irish-registered car in Europe. Europe includes all EU member states and some others participating in the 'Green Card' system. If You need one, We will issue a Green Card free of charge provided You give Us 7 days' notice of Your travel plans.

The following covers do not apply outside the Republic of Ireland unless Your Schedule provides that they do:

Section 1, Sub-Section B – Driving other Cars
Section 2 – Loss of or Damage to Your Car
Section 10 – Breakdown Assistance.

7. Vehicles registered outside the Republic of Ireland

If We agree to insure a Car that is registered outside the Republic of Ireland, it is subject to the requirement that You will re-register it here before We will have any liability under this Motor Policy. We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Car while You are using it outside the Republic of Ireland.

8. Following an accident

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Motor Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers, or pedestrians involved, and of any witnesses to the incident, where possible.

You must not accept the blame make any admission of liability or attempt to negotiate a settlement in respect of any accident, injury, loss or damage, whether at the scene of an accident or at any subsequent stage, without the express approval of the Underwriters .Please tell Us if any other person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Car and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours of any event that could lead to a claim under this Motor Policy. Sometimes, We will need further details in writing, such as the completion of an Accident Report Form. We may refuse to provide cover to You where You have failed to comply with the timeline above and where such failure to comply has subjected Us to undue prejudice.

Immediate notification of the claim will allow Us to better control costs, decide on liability and protect Our joint interests.

In order for Us to adequately process your claim, You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence or other notice from Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself. Failure to provide Us with all relevant documentation

relating to Your Claim might render Us unable to investigate the claim properly and compensate You.

Accident Contact Numbers
You can contact Us on:

Ornella Windscreen Assist
Republic of Ireland Telephone: (0)1 460 6905
Outside Republic of Ireland Telephone: +353 (0)1 460 6905

Accident Line
Republic of Ireland Telephone: 053 91 80395
Outside Republic of Ireland Telephone: +353 (0)53 91 80395
Email: accelerant.claims@ornellaunderwriting.ie

Breakdown Assistance Helpline number
Republic of Ireland (this call is free): 1800 806 800
Northern Ireland: +353 (0)91 560670

For full details of Breakdown Assistance cover, refer to Section 10 – Breakdown Assistance. Please let Us know immediately about any event which could lead to a claim.

9. About the Insurers

This Motor Policy is arranged by:

Ornella Underwriting Limited
The Bushels
Cornmarket
Wexford
Telephone: +353 (0)53 9180300
Email: evolve@ornellaunderwriting.ie

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland. This Policy is underwritten by the Underwriters shown in Your Schedule.

10. Complaints

When things go wrong, You may wish to raise a complaint with Us. A complaint can be raised by You orally or in writing.

For complaints relating to Section 10 – Breakdown Assistance or Section 11 – Motor Legal Expenses, please refer to the individual Sections later in this booklet. For any other complaint, Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing or on another durable medium within 5 business days of receiving it;
- provide You with the name of the person or people who will be Your point of contact with Us until Your complaint is either resolved or cannot be progressed further;

- provide You with updates in writing or on another durable medium on the progress of the investigation into Your complaint at least every 20 working days starting from the date on which the complaint was made; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it.

If Your complaint has not been resolved after 40 working days, We will inform You of the anticipated timeframe within which We hope to resolve the complaint. Alternatively, You can contact the Financial Services and Pensions Ombudsman (FSPO) (contact details at Step 3 below).

We will, within 5 working days of the completion of the investigation, advise You on paper or another durable medium of:

- the outcome of the investigation into your complaint;
- where applicable, the terms of any offer, settlement or compensation being made;
- that You can refer the matter to the FSPO; and
- the contact details of such FSPO, as provided below.

Any telephone calls made in connection with this Evolve Car Policy may be monitored or recorded for training and quality control purposes.

Making a complaint

<table>
<tr><td colspan="2">Step 1</td><td colspan="2">Please send Your complaint to the intermediary (person, agent, or company) from whom You bought this Evolve Car Policy.</td></tr>
<tr><td rowspan="3">Step 2</td><td rowspan="2">Sections 1 to 9</td><td colspan="2">If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about a matter other than Section 10 – Breakdown Assistance or Section 11 – Motor Legal Expenses, You can contact Our partners below who are authorised to deal with Your compliant:</td></tr>
<tr><td>If Your complaint relates to a claim:

Leeson Claims Services Limited,
68 Merrion Square,
Dublin 2.

☎ +353 1 4852980
✉ info@leesongroup.com</td><td>If your complaint relates to any other matter:

Customer Services Team,
Ornella Underwriting Limited,
The Bushels,
Cornmarket,
Wexford

☎ +353 (0)53 9180300
✉ customerservices@ornellaunderwriting.ie</td></tr>
<tr><td>Section 10 Breakdown Assistance</td><td colspan="2">If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about Section 10 – Breakdown Assistance, You can contact:

Mawdy
22 – 26 Prospect Hill,
Galway.</td></tr>
</table>

Step 2 (cont.)	**Section 11 Legal Expenses**	If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about Section 11 – Motor Legal Expenses, You can contact: ARAG Legal Protection Limited on behalf of ARAG Insurance Company Limited 1, Hatch Street Upper, Dublin 2, D02 PY28.
Step 3		If your complaint remains unresolved under step 2 please contact the: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. ☎ +353 (0)1 567 7000 ✉ info@fspo.ie 💻 www.fspo.ie

B: Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

Act of terrorism
an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Approved Repairer
A Tradesperson or Company that We have approved and authorised to repair Your Car, after a claim.

Approved Windscreen Supplier
A Tradesperson or Company that We or Our representatives have approved and authorised to repair or replace the windscreen or other glass in Your Car, after a valid claim has been made by You.

Bodily Injury
Physical damage to a person's body that was caused by a motor accident or incident.

Certificate of Motor Insurance
The document We sent You when You bought or renewed this Motor Policy, which proves that You have the current motor insurance You need by law.

Endorsement
A change or addition to the terms of the Motor Policy. Endorsements may be included in this document or sent to You separately.

Excess
The amount You must pay towards the cost of any claim.

Fire Brigade Charges
Money You will have to pay a fire authority, after a valid claim, to:
- control or put out a fire in or on Your Car; and / or
- remove the driver or Passengers from Your Car using cutting equipment.

Your Family
If You are an individual, any of:
- Your spouse,
- A person with whom you are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010,
- Your or Your spouse's brother, sister, aunt, uncle, niece or nephew; or
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example your children or grandchildren).

Insured Person
- You and anyone else You have given Us information about and that We have agreed to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance, except a person in the motor trade driving Your Car for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Car for social, domestic, or leisure purposes, with Your permission;
- anyone who is inside, getting into, or getting out of Your Car, with Your permission;
- the owner of Your Car (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

Ireland
The Republic of Ireland.

