Private Car Insurance

Policy Document

ARRANGED BY:
Footprint Underwriting DAC t/a Footprint Underwriting is registered in Ireland.
Footprint Underwriting DAC tla Footprint Undenvriting is regulated by the Central Bank of Ireland (Ref: CI 20744).

UNDERWRITTEX BY:
Wakam is registered in France.
Wakam is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), France and is regulated by the Central Bank of Ireland for Conduct of Business Rules (Reference C55305).

Emergency Helpline:

We are here to help you – 24 hours a day, 365 days a year

We are committed to providing our customers with an exceptional level of service, especially when the unexpected happens and you need our help and assistance.

Our aim is to provide a swift and efficient response, so it is important that you contact us immediately about any accident or incident likely to give rise to a claim. Please have your policy number to hand.

We recommend that you notify your insurance broker of any accident or incident that you have notified to us.

We believe that you should only have to call one number:

- **Claims Assistance** **(01) 908 9030**

Call this helpline if you need to report an accident or incident which could result in a claim on your policy (regardless of blame), such as a road traffic accident, fire, theft, attempted theft or malicious damage.

Please refer to Pages 2 & 3 for Guidance Notes on what to do in the event of a claim.

- **Breakdown Assistance** **(01) 908 9030**

Call this helpline if your car breaks down and you either need roadside assistance, home-start, vehicle recovery, message relay or 'get you to your destination' service. This is a dedicated 24 hour service.

Please refer to "Section 8 - Breakdown Assistance" for more details.

- **Windscreen/Glass Damage** **(01) 908 9030**

Call this helpline if your windscreen glass or window glass is damaged and needs to be repaired or replaced (excluding sun roofs, glass roofs or panoramic windscreens). This is a dedicated 24 hour service.

Please refer to Additional Benefit 3 provided under both Section 2 and Section 3 for more details.

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Important Information

Thank you for purchasing a Footprint Underwriting private car insurance policy.

Our car insurance policy is sold exclusively through a network of insurance brokers and is based on information provided to us by you (or on your behalf) at the time you applied for this insurance - including information supplied verbally, in writing or any data entered electronically via your insurance broker's website.

You should keep a record of all information and documentation supplied to us and your insurance broker when taking out this insurance (including copies of all letters and e-mails).

It is very important that you understand what you are covered for under this insurance policy, so please read this Policy Document, the Schedule and the Certificate of Motor Insurance carefully and keep them in a safe place. You should pay particular attention to the sections relating to General Conditions and General Exceptions.

If these documents do not meet with your exact requirements or if you have any specific queries or concerns regarding the cover provided or the terms and conditions applied, then it is important that you contact your insurance broker immediately.

If you notice that any of the information shown in the above mentioned documents is incorrect or out of date, then it is important that you contact your insurance broker immediately so that the necessary changes are made. Failure to do so could invalidate this insurance policy, result in rejection of a claim or reduce the amount of any claim we pay.

Notification of changes which may affect your insurance cover:

It is important that you contact your insurance broker immediately to notify them of any changes which may affect your insurance cover. Some examples are:

- if you change the car you drive,
- if you want to make a change to the drivers permitted to use your car under this policy, whether this be on a permanent or temporary basis - such as adding new drivers or removing existing drivers,
- if you want to make a change to the main user of the car,
- if you want to make a change to the use of the car under this policy - such as adding business use,
- if you or any driver named on the policy change their occupation (full-time or part-time),
- if you or any driver named on the policy passes their driving test,
- if you or any driver named on the policy either makes a change to their driving licence, surrenders their driving licence or has their driving licence restricted or revoked,
- if you or any driver named on the policy is convicted of any criminal offence or have a prosecution pending, or incur a conviction, fine, fixed charge, penalty points, licence endorsement or have a prosecution pending in relation to any motoring offence,
- if the car you drive is changed or modified from the manufacturer's standard specification, including any chips fitted to the engine or specialist tuning designed to increase performance, or the addition of optional fit accessories such as body kits, spoilers, skirts or big bore exhausts,
- a change to either the postal address or the address at which the car is normally kept or area normally used,
- a change to either the garaging facilities or the place at which the car is normally parked overnight,
- a change to the annual mileage figure declared at the commencement or renewal of the policy for which you may have received a discount to the premium,
- if the car is involved in an accident or any incident that may result in a claim, no matter how trivial.

This is not an exhaustive list and if you are in any doubt as to whether or not a change may affect your cover, then you should contact your insurance broker immediately to discuss it with them. Failure to do so could invalidate this insurance policy, result in rejection of a claim or reduce the amount of any claim we pay.

Guidance Notes

What should I do in the event of an accident?

Regardless of blame, it is important that you take the following actions and contact us as soon as possible:

- **Stop, Think Safety & Call the Emergency Services**

The law requires any driver involved in an accident to stop at the scene of an accident for a reasonable time. Where the vehicle is causing an obstruction or a danger to other motorists, the positions of the vehicles should be marked and then moved off the carriageway to a safe place as quickly as possible.

If your car is severely damaged, do not try to push it to the side of the road unless the traffic has fully stopped and it is safe to do so. It is far safer to wait for the emergency services to attend and clear the road properly.

Turn on your hazard warning lights, and then put on a high-visibility vest so that other motorists can see you. If you are carrying a warning triangle and it is safe to do so, place this by the side of the road well before the accident to warn other motorists. If it is dark, use a torch so that you are clearly visible to other motorists.

Check to see if anybody has been injured. If so, you must call the Gardai and an ambulance immediately.

Find a safe place to stand, well away from the road so that you are not in any danger from oncoming motorists. **DO NOT** stand in the hard-shoulder or sit in your car as these can often be the most dangerous places to wait.

- **Take Notes, Exchange Details, Draw a Diagram & Take Photos**

You should make a note of the following:

- the precise time that the accident occurred,
- the weather conditions at the time of the accident (for instance, sunny, fair, raining, snowing, fog/mist),
- the road conditions at the time of the accident (for instance, dry, wet, icy, muddy),
- details of any obstacles in the road at the time of the accident (for instance, debris, animals),
- the lighting conditions at the time of the accident (for instance, daylight, dusk, twilight, dawn),
- the street lighting and positioning of street lights in relation to the scene of the accident,
- the registration number of any vehicles involved in the accident,
- the name, address and telephone number of any driver(s) involved in the accident,
- the name, address and telephone number of the vehicle owner,
- the Policy Number and Insurance Company shown on the Insurance Disc displayed in the windscreen,
- the number of passengers in each vehicle, and the name, address and telephone number of anyone who has been injured in the accident (or is suggesting that they have been injured),
- the name, address and telephone number of any witnesses to the accident,
- details of whether the airbags were deployed in your car or in any other vehicles involved in the accident,
- the name, station address and telephone number of the Gardai who attended the scene of the accident.

If it is safe to do so, you should draw a diagram and take photos of the scene of the accident, including:

- the precise location of the accident and approximate measurements, including details of the road layout (junctions, roundabouts etc.), road signs, road markings, traffic signals and any speed restrictions in place,
- the travelling direction and final position of each vehicle involved in the accident,
- photographs to support the extent of damage sustained to any vehicles or property.

If any other vehicles were involved in the accident or other property has been damaged, you must provide your name, address, telephone number, registration number and insurance details to anyone who has reasonable grounds to ask for them (including any independent witnesses at the scene of the accident).

If there are no injuries and damage is to property only, it is not necessary to report the accident to the Gardai provided the drivers exchange the necessary details listed to the person whose property has been damaged.

If you were not able to exchange details with other drivers or the owners of property at scene of the accident, or if you were involved in a collision with an animal, you are required by law to report the incident to the Gardai (or the local police if travelling abroad) as soon as possible and certainly within 24 hours of the accident.

Regardless of blame, DO NOT admit liability for an accident, either verbally or in writing.

- **Contact Us – Claims Assistance Helpline on (01) 908 9030.**

It is important that you contact us immediately about any accident or incident which could result in a claim.