Market Value
The cost of replacing Your Car with one of the same make and model and of similar age and condition as determined by reference to vehicle value websites and publications at the time of the accident, damage or loss.

Passenger
Any person (other than the person driving) who is inside Your Car, or getting into or out of it.

Period of Insurance
The period of time covered by this Motor Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

Private Car
Any vehicle built mainly for carrying Passengers and taxed for private use only, excluding motorcycles, car-vans and other commercial vehicles.

Proposal Form / Statement of Fact
The document completed and signed by You, or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged. We have relied on this information when agreeing to offer You this contract of motor insurance.

Schedule
The document that We sent to You when You bought or renewed this Motor Policy, which gives details of the cover You have.

Territorial Limits
With the exception of Sections, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses:

This Motor Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

Section 1 – Liability to Others (Third Parties)
In addition to the territories shown above, this Section provides the minimum level of cover that is required while Your Car is being used anywhere within the European Union, and in other countries that are members of the Green Card system.

Section 2 – Loss of or Damage to Your Car
In addition to the territories shown above, this Section provides cover while Your Car is used anywhere in the European Union, and in other countries that are members of the Green Card system. This cover applies for a maximum aggregate number of days (that is, the total number of days spent in these countries during one or more journeys) in each Period of Insurance, which is shown in Your Schedule.

Please refer to Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses for the Territorial Limits that apply to those Sections.

Vehicles not registered in Ireland
All the cover described in Your Schedule applies in Ireland only.

Tracking Device
A piece of equipment used for remotely establishing the location of Your Car that is:
- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

Underwriter
The underwriter for each Section in this Motor Policy, as shown in Your Schedule.

We, Us, Our
The insurer for each Section in this Motor Policy, as shown in Your Schedule.

You, Your
The Motor policyholder named in Your Schedule.

Your Car
A vehicle You have given Us details of and that We have agreed to insure.

C: General Conditions

1. Keeping to these conditions

A. You, or any Insured Person who is claiming cover under this Motor Policy, must keep to the terms and conditions of this Motor Policy.

B. You must inform Us of any material changes to the information you originally provided, for example, that could affect either the premium (the cost of insurance) or Our decision to provide insurance – since the start date of Your Policy or since Your last renewal date (whichever is the most recent). A material change is one that takes the risk outside that which was within both Your and Our reasonable contemplation when this Motor Policy was concluded. We may refuse a claim made by You where there has been such a material change and We have not agreed in writing to cover this change.

C. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

2. Claims

A. You, or any other person responsible for a claim under this Policy, must:

(i) notify Us immediately about any event that could lead to a claim;

(ii) immediately send Us unanswered any letter, claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one within 5 business days of receiving notice of a claim;

(iii) tell Us immediately if any prosecution or inquest is to be held in connection with the incident;

(iv) give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other, the validity of any claim made;

(v) NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;

(vi) cooperate with anyone who acts on Our behalf; and

(vii) do whatever You (or any other person insured under this Motor Policy) can to protect Your Car and its parts or accessories.

B. We may do any of the following:

(i) take-over, defend, or settle any claims in Your name or that of any other person covered by this Motor Policy;

(ii) take legal action in Your name or the name of any other person covered by this Motor Policy to recover any payments We make;

(iii) recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Motor Policy;

C. If at the time of a claim:

(i) You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.

(ii) any other person covered by this Motor Policy also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

3. Cancellation and Suspension of Cover

A. Cancellation by You

(i) Within the cooling-off period

If, after reading this Motor Policy, You are not satisfied with it for any reason, You may cancel this Motor Policy by giving Us notice in writing within 20 days after the date when You are informed that this Motor Policy has been concluded and, by returning the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

(ii) Outside the cooling-off period

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims during the current Period of Insurance, We will:

1. keep any premium You paid in respect of these Sections: Section 8 – Windscreen and Windows, Section 9 –Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses;
2. work out a proportionate premium for the period that You were insured by Us, for the remaining Sections;
3. deduct an amount of €25;
4. deduct a fee of up to €50 to be retained by Ornella Underwriting Limited; and
5. refund You the balance of the premium You have paid provided it is more than €25.

B. Cancellation by Us

We may cancel this Motor Policy, providing the reason(s) for such cancellation with 10 days' notice by writing to You at Your last known address. We will:

- work out a proportionate premium for the period that You were insured by Us; and
- refund the balance of the premium You have paid.

4. Suspension of cover

You may request a suspension of Section 1 – Liability to Others (Third Parties) of Your Motor Policy, if:

- You return Your Certificate of Motor Insurance and insurance disc to Us;
- cover is suspended for at least 30 consecutive days; and
- there has been no claim made or incurred by You in the current Period of Insurance.

Your policy does not have any of the following endorsements: WC2500, WC5000, WC7500 We will refund You some of Your premium, based on the time Your Car is out of use.

The amount We refund may not be proportionate to the period of suspension. Ornella Underwriting Limited may also deduct and retain an administration fee of up to €50.

However, You must still pay the yearly premium. If You are paying by instalments, You must keep up Your payments during the period of suspension.

5. Non-refundable premiums

If You cancel Your Motor Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund a proportion of Your premium in respect of Sections:

8: Windscreen and Windows
9: Accidental Death
10 – Breakdown Assistance;
11 – Motor Legal Expenses.

6. Transaction premiums and fees

If a change to Your Motor Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Motor Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more.

Ornella Underwriting Limited may charge and retain a fee of up to €50 for any transaction under this Motor Policy, including a cancellation transaction under Condition 3 A (ii) – Cancellation.

7. Temporary alterations

If We agree in advance, Your Car that is insured may be temporarily substituted by another vehicle. We do not have to agree but if We do agree, We may apply restrictions.

8. Fraud

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim. We may refuse any further claim and recover from You any money we have already paid in respect of such further claims.

9. Duty to take care

Any person claiming cover under this Motor Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Car in a roadworthy condition. While unattended, Your Car must be left locked. The ignition key must never be left with Your Car. You must allow us to examine Your Car. You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You. Some of Your duties in this clause, for example, keeping your car in a road worthy condition and while unattended, Your Car must be locked and the key must never be left with Your Car are continued and on-going obligations that you must comply with. Failure to comply with these conditions may result in your claim being declined or cover being suspended for the period of the breach.

10. Your interest in Your Car

You must have an interest in Your Car. You have an interest in it if You would lose financially by having to repair or replace Your Car. You do not have an interest if You would not be at any loss if Your Car is lost or damaged.