Our experienced advisors will ask you some questions about the accident and take down some initial details. We will provide immediate help and assistance at the roadside, such as towing/recovering your damaged car, getting you to your destination and providing advice with regards to your courtesy car entitlement.

We will then advise you what to do next and send you a Claim Form, which you must complete, sign and return to us as soon as possible (but no later than 30 days from the date of accident) so that we can progress the claim.

Any correspondence relating to the accident received from third-parties, their insurers, their representatives or the authorities must be sent to us unanswered as soon as possible. You must inform us immediately if you receive notice of any prosecution or if other parties involved are to be prosecuted as a result of the accident.

Important Note: **Motor Insurers' Bureau of Ireland (Mibi)**

If you are involved in an accident with a visiting motorist from outside the country, you must report the accident to the Motor Insurers' Bureau of Ireland. If you like, we can assist you with this process.

For further information about the process and instructions on how to download the appropriate forms, visit the website at www.mibi.ie or e-mail info@mibi.ie.

You can also contact the Motor Insurers' Bureau of Ireland by writing to:

5 Harbourmaster Place, IFSC, Dublin 1.

Telephone Number: (01) 6769944. Fax Number: (01) 6761108.

What should I do if my car is stolen or damaged by attempted theft or malicious acts?

If your car is stolen or damaged as a result of attempted theft or malicious acts, you must report the matter immediately to the Gardai (or local police if travelling abroad) and obtain a crime reference number.

- **Contact Us – Claims Assistance Helpline on (01) 908 9030.**

It is important that you contact us immediately about any accident or incident which could result in a claim. Please have your policy number to hand when you call us.

Our experienced advisors will ask you some questions about the incident and take down some initial details. We will then advise you what to do next and send you a Claim Form, which you must complete, sign and return to us as soon as possible (but no later than 30 days from the date of incident) so that we can progress the claim.

Benefits of using our own panel of Approved Repairers

Vehicle Damage

We have our own nationwide panel of Approved Repairers to make the claims process as efficient as possible and if you avail of this service, we guarantee the following:

- they will recover your car from the scene of the accident and tow it to their garage (if it is unfit to drive);
- they will store your car safely overnight in order to protect it from further damage, vandalism or theft;
- they can order the necessary parts and commence repairs immediately;
- they will organise a courtesy car while your car is being repaired (subject to terms and conditions), which you can pick up from their garage or they will arrange to deliver it to your home or place of work;
- they will clean your car (both the inside and outside);
- they will deliver your car to your home or place of work when the repairs are completed; plus
- they will guarantee the repairs and any other work carried out for a minimum of three years.

You can choose to appoint your own repairer, but we will insist on you first obtaining and sending us a detailed schedule of works required and an estimate of costs. We will need to appoint an assessor or engineer to inspect the damaged vehicle and agree the schedule of works required and estimate of costs before repairs commence. You must not authorise repairs without our prior written permission.

If you choose to appoint your own repairer, we will not guarantee the repair work undertaken.

Glass Damage

In addition, we also have our own Approved Windscreen Repairer who is authorised to carry out any necessary repair or replacement of windscreen glass or window glass to make the claims process as efficient as possible.

If you avail of this service, not only will the amount we pay for the cost of repair or replacement be unlimited but we will guarantee the following:

- they will provide a 24 hour service, 7 days a week, 365 days a year;
- they have a dedicated nationwide service with depots located throughout Ireland;
- they offer a convenient mobile unit service - which means your windscreen glass or window glass can be repaired or replaced at your home or at your place of work;
- they can repair most windscreen chips - which means that the windscreen does not have to be removed;
- they bill us directly on your behalf, therefore there is no paperwork to complete;
- they guarantee all workmanship for as long as you own the vehicle.

You can choose to appoint your own repairer, but we will insist on you first providing an estimate of the costs.

If you choose to appoint your own repairer:

- we will not pay more than €50 inclusive of VAT per claim towards the cost of repair;
- we will not pay more than €200 inclusive of VAT per claim towards the cost of replacement;
- we will not guarantee the repair, replacement or workmanship.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this Policy Document, the **Schedule**, the **Certificate of Motor Insurance** and any **endorsements** and are shown in bold print throughout.

Approved Repairer

A motor vehicle repairer that **we** have approved and authorised to carry out any necessary works to repair any damage made to the **insured vehicle** following a valid claim made under this policy.

Approved Windscreen Repairer

A glass company that **we** have approved and authorised to carry out any necessary repairs or replacement of windscreen glass or window glass in the **insured vehicle** following a valid claim made under this policy.

Certificate of Motor Insurance

A document issued by **us**, which provides evidence of **your** motor insurance cover and is required by law. It shows the policy number, the registration number of the **insured vehicle**, details of who is insured to drive the **insured vehicle**, what the **insured vehicle** can be used for, what other cars **you** are allowed to drive and the **period of insurance**.

This document forms part of this contract of insurance.

Courtesy Car

A car loaned to **you** by our **approved repairer** (whether owned by or hired by our **approved repairer**), whilst the **insured vehicle** is being repaired or replaced following a valid claim under this insurance policy. This **courtesy car** is strictly for **your** personal use only.

In certain circumstances, a **courtesy car** may be loaned to **you** by **us** or by an assistance company.

Endorsement

A change made to the terms, conditions or exceptions of this policy which replaces or alters the standard insurance wording. Any **endorsements** applied will be shown on **your Schedule** and form part of this contract of insurance.

Excess

The amount that will be deducted from any agreed settlement of any valid claim made under this policy (where an **excess** is applicable), as shown on **your Schedule**.

The total **excess** will include the “standard **excess**" plus any "voluntary **excess**" which **you** selected in return for a discount on **your** premium.

Geographical Limits

We will provide insurance as set out in this policy for insured events which occur in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands, or whilst the **insured vehicle** is being transported between the above mentioned countries by road, rail, inland waterway or sea (including any insured events which occur during the loading and unloading of the **insured vehicle**).

In-Car Entertainment, Communication and Navigation Equipment

Any permanently fitted audio or visual equipment (such as radio, cassette, compact disc or DVD player), telephone, CB radio, electronic audio or visual navigation equipment or radar detection equipment.

Portable electronic devices (such as GPS navigation systems, DVD players, Tablets, i-Pods, MP3 players, mobile phones, games consoles), cassette tapes, compact discs or DVD's are not included in this definition.

Insurance Broker, Broker

The intermediary who has placed this insurance with **us**, who acts on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Insured Driver

You and any person named on **your Schedule** and the **Certificate of Motor Insurance**, or by **endorsement**, as being insured and entitled to drive under this policy.

Insured Vehicle

The private motor car (which has been taxed for private use only), the details and registration number of which are shown on **your Schedule** and the **Certificate of Motor Insurance**.

This definition extends to any other private motor car to which cover is transferred with **our** consent, whether on a permanent or temporary basis, during the **period of insurance** providing:

(i) **you** have given **us** full details of the private motor car concerned;

(ii) **you** have paid, or agree to pay, any additional premium that applies to this change; and

(iii) **we** have provided **you** with a **Certificate of Motor Insurance** for the private motor car concerned.

Please note that permanently fitted accessories are also included within this definition.

Please note that all commercial vehicles, vans, car-vans (i.e. a car or jeep that has no fixed seats in the back) and/or any vehicle which is not taxed for private use only are specifically excluded from this definition unless disclosed and agreed by **us**.

Market Value

The reasonable cost of replacing the **insured vehicle** at the time of the loss or damage with a similar vehicle of the same age, make, model, specification, mileage, general condition, ownership history and any other relevant factors as determined by an appointed motor assessor or engineer in conjunction with the published trade guide and other relevant sources. **We** may also use a specialist firm to determine the appropriate value of the **insured vehicle**.

Modifications not forming part of the standard vehicle specification are excluded unless they were fitted as a manufacturer's optional extra and disclosed and agreed by **us**.