D: General Exceptions

A. Except where it is necessary to meet the requirements of Road Traffic legislation, We will NOT pay for:

1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
2. any accident, injury, loss, or damage arising during or as a result of a riot or civil commotion happening anywhere outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
3. loss or damage directly caused by pressure waves that are a result of aircraft or other flying objects travelling at or above the speed of sound;
4. Vehicles taking part in racing and/or speed tests, either on road or track;
5. Radioactive Contamination and Explosive Nuclear Assemblies in accordance with the provisions of the Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause NMA 1622 as follows:-
   (A) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
   (B) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
      (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
      (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. loss or damage occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
7. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the Road Traffic Act or alternative applicable legislation in the territory in which the loss occurs;
8. loss, damage, cost or expense of whatsoever nature in any way caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
9. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airfield, or military base, which is provided for:
   (i) the take-off or landing of aircraft and for the movement of aircraft on the ground, or
   (ii) aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
10. Vehicles on airport premises, other than in areas which the public has free vehicular access;

11. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour, or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
12. any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or Trojan horses.

B. We will NOT pay for:

1. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
2. any accident, injury, loss, damage or legal liability caused by a person We have not agreed to cover;
3. any liability You have agreed to accept that You would not otherwise have been liable for;
4. Any loss, damage or liability if an Insured Person is driving any of the following vehicles:
   (i) Emergency service vehicles.
   (ii) Vehicles exceeding 3.5 tonnes Maximum Authorised Mass (MAM).
   (iii) Motor coaches, minibuses, omnibuses, tramways (including trolley buses) and/or vehicles on rails and/or vehicles not on terra firma, but this exclusion shall not apply to insured vehicles transported by sea ferries.
5. Any loss, damage or liability if an Insured Person is operating, driving, maintaining or using any vehicle the principle use of which is:
   (a) the transportation of:
      - high explosives (nitro-glycerine, dynamite or similar explosives);
      - hazardous chemicals;
      - compressed or liquefied gases; or
      - inflammable liquids in bulk.
   (b) contractors plant and equipment not on a public road.

Section 1: Liability to Others

What is covered under this Section

1A Driving Your Car

We will pay any money that You are liable to pay, or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of or Bodily Injury to other people as a result of an accident involving the use of Your Car; or
- damage to property belonging to other people as a result of an accident involving the use of Your Car. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses, is €30,000,000.

1B Driving other cars

If Your Schedule and Certificate of Motor Insurance show that You have this cover, We will insure You only for the events described in Section 1A (above) that happen as a result of an accident involving Your use of any other Car that:

- You do not own;
- is not hired to You under a hire-purchase, contract-hire, or other lease agreement;
- is registered in the Republic of Ireland;
- is being used by You with the owner's permission; and
- is not covered by any other insurance policy that covers Your liability while driving it.

You must meet the conditions of paragraph 5(b) of Your Certificate of Motor Insurance.

1C Compulsory Insurance in the European Union and other countries

Provided Your Car is registered in Ireland, this Motor Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom (www.MIB.org.uk). The list changes from time to time. Neither Ornella Underwriting Limited nor the Underwriters providing cover under this Motor Policy have any control over the content of this website.

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

1D Trailers

We will cover any Insured Person under the terms of this Section while they are towing a trailer, if the driver's licence permits it. The trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is in Your care, if Your driving licence allows You to tow it.

1E Use by a member of the motor trade

If Your Car is being used by a member of the Motor Trade because it needs overhaul, upkeep, or a repair, this Motor Policy covers You alone under the terms of this Section and does not cover the person in the Motor Trade who is using it.

What is NOT covered under this Section

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving any vehicle covered by this Section;
6. damage to any vehicle being driven or used by a person claiming cover under this Section;
7. any liability that arises because an Insured Person deliberately causes death, injury or damage;
8. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
9. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Car while it is being repaired or serviced; or
10. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.

Section 2: Loss of or Damage to Your Car

If You have chosen Third Party, Fire and Theft insurance, all of the cover provided by this Section is limited to loss or damage caused by fire, or theft, or attempted theft.

If You have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

Your Schedule shows which covers, described below, apply to Your Motor Policy.

What is covered under this Section

2A Loss of or damage to Your Car

We will pay for loss of or damage to Your Car, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Motor Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

2B Damage to other Cars You drive

Your Schedule shows whether You have this cover.

If You have this cover, the term 'Your Car' under the rest of this Section also means a Private Car that You are driving.

We will pay, as if it was Your Car, for damage to any other Private Car that You are driving but do not own, provided:

A. the Car You are driving is not under a hire-purchase, contract-hire, or lease agreement in Your name;
B. You are covered to drive it under Section 1 – Liability to Others (Third Parties) of this Motor Policy;
C. it is a Private Car with a market value of not more than €60,000
D. it is registered in, and being driven in, Ireland;
E. You have the owner's permission to drive it;
F. You are not a limited company, partnership, or similar entity;
G. Your Car is still in Your possession and in a roadworthy condition,
H. You are not using this Section to cover Your driving of a vehicle to secure its release from seizure by any government or public authority; and
I. it is not covered by any other insurance policy that covers damage while You are driving it or in charge of it.

2C Trailers

Your Schedule shows whether You have this cover.

If You have this cover, We will pay to repair or replace a trailer that You own and that You have given Us details of, provided that:

A. You pay the compulsory Excess of €250, and any additional Excess that applies to Your Motor Policy;
B. the trailer is in Your custody, care and control;
C. the trailer is fitted with an operational anti-theft device;
D. the trailer is not a caravan, mobile home, trailer-tent, boat-trailer, concession trailer, or any trailer that is fitted with machinery or other equipment;

E. the trailer was built by a professional trailer manufacturer; and
F. if the cover You have chosen is Third Party, Fire and Theft, the cause of the loss or damage is by fire or theft only.

We will not pay for any property carried in (or on) the trailer. The most We will pay to repair or replace Your trailer is €2,500, or the amount You declared as the value of the trailer if this is lower.

2D New Car replacement

Your Schedule shows whether You have this cover.

For this cover to apply, You must insure Your Car for its full replacement cost for a period of at least 12 months after first registering it. If You have a valid claim for loss of or damage to Your Car that happens within 12 months of its registration as a new car, We will replace it with a new Car of the same make and model, provided that:

A. the same make and model of Car is available in Ireland;
B. You are the original and only owner of Your Car from new;
C. it is stolen and not recovered, or it is lost or damaged in a single incident, and the cost of the repair, reinstatement or replacement is more than 60% of the current list price in Ireland of Your Car when new; and
D. Your Car had travelled no more than 20,000 kilometres at the time of the loss or damage.

If a replacement Car of the same make, model and specification is not available, or if Your Car was not supplied as new in the Republic of Ireland, the most We will pay is the higher of:

- the Market Value of Your Car, and its dealer-fitted or factory-fitted accessories and spare parts, at the time of the loss or damage, or
- the manufacturer's retail price of Your Car when You bought it, less 10%.