If the **insured vehicle** was originally registered as new in a country other than the Republic of Ireland, any assessment of **market value** will take into account the fact that the car has been imported, but will not include any delivery costs incurred at the time of importation.

Period of Insurance

The period covered by this policy as shown on **your Schedule** and the **Certificate of Motor Insurance**, and any subsequent period for which **we** accept renewal of the insurance.

Proposal Form

The document relating to the application for insurance and declaration completed by **you**, or on **your** behalf, at the time this insurance was arranged. **We** have relied on the information provided on this form in entering into this contract of insurance.

Schedule

A document issued by **us**, which shows the policy number, the registration number of the **insured vehicle**, details of who is insured to drive the **insured vehicle**, what the **insured vehicle** can be used for, what other cars **you** are allowed to drive and the **period of insurance**. It also shows any **endorsements** operative.

This document forms part of this contract of insurance.

Spouse or Partner

Your husband, wife, civil partner or someone **you** are in a long-term permanent relationship with and who lives with **you** as if **you** were married to them.

Please note that the definition of 'partner' does not include any business partner or associate.

Statement of Fact

The document relating to the application for insurance that shows the information that was provided by **you**, or that was provided on **your** behalf, at the time this insurance was arranged. **We** have relied on the information provided on this form in entering into this contract of insurance.

Total Loss

We will consider the **insured vehicle** to be a 'total loss' if it is deemed to be either:

- statutory write-off - meaning that a suitably qualified assessor or engineer has determined that the vehicle cannot be repaired to a safe condition and is no longer fit for return to the road and therefore should be either destroyed or rendered for parts; or
- a financial write-off - meaning that a suitably qualified assessor or engineer has determined that the vehicle can be repaired to a safe condition but the total cost of repairs renders it uneconomic to do so; or
- a total loss by theft - meaning that the vehicle has not been located or recovered within 28 days after **you** reported the theft to **us** and to the Gardai (or the local police if travelling outside the Republic of Ireland), and it is still missing when **we** settle **your** claim.

We, Us or Our

In relation to the arrangement and administration of this policy (including claims handling if appropriate), **we**, **us** or **our** means Footprint Underwriting.

In relation to the cover provided under Sections 1 to 7 and the General Conditions and General Exceptions, **we**, **us** or **our** means the insurer, Wakam.

In relation to the cover provided under Section 8 only and the General Conditions and General Exceptions, **we**, **us** or **our** means the insurer, ARAG Legal Protection Limited.

You or Your

The person named as "the Insured" on the **Schedule** and the **Certificate of Motor Insurance**.

Introduction to your Insurance Policy

This policy consists of the following documents:

- this Policy Document,
- the **Schedule** (including any endorsements or updates),
- the **Certificate of Motor Insurance** and Insurance Disc.

You must read these documents in conjunction with each other and it is important that **you** understand exactly what **you** are covered for under this policy. This policy is a legal document and should be kept in a safe place.

The cover **we** provide is subject to terms, conditions and exceptions, so **you** should pay particular attention to the sections relating to the General Conditions and General Exceptions and also any **endorsements** that apply.

If these documents do not meet with **your** exact requirements or if **you** have any specific queries or concerns regarding the cover provided or the terms and conditions applied, then it is important that **you** contact **your insurance broker** immediately.

If **you** notice that any of the information shown in the above mentioned documents is incorrect or out of date, then it is important that **you** contact **your insurance broker** immediately to ensure that any necessary changes can be made. Failure to do so could invalidate this insurance policy or result in rejection of a claim or reduce the amount of any claim **we** pay.

Contract of Insurance

This policy is evidence of a legally binding contract of insurance between **you** and **us**, and cannot be transferred to anyone else without **our** prior written agreement. Nobody other than **you** and **us** have any rights that they can enforce under this contract of insurance except for those rights that they have under road traffic law in any country in which this insurance applies.

This contract of insurance is entered into on the basis that information provided to **us** by **you** (or on **your** behalf) at the time **you** applied for this insurance, whether supplied verbally, in writing or entered electronically via **your insurance broker's** website, is complete and accurate and that **you** have taken all reasonable care to answer the questions asked honestly, accurately and to the best of **your** knowledge.