2E Loss of or damage to Your Car in the European Union and other countries

Provided Your Car is registered in Ireland, this Motor Policy applies for the aggregate period (the combined number of days You were abroad during one or more journeys) shown in Your Schedule, while Your Car is in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom (www.MIB.org.uk). The list changes from time to time. Neither Ornella Underwriting Limited nor the Underwriters giving cover under this Policy have any control over the content of this website.

2F Courtesy car

Your Schedule shows whether You have this cover.

If You have this cover, We will provide You with a free courtesy Private Car (Class A rental vehicle or equivalent), up to the maximum number of days shown in Your Schedule, while

Your Car is at an Approved Repairer, or is being treated as a total loss (written off), and so is not being repaired. This cover only applies if You use an Approved Repairer.

2G Towing and storage charges

If You ask Us first and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Car by arranging to take it to the nearest Approved Repairer, or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Car anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Car for up to 4 days while it is waiting to be repaired or otherwise dealt with.

What is NOT covered under this Section

We will NOT pay:

1. for the Policy Excesses as stated in Your Motor Policy document or Schedule;
2. for loss in value, wear and tear, or mechanical, electrical, or electronic breakdown;
3. for damage to tyres caused by braking, punctures, cuts, or bursts;
4. for loss of use;
5. more than the lower of either;
   (i) the current Market Value of Your Car at the time of the loss or damage, or
   (ii) the most recent value of Your Car that You gave Us as shown in Your Schedule
6. more than the lower of either
   (i) €650, or
   (ii) 5% of the most recent value You gave Us for Your Car as shown in Your Schedule, for loss of or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Car or did not come with Your Car when new;
7. for any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturer's standard specification, or We have agreed to cover them;
8. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
9. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
10. for any reduction in Your Car's value because it has been damaged or repaired; 11. for the cost of hiring another Car;
12. for loss or damage caused by:
    (i) theft or attempted theft of Your Car by a member of Your Family, an employee, or a work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
    (ii) any other means by a member of Your Family, if the family member causing the damage has insurance that covers their liability to You for the loss or damage.
13. for loss of or damage to Your Car's navigation system, or other computer or electronically controlled equipment, caused by it failing to recognise any date as the true calendar date;
14. for loss or damage caused by theft or attempted theft if the keys, fob device (or keyless entry system) are left unsecured, or left in (or on) Your Car while it is unattended;

15. for loss or damage from using Your Car in a race, rally, competition or trial, or on any race track, circuit, or other prepared course;
16. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;
17. for the extra cost of parts or accessories, and the additional cost of importing them, from outside the European Union;
18. for indirect loss, such as travel costs or loss of earnings;
19. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
20. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
21. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
22. more than €60,000 for loss or damage caused by theft or attempted theft, unless Your Car is fitted with an operational Tracking Device;
23. for any loss or damage if You do not immediately report the theft of Your Car to the Gardai or local police, and to the monitoring service if Your Car is fitted with any monitored security device including a Tracking Device;
24. for loss or damage costing more than €75,000, unless We have agreed to provide cover for a higher amount;
25. for loss caused by deception by a supposed purchaser and / or their agent(s); or
26. for additional loss or damage caused by moving or recovering Your Car after it was damaged; or
27. for damage caused when Your Car is being repossessed
28. for up to 50% of your claim under this section after We deduct any Excesses, if the appropriate roadworthiness certificate (for example the National Car Test (NCT)) for it has expired between 6 and 12 months, or up to 75% if the roadworthiness certificate has expired over 12 months, at the time Your Car was lost or damaged.
29. any claim for loss by theft if the keys or lock / ignition operating devices for Your Car are stolen from a property or another vehicle, unless there is forcible entry to the property or other vehicle by the person taking the keys or lock / ignition operating device;

Excesses

An Excess is the amount You must first pay towards the cost of any claim, before We will pay anything. For any accidental or malicious damage claim under this Section the Excess will be:

- the amount shown in Your Schedule as the standard Excess PLUS
- the amount of additional Excess shown in Your Schedule PLUS
- €400 if the driver of Your Car is aged 24 or under, aged 80 or over, or does not hold a full driving licence PLUS
- €250 if You do not use one of Our Approved Repairers to repair Your Car

How We deal with and pay claims under this Section

Repairing Your Car

A. Unless We are treating Your Car as a total loss (a write-off), We can choose to:
   (i) pay You an amount to repair it;
   (ii) pay a repairer to repair it;
   (iii) pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
   (iv) replace Your Car, or any part or accessory from it.

B. The most We will pay is the lesser amount of either:
   (i) the Market Value of Your Car, less the Excess, and less the value of any remains of Your Car;
   (ii) the amount which You insured Your Car for, less the Excess, and less the value of any remains of it; or
   (iii) the cost of repairing Your Car, less the Excess.

C. If any lost or damaged part or accessory is no longer available, the most We will pay is:
   (i) the cost shown in the manufacturer's last price list, and
   (ii) the reasonable cost of fitting.

Writing-off Your Car

A. If We are treating Your Car as a total loss (writing-off Your Car), We can choose to:
   (i) give You an amount to replace Your Car;
   (ii) pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
   (iii) replace Your Car.

B. The most We will pay if We are writing-off Your Car will be the lesser of either:
   (i) the Market Value of Your Car, less the Excess, and less the value of any remains of it, or
   (ii) the amount You insured Your Car for, less the Excess, and less the value of any remains of it.

C. Before We pay Your claim, You must send Us:
   (i) Your Certificate of Motor Insurance;
   (ii) Your insurance disc;
   (iii) the vehicle registration document;
   (iv) any certificate of roadworthiness, such as a National Car Test certificate (NCT), if Your Car is required to have one by law;
   (v) the Car keys or fob device; and
   (vi) any documents We ask for.

The remains of Your Car will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Car will be deducted from the money We are due to pay You.

Settling claims for theft

We will treat Your Car as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Car keys and all the documentation We ask for when You make Your claim. If Your Car is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Car is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Car has not been found after 28 days, We will treat it as a total loss (a write-off).

Section 3: No Claims Discount

No Claims Discount (NCD)

A No Claims Discount is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this Motor Policy or another policy that this one replaces. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the Maximum discount We allow.

If You insure more than one Car with Us, You earn the No Claims Discount on each Car separately.

We will not discount any premiums for cover under Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses.

Any payment We make for fire or theft under Section 2 – Loss of or Damage to Your Car, under 8 – Windscreen and Windows, or under Section 9 – Accidental Death will not affect Your No Claims Discount.

If You make a claim, Your No Claims Discount will be reduced to zero at the next renewal unless You have a Motor Policy with one of Our No Claim Discount Protection options (see below).

Other claims-free driving discounts

We may have allowed You a different discount because You have driving experience gained under a different policy. Such discounts will be removed entirely at the next renewal of Your Motor Policy if you have a claim during the Period of Insurance

Our uninsured driver promise

If You make a claim for damage to Your Car that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured vehicle must be identified, and You must provide Us with their name and the registration number, make and model of the vehicle that hit You, where possible. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident, where possible.

A Fully Protected No Claims Discount

Your Schedule shows whether You have this cover.

If You have this cover, and if there are up to 2 claims in a consecutive 3-year period, the accumulated years that are allowed in respect of Your No Claims Discount will not change.

If there is a third claim in a consecutive 3-year period, the accumulated years that are allowed for in calculating Your No Claims Discount will be reduced to zero.

While the number of No Claim Discount years allowed will not change, the percentage discount that each year represents may change and Your premium may still increase following such claims.

B Step Back No Claims Discount

Your Schedule shows whether You have this cover.

If You have this cover and a claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

No Claims Discount years at the time of a claim	**Step Back No Claims Discount years allowed at the next renewal**
5 years or more	3 years
4 years	2 years
3 years	1 year
2 or less years	0 years

While the number of No Claim Discount years allowed will be reduced, the percentage discount that each year represents may change and Your premium may still increase following such claims.

Section 4: Medical Expenses

Your Schedule shows whether You have this cover.

If You have this cover, We will pay medical expenses up to the amount shown in Your Schedule in respect of each person injured if Your Car is involved in an accident, provided there is no cover in force under another Policy.

Section 5: Personal Belongings

Your Schedule shows whether You have this cover.

What is covered under this Section

If You have this cover, We will pay up to the limit shown in Your Schedule for loss of or damage to clothes and personal belongings that You own or are looking after.

What is NOT covered under this Section

We will NOT pay for:

1. money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery;
2. tools, equipment, goods or samples, carried in connection with any trade or business;
3. property insured with another insurance Policy;
4. theft of personal belongings if carried in an open-top or convertible Car, unless they are kept in the locked boot while the vehicle is unattended;
5. mobile telephones, computer equipment, and hand-held electronic devices;
6. satellite navigational equipment, unless fitted by the manufacturer or authorised dealer as original equipment for the vehicle; or
7. any item that is more specifically covered under any other Policy of insurance.

Section 6: Replacement Locks

Your Schedule shows whether You have this cover.

What is covered under this Section

If the keys of Your Car are lost or stolen, We will pay up to the amount shown in Your Schedule

- to replace the keys; and
- if the keys could be in the possession of a person who knows where You keep Your Car, to replace or re-code locks and alarms.

What is NOT covered under this Section

We will NOT pay:

1. if the keys are stolen by deception or fraud or taken by a member of Your household;
2. if the keys are recovered before locks or alarms are replaced;
3. if You do not report the loss or theft immediately to the Gardai or local police or cannot prove to Us that You have done so; or
4. to replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your Car.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

Section 7: Fire Brigade Charges

Your Schedule shows whether You have this cover.

What is covered under this Section

If You have this cover, We will pay up to the amount shown in Your Schedule if You are liable to pay charges made by a fire authority to:

A. control or put out a fire in (or on) Your Car, providing You are also making a valid claim under Section 2 – Loss of or Damage to Your Car of this Motor Policy for the same incident, and / or

B. remove the driver or Passengers from Your Car using cutting equipment.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

Section 8: Windscreen and Windows

Your Schedule shows whether You have this cover.

We operate an Approved Windscreen Supplier through Allglass Windscreens Nationwide Ltd (Allglass). If You want to make a claim under this Section, You must use Allglass to repair or replace Your windscreen or window glass.

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please telephone:

Republic of Ireland:	(0)1 460 6905
Outside Republic of Ireland:	+353 (0)1 460 6905

What is covered under this Section

If You have this cover, We will pay up to the amount shown in Your Schedule to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Car, provided that You use Our Approved Windscreen Supplier (Allglass).

What is NOT covered under this Section

We will NOT pay for:

1. more than €500 in total for windscreen / window breakage claims during any Period of Insurance;
2. more than 2 windscreen / window breakage claims during any Period of Insurance;
3. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
4. damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass;
5. damage to the mechanical or electrical window-winding mechanism;
6. damage caused by wear, tear or negligence;
7. damage caused by Your own deliberate actions;
8. the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Car;
9. any extra cost of glass, including the cost of importing it from outside the European Union;
10. glass or perspex that is an integral part of a removable canopy or hood;
11. any amount over the value of the broken glass;
12. any more than the Market Value of Your Car, or the amount You insured it for if less; or
13. any breakage or repair You notify Us about more than 90 days after it happened.

Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Allglass for windscreens, window glass, and repairs to glass. You can get this by calling Ornella Windscreen Assist on the number given above and quoting Your current Ornella Insurance Policy number.

A claim made under this Section will not affect Your No Claims Discount.

Section 9: Accidental Death

Your Schedule shows whether You have this cover.

Definitions within Section 9 – Accidental Death

Words shown in bold type in the table below have the meaning given to them below wherever they may appear in this Section only.

Accident	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
Death	Death resulting solely and independently of any other cause, from an identifiable physical injury caused by an Accident involving an Insured Vehicle occurring within 12 months of the date of the Accident.
Insured Person	The person named as the Motor Policyholder in the Schedule of Insurance, or any other named person whose details have been supplied to Us (where an additional Premium has been paid and We have accepted instructions to cover that person). **NOTE:** only people aged 25 or over and under 75 at the start of the Period of Insurance can be insured.
Insured Vehicle	Any motor vehicle in which an Insured Person is travelling at the time of an Accident, anywhere in the world, other than those vehicles that are specifically excluded under 'What is not covered', below.
Period of Insurance	The Period of Your Associated Policy which starts and ends at the same time as this Motor Policy, and does not exceed 12 months.
Premium	The money that You must pay for insurance cover under this Section. This Premium is paid at the start of Your Associated Policy as a single one-off payment.
We, Us, Our	The insurer for this Section named in Your Schedule.
You, Your	The person who has taken out the Associated Policy and who is named as the Motor Policyholder in Your Schedule.

What is covered under this Section

A. Accidental Death

In the event of an Accident involving an Insured Vehicle, and where such an Accident is the sole cause of the Death of an Insured Person, We will pay a benefit of the amount shown in Your Schedule to the Insured Person's executors or administrators.

B. Accumulation of benefits

In the event that We insure the same Insured Person under more than one Accidental Death Insurance Policy arranged by Ornella Underwriting Limited, We will not pay accumulated benefits under all such Policies. We will pay a total benefit of 125% of the highest amount shown in Your Schedules for that Insured Person.