The information provided to **us** by **you** (or on **your** behalf) at the time **you** applied for this insurance is shown on the **Proposal Form** and Declaration that **you** signed or the **Statement of Fact** and Declaration issued to **you**. This information forms the basis of the contract of insurance, from which **your** policy has been prepared.

On the provision that **you** have paid, or agree to pay, the premium, **we** agree to provide **you** with this insurance in accordance with the cover shown on the **Schedule**, against liability, death, bodily injury, loss or damage that occurs within the **geographical limits** during the **period of insurance** or any subsequent period for which **we** may accept payment for renewal of this policy and issue a **Certificate of Motor Insurance** and **Schedule**.

We will only provide the insurance described in this policy if:

- the information provided on the **Proposal Form** and Declaration or **Statement of Fact** and Declaration is complete and accurate to the best of **your** knowledge; and
- **you** or any person claiming to be insured under this policy has complied with all of the terms, conditions and exceptions of this policy and any **endorsements** that apply.

You must comply with the above mentioned conditions. Failure to do so could invalidate this insurance policy, result in rejection of a claim or reduce the amount of any claim **we** pay.

THIS POLICY IS ARRANGED & ADMINISTERED BY:

Footprint Underwriting DAC.

Address: Footprint Underwriting,

First Floor, Whelan House, South County Business Park, Leopardstown, Dublin 18.

Telephone: (01) 908 9040.

Footprint Underwriting DAC trading as Footprint Underwriting is registered in Ireland.

Registered No.: 521505.

Registered Office: First Floor, Whelan House, South County Business Park, Leopardstown, Dublin 18.

Footprint Underwriting DAC trading as Footprint Underwriting is regulated by the Central Bank of Ireland.

SECTIONS 1 TO 7 OF THIS POLICY ARE UNDERWRITTEN BY:

Wakam.

Address: 120 - 122 Rue Reaumur, 75002 Paris, France.

Wakam is registered in France.

Registered No.: 562 117 085

Registered Office: 120 - 122 Rue Reaumur, 75002 Paris, France.

Wakam is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), France and is regulated by the Central Bank of Ireland for Conduct of Business Rules (Reference C55305).

SECTION 8 OF THIS POLICY ARE UNDERWRITTEN BY:

ARAG Legal Protection Limited.

Address: ARAG Legal Protection Limited

1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland.

ARAG Legal Protection Ltd, operating in the Republic of Ireland is part of the global ARAG Group.

ARAG Legal Protection Ltd is registered in Ireland.

Registered No.: 639625.

Registered Office: 1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland.

ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland

Regulatory Status

Footprint Underwriting DAC trading as Footprint Underwriting is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers.

Full details of the above can be found on the Central Bank of Ireland's website at www.centralbank.ie.

Law applicable to this Contract of Insurance

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

Notwithstanding the provisions of arbitration within this policy, the Irish Courts will have jurisdiction to hear any dispute regarding **your** policy, unless otherwise stated in the policy terms and conditions.

Language applicable to this Contract of Insurance

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of this policy.

Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been paid or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (or future amendments).

Insurance Act 1936

All monies which become or may become payable by **us** under this policy, in accordance with Section 93 of the Insurance Act 1936 (or future amendments), shall be payable and paid in the Republic of Ireland.

Currency

All monies payable under this policy will be paid in Euros, unless specifically stated to the contrary.

Signed on behalf of Footprint Underwriting:



Simon Richards - Managing Director

Cancellation within the Cooling-Off Period

You have the right to cancel **your** policy within 14 days of the start date or renewal date of the policy or the date on which **you** receive **your** policy documents, whichever is later, providing there has been no claim made.

To do this, **you** simply need to contact **your insurance broker**.

Please note that if **you** cancel this policy, then all cover and policy benefits provided by this insurance shall automatically be cancelled on the same date.

Cancellation by any party shall be without prejudice and will not affect any rights, claims or responsibilities arising prior to the effective date of the cancellation or the expiry date of any written notice of cancellation.