What is NOT covered under this Section

A. Death resulting from an Accident while the Insured Person is travelling in (or on) any of the following types of vehicles:

1. motorcycles, quad bikes, golf-buggies, or ride-on lawn mowers;
2. tractors, combine-harvesters, or other agricultural vehicles, machinery or equipment;
3. mobile plant, machinery or equipment;
4. buses or motor coaches;
5. any vehicle with a carrying or towing capacity of more than 3 tons; or 6. any vehicle not licensed for road use.

B. Death resulting from an Accident while the Insured Person is driving a taxi or other vehicle for the sole purpose of transporting fare-paying Passengers.

C. Death in any way contributed to or caused by:

1. the Insured Person engaging in a sport, pastime or activity of a hazardous (dangerous) nature, including motor racing, rallies, competitions, speed tests or the like;
2. the suicide or deliberate acts of the Insured Person, or the Insured Person being seriously mentally ill;
3. a criminal act by You or the Insured Person;
4. the Insured Person being under the influence of alcohol or drugs at the time of an Accident involving an Insured Vehicle where
   (i) the Insured Person is driving the Insured Vehicle, or
   (ii) where the intoxication of the Insured Person by alcohol or drugs contributes directly to the Accident;
5. war, invasion, the actions of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, or military or usurped power or any Act of Terrorism; or
6. sickness disease mental infirmity or emotional or psychological trauma, even if it results from medical or surgical treatment of an identifiable injury caused by an Accident.

Claims

Notice must be given to Us as soon as reasonably possible in the event of the Death of an Insured Person resulting from (or alleged to have resulted from) an Accident. The following documents must be produced before the benefit under this Motor Policy can be paid:

- Death Certificate
- Garda Report
- Coroner's Reports.

You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

If the Insured Person's representatives wish to make a claim under this Motor Policy, they should contact Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford, Ireland or telephone +353 (0)53 91 80395.

Section 10: Breakdown Assistance

Your Schedule shows whether You have this cover.

You may still ask Us to provide breakdown assistance if it is not covered by this Section, but it will be provided at Your own expense.

We will not pay for any expense or assistance that has not been authorised through the emergency helpline. If you make your own arrangements you will not be reimbursed.

MAWDY Breakdown Assistance is a 24 hour emergency breakdown and accident recovery service. It is there to assist you in your time of need. The assistance provided is at Mawdy's discretion, as it will depend on availability at the time of the breakdown assistance request.

Requesting Assistance

If You need assistance, please telephone the Breakdown Assistance line on:

Republic of Ireland: 1800 806 800
Northern Ireland: 00 353 91 560670

Please have the following information to hand when You call:

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

CUSTOMER CARE

If You need to make a complaint about this part of Your Motor Policy, please write to the Insurer for this Section shown in Your Schedule.

If We cannot resolve Your complaint to Your satisfaction or progress Your complaint further, You may then contact the:

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

Telephone:	+353 (0)1 567 7000
Email:	info@fspo.ie
Website:	www.fspo.ie

Contacting the Financial Services and Pensions Ombudsman does not affect Your other legal rights. Any telephone calls made in connection with this Section may be monitored or recorded to assist with staff training and for quality control purposes.

Definitions relating to Section 10 – Breakdown Assistance

You, Your	Any Insured Person who is driving Your Car with Your knowledge and consent, and who resides in the Republic of Ireland.
We, Us, Our	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros. S.A., trading as Mawdy. Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874. Mawdy, 22-26 Prospect Hill, Galway. In any document relating to this policy, a reference to Mapfre Assistance Agency Ireland shall be taken to mean Mawdy.
Passengers	All non-fare paying Passengers (excluding hitch-hikers) being legally transported in Your Car at the time assistance is required.
Territorial Limit	The Republic of Ireland and Northern Ireland.
Period of Cover	The period between the start date and expiry date shown on the Schedule of Insurance relating to Your Car.
Recovery Provider	Any representative of Ours whom We appoint to assist You.

You are covered for the assistance services in this Section for a **maximum of 3 breakdowns** during the Period of Cover. If You have Comprehensive cover, and if You first ring the emergency helpline, We will provide the following benefits:

What is covered under this Section

If Your Car is immobilised as a result of a mechanical or electrical breakdown, or fire, theft, or any attempted theft, malicious damage, punctures or as a result of keys being lost, stolen, broken in the lock or ignition, or locked in Your Car, We will arrange and pay for:

Labour	One hour's free labour either at the home or roadside. Repairs carried out at the Recovery Provider's premises are not covered.
Towing	Towing Your Car to the nearest garage capable of effecting repairs or garage of Your choice, whichever is closer.
Home assistance	A Recovery Provider to assist you in the event of a breakdown at your home address.

Completion of journey	If repairs cannot be completed where Your Car broke down and You are away from home, We will arrange and pay for one of the following (Please note the assistance provided is at our discretion and depends on availability): A. *Onward Transportation:* Up to €31 per person and €127 in total for onward transportation for You and the Passengers home, or to Your intended destination within the Territorial Limit, OR B. *Replacement Vehicle:* Use of a Class A rental vehicle for up to 48 hours, OR C. *Overnight Accommodation:* Up to €40 (or £40 in the UK) per person and €200 (or £200 if in the UK) in total for one night's bed and breakfast accommodation while repairs are carried out, AND D. *Return Transportation:* Transportation for You to collect Your Car following breakdown repair and / or reimbursement of any reasonable public transport charges incurred by You in doing so.
Message relay	We will pass on 2 urgent messages for You.
Replacement Car	Provided You have reported it to the Gardai or local police and Ornella Underwriting Limited, We will provide a class A hire Car for up to 5 days if Your Car is stolen, and not recovered within 24 hours.

Conditions

1. You must use the emergency helpline numbers provided to call for assistance.
2. You must give the Motor Policy number when calling for assistance.
3. In the event of cancellation of the Policy by the Insured after 14 working days from the start date, no return of premium shall be allowed in respect of the Assistance portion of the premium.
4. Assistance will only be provided within the Territorial Limit.
5. You must be with Your Car when the Recovery Provider arrives. If You are not with Your Car then Our Recovery Provider cannot assist, and any subsequent assistance will be at Your own cost.
6. We may refuse assistance if:
   A. You appear intoxicated;
   B. Your Car is in an inaccessible or off-road location;
   C. Your Car cannot be transported safely, legally, and without hindrance, using a standard car transporter and equipment;
   D. Your Car has been modified for or is taking part in racing, trials, rallying, criminal conduct or the like;
   E. Your Car is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.
7. Your Car must be kept in good mechanical order and roadworthy condition, and be regularly serviced.

8. If We have to make a forced entry to Your Car because You are locked out, You must sign a declaration accepting that Our Recovery Provider will not be responsible for any damage caused.
9. Any fault with Your Car must be rectified immediately. We will not pay for recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
10. Your Car must be a Private Car, and not more than 12 years old at the time cover was applied unless We agree to cover it,
11. We will not arrange for or incur any additional cost to transport pets or other animals carried in Your Car.
12. If You cancel an assistance, You are not eligible for another call out for that assistance.
13. Replacement Cars are subject to commercial car-hire criteria. For example, You may be required to hold a full and / or endorsement-free ('clean') licence and You may be required to pay a deposit. There might be further criteria. You will be responsible for returning any hire car to its pick-up point.
14. This contract is subject to Irish Law.
15. The language used in this and all other documents relating to this Section is English. All future communications, both verbal and written, will be in English.
16. In the event of Your Car being taken to Your normal place of residence or location of Your choice, no further recovery/assistance arising from the same breakdown will be provided.

What is NOT covered under this Section

We will NOT pay for:

1. We will not pay for any consequential loss arising from using the assistance services;
2. expenses that You can get back from any other source;
3. any breakdown assistance requests arising where Your Car is carrying more Passengers or is towing more weight than it was designed to do;
4. any breakdown assistance requests arising directly from the unreasonable driving of Your Car on unsuitable ground;
5. any breakdown assistance requests arising from any accident or breakdown brought about by an avoidable or wilful or deliberate act carried out by you;
6. the cost of repairing Your Car, other than outlined in the benefits above;
7. the cost of any parts, tyres, keys, lubricants, fluids, or fuel;
8. any breakdown assistance requests arising from lubricants, fluids, fuel or other flammable materials, explosives, or toxins transported in Your Car;
9. failing to provide any of the benefits outlined in this Section for reasons beyond Our reasonable control, including (but not limited to) You needing assistance at the time of a natural catastrophe, or Us being unable to reach You because roads have been closed;
10. providing assistance as a result of Your Car running out of fuel, or the use of incorrect fuel;
11. any winching costs or specialist equipment, including (but not limited to) any vehicle or equipment used (other than a standard recovery vehicle) to move Your Car if it has left the road, overturned, or is without wheels;
12. loss of or damage to the contents of Your Car;

13. providing the fourth or subsequent assistance in any Period of Cover; or
14. towing Your Car to an open repairer's garage if the chosen repairer's garage is closed;
15. breakdown assistance requests if you knowingly provide false or misleading information.

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

Data Protection

We will need to obtain personal information from you to provide you with the policy of insurance.

This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail.

We will only disclose your personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, Mawdy, 22-26 Prospect Hill, Galway.
Or email: DPO.IRELAND@mawdy.com

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

You are entitled to receive a copy of the information We hold about You. You can do this by sending a written request to the Data Protection Compliance Officer at Our address shown in Your Schedule.

You also have the right to correct any inaccuracies identified in the personal data We hold.

Insurance Act 1936

All money which becomes or may become payable to You under this Section will, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

We have or will pay to the Revenue Commissioners the appropriate stamp duty, in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

Section 11: Motor Legal Expenses

Your Schedule shows if You have this cover

This insurance is underwritten by the Underwriter for this Section shown in your Schedule and administered by us on their behalf. This section has separate terms and conditions.

To access any of the benefits provided by this section please call

INSURED INCIDENT HELPLINE: 0818 670 747
LEGAL ADVICE HELPLINE: 0818 670 747
COUNSELLING HELPLINE: 1800 670 407

Please note that all calls made to and from the Insurer may be recorded for training and quality purposes.

What is covered under this Section:

We will pay an amount up to €130,000 per claim arising at the same time or from the same originating cause for insured incidents described below as long as:

- the date of occurrence of the insured incident happens during the Period of Insurance and within the Territorial Limit; and
- any legal proceedings will be dealt with by a court or other body which We agree to in the Territorial Limit; and
- in civil claims it is always more likely than not an Insured Person will recover damages (or other legal remedy) or make a successful defence.

If a representative is appointed by Us, We will pay the legal costs.

For insured incidents involving the death of or injury to an Insured Person, We will pay the application fee required by the injuriesboard.ie (IB).

For all insured incidents We will help in appealing or defending an appeal provided that the Insured Person tells Us that he or she wants Us to appeal within the statutory time limits allowed. Before We pay any legal costs for appeals, We must agree that it is more likely than not that the appeal will succeed.

Insured Incidents

A. ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

Legal costs incurred to recover uninsured losses after an event which:

- causes damage to the Insured Vehicle or to personal property in it; or
- injures or kills an Insured Person while he or she is in or on the Insured Vehicle; or
- injures or kills You while You are driving another motor car or motor cycle; or
- injures or kills You or any member of Your Family (who always live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

B. MOTOR LEGAL DEFENCE

Legal costs incurred to defend an Insured Person's legal rights if they are prosecuted for an offence other than parking connected with the use or driving of an Insured Vehicle.

C. MOTOR CONTRACT DISPUTES

Provided You have entered into the agreement during the Period of Insurance, legal costs incurred in respect of a dispute arising from an agreement which You have for buying, selling, hiring or insuring an Insured Vehicle or its spare parts or accessories or the service, repair or testing of an Insured Vehicle.

Helpline

Legal Advice

We will give the Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser.

However, if this is not possible they will arrange a call back at a time to suit the Insured Person.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, We will refer the Insured Person to one of Our specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, We will call the insured person back.

Counselling Service

We will provide an Insured Person with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by Us.

Please do not call this helpline to report an accident or claim.

What is not covered

We will not pay

1. A claim where the Insured Person has failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that We have agreed to) or of making a successful defence;
2. any legal costs that are incurred before We agree to pay them;
3. any claim if the Insured Vehicle being used by anyone who does not have valid motor insurance;
4. fines, damages or other penalties which an Insured Person is ordered to pay by a court or other authority;
5. any claim if the use of an Insured Vehicle by an Insured Person was for hire or reward or in connection with the motor trade;
6. any disagreement with Us that is not in Condition 8
7. the cost of obtaining a medical report when registering a claim with the injuriesboard.ie (IB);

8. costs for any legal action an Insured Person takes which We or the representative have not agreed to or where the Insured Person does anything that hinders Us or the representative;
9. legal costs arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions;
10. to assist with a contract dispute concerning an amount of €150 or less;
11. any claim relating to the amount payable under an insurance policy;
12. for any insured incident if the date of occurrence is before or after the Period of Insurance;

Definitions

In this section only the following words have these meanings wherever they appear:

date of occurrence

(a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)

(b) For motoring offences, the date of the motor offence an Insured Person is alleged to have committed. If there is more than one offence arising at different times, the date of occurrence is the date an Insured Person began, or is alleged to have begun, to break the law.

injuriesboard.ie (IB) An independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury.

insured person(s)	You, and any Passenger or driver who is in or on the Insured Vehicle with Your permission. Anyone claiming under this policy must have Your agreement to claim.
insured vehicle	The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.
Legal costs	All reasonable and necessary costs charged by the representative on a party/party basis. Also the costs incurred by opponents in civil cases if an Insured Person has to pay them or pays them with our agreement.
Period of insurance	The period for which We have agreed to cover You as shown in Your Motor Policy schedule.
Representative	The lawyer, or other suitably qualified person, who has been appointed by Us to act for an Insured Person in accordance with the terms of this policy.

Territorial limit	**For insured incident A:** Accident loss recovery and personal injury: the European Union, the United Kingdom, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey. **For insured incidents B and C:** Motor legal defence and 3 Motor contract disputes: the Republic of Ireland.
Uninsured losses	Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this section.
We, Us, Our	ARAG Legal Protection Limited on behalf of ARAG Insurance Company Limited, 1 Hatch Street Upper, Dublin 2, D02 PY28 or the insurer shown on Your Schedule if different.
You, Your	The person who has taken out this Motor Policy. If this Motor Policy is in the name of a firm, the person named as the main driver of the vehicle.

Conditions that apply to this section

Conditions that apply to this section

1. An Insured Person must:
   a. keep to the terms and conditions of this section;
   b. try to prevent anything happening that may cause a claim;
   c. take reasonable steps to keep any amount We must pay as low as possible;
   d. send everything We ask for, in writing;
   e. give Us full in writing of any claim as soon as possible and give Us any information We need.
2. a. We can take over and conduct in the name of an Insured Person, any claim or legal proceedings where possible at any time. We can negotiate any claim on behalf of an Insured Person.
   b. An Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if:
      i. We agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
      ii. there is a conflict of interest, We may choose not to accept an Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Representative in these circumstances, the Insured Person may choose another suitably qualified person.
   c. In all circumstances except those in 2 above, We are free to choose a Representative.
   d. Any Representative will be appointed by Us to represent the Insured Person according to Our standard terms of appointment. The Representative must cooperate fully with Us at all times.
   e. We will have direct contact with the Representative.
   f. An Insured Person must co-operate fully with Us and the Representative and must keep Us up to date with the progress of the claim.

g. An Insured Person must give the Representative any instructions that We require.

3. a. An Insured Person must tell Us if anyone offers to settle a claim.
   b. If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay any further Legal Costs.
   c. We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4. An insured person must:
   a. tell the Representative to have the Legal Costs taxed, assessed or audited, if We ask for this;
   b. take every step to recover Legal Costs that We have to pay, and must pay Us any Legal Costs that are recovered.
5. If the Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Representative.
6. If an Insured Person settles a claim or withdraws it without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to reclaim from You Legal Costs We have paid.
7. Apart from Us, You are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it.
8. If there is a disagreement between the Insured Person and Us about the handling of a claim and it is not resolved through Our internal complaints procedure the Insured Person can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the Insured Person and Us. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide.
9. We may require the Insured Person to get, at their own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between the Insured Person and Us. Subject to this We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.
10. We will, at Our discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or We will not pay the claim if:
    a. a claim the Insured Person has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
    b. a false declaration or statement is made in support of a claim.
11. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
12. This Motor Policy will be governed by Irish Law. All acts of the Oireachtas within this section wording shall include any amendment or replacement legislation.

Data protection

To comply with the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto) we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

Who we are

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625.

Registered address: 1 Hatch Street Upper Dublin 2, D02 PY28.
ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Allgemeine Versicherungs-AG. trading as ARAG Insurance Company Limited is authorised and registered by the Federal Financial Supervisory Authority, BaFin in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited.

The uses of your personal data by us is covered by our registration with the Office of the Data Protection Commissioner. ARAG Legal Protection Limited has a Data Protection Officer who can be contacted through info@ARAG.ie.

How we will use your information

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the ARAG Group. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the Gardaí and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning ARAG. A copy is also accessible and can be downloaded via our website.

What is our legal basis for processing your information?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

How long will your information be held for?

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at info@arag.ie

What are your rights?

You have the following rights in relation to the handling of your personal data:

You have the right to access personal data held about you

You have the right to have inaccuracies corrected for personal data held about you

You have the right to have personal data held about you erased

You have the right to object to direct marketing being conducted based upon personal data held about you

You have the right to restrict the processing for personal data held about you, including automated decision-making

You have the right to data portability for personal data held about you

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
ARAG Legal Protection Limited
1 Hatch Street Upper,
Dublin 2, D02 PY28

Or via email: info@ARAG.ie

How to make a complaint

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Office of the Data Protection Commissioner for a decision. The Data Protection Commissioner can be contacted at:

Data Protection Commissioner
Canal House, Station Road,
Portarlington R32 AP23
Co. Laois
www.dataprotection.ie

Section 12: Endorsements

027 Restriction of cover for Drivers under 25 years of age

We will not be liable under Section 2 – Loss of or Damage to Your Car of this Policy while Your Car is being driven by, or is in the charge of (for the purpose of being driven by), any person under 25 years of age.

031 Restriction of cover for Drivers holding a Provisional Licence or Learner Permit

We will not be liable under Section 2 – Loss of or Damage to Your Car of this Policy while Your Car is being driven by, or is in the charge of (for the purpose of being driven by), any person who holds a provisional licence or learner permit.

WC2500 Distance Declaration

The cover provided by Section 2 - Loss or Damage to Your Car is limited to Fire & Theft cover if Your Car travels more than 2,500 kilometres in the current Period of Insurance

WC5000 Distance Limitation

The cover provided by Section 2 - Loss or Damage to Your Car is limited to Fire & Theft Cover if Your Car travels more than 5,000 kilometres in the current Period of Insurance

WC7500 Distance Limitation

The cover provided by Section 2 - Loss or Damage to Your Car is limited to Fire & Theft Cover if Your Car travels more than 7,500 kilometres in the current Period of Insurance

This insurance is underwritten by:

Accelerant Insurance Europe SA, Registered Office:
Bastion Tower, Place du Champs de Mars 5, 1050 Brussels, Belgium
Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

ARAG Insurance Company Limited, registered office: 1 Hatch Street Upper, Dublin 2, D02 PY28
ARAG Insurance Company Limited is an Irish branch of ARAG Allgemeine Versicherungs-AG.
ARAG Insurance Company Limited is authorised by the Federal Financial Supervisory Authority, BaFin in Germany and is regulated by the Central Bank of Ireland for conduct of business rules. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

Mawdy, registered office: 22 – 26, Prospect Hill, County Galway, Ireland.
Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economíca y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.
Company Registration number 903874.

Policies are arranged and administered by:

Ornella Underwriting Limited.
Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.



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e info@ornellaunderwriting.ie **w** www.ornellaunderwriting.ie

OU/ECI PB (02/25)