You must immediately return **your Certificate of Motor Insurance** and the Insurance Disc before **we** can proceed with the cancellation. Please note that the effective date of cancellation will be the date of receipt of the above mentioned documentation or the date specified by **you**, whichever is later.

If, at the effective date of the cancellation, **your** policy has not yet commenced, **we** will cancel **your** policy and refund the premium in full.

If, at the effective date of the cancellation, **your** policy has already commenced, **we** will cancel **your** policy and refund the premium relating to the remaining **period of insurance** on a pro-rata basis, providing that **you** have not made a claim or there is no incident that is likely to result in a claim during the current **period of insurance**.

We will not issue any refund of premium until both the **Certificate of Motor Insurance** and Insurance Disc have been returned to **us**.

We will inform the Department of Transport, Tourism and Sport when **your** policy has been cancelled.

In the event of an accident, incident or claim being reported to **us** within the cooling-off period (or afterwards), **we** reserve the right to retain the premium **you** have already paid in full or to demand the premium in full. Should an accident, incident or claim be reported to **us** after the cooling-off period, **we** reserve the right to reclaim any amount of premium **we** have already refunded to **you**.

If **you** wish to cancel **your** policy after the 14 days cooling-off period, please refer to the General Conditions, specifically 13. Cancellation after the Cooling-Off Period.

General Conditions

The following General Conditions apply to the whole of this insurance policy.

1. Duty of Disclosure of Material Facts

We will only provide the cover described in this insurance policy if in entering into this contract **you** have taken all reasonable care to answer the questions asked honestly, accurately and to the best of **your** knowledge.

The information provided to **us** by **you** (or on **your** behalf) at the time **you** applied for this insurance is shown on the **Proposal Form** and Declaration that **you** signed or the **Statement of Fact** and Declaration issued to **you**. This information forms the basis of the contract of insurance, from which **your** policy has been prepared.

You must contact **your insurance broker** immediately if the information shown in the above document is incorrect or out of date, so that the necessary changes are made and they let **us** know about any material facts. Material facts are those facts which might influence **our** acceptance or assessment of a proposal, and if **you** are in any doubt as to whether a fact is material **you** should disclose it to **your insurance broker**.

Duty of disclosure of a material fact continues throughout the life of the policy.

Failure to disclose any material facts or to take all reasonable care to avoid misrepresentation in relation to the information provided may result in **us** taking one or more of the following actions:

- declare the policy void (i.e. treat it as if the policy never existed);
- reject any claim made under this policy or reduce the amount of any claim **we** pay under this policy;
- seek recovery from **you** of the amount of any claim that **we** have already paid under this policy;
- amend the terms and conditions applicable to this policy;
- charge an additional premium to reflect any additional risk.

2. Duty of Disclosure of Motoring Offences

If **you**, or any **insured driver**, incur a conviction, fine, fixed charge notice, penalty points, licence endorsement or have a prosecution pending in relation to any motoring offence under the Road Traffic Acts, this is considered to be a material fact and the following information must be disclosed to **your insurance broker**:

- the type of motoring offence committed and the penalty imposed (i.e. imprisonment, disqualification, fine, fixed charge, penalty points, licence endorsement);
- the length of any disqualification from driving, the monetary value of any fine or fixed charge notice or the number of penalty points imposed for the offence;
- the date on which the motoring offence took place and/or the date of conviction;
- the name of the driver who committed the offence and their Driver Number (shown on driving licence).

If any offence, for which **you** or any **insured driver** has been convicted in the expiring **period of insurance**, has not been considered when calculating **your** renewal terms and premium, **we** may at **our** discretion include the offence in subsequent **periods of insurance**.

3. Duty to comply with the Terms, Conditions and Exceptions

We will only provide the cover described in this insurance policy if **you** or any person claiming protection observes, fulfils, complies with and has kept to the terms, conditions and exceptions of this policy (including those applied by **endorsement**) as far as they can apply.

In the event of the death of any person who would have been insured under this policy, **we** will transfer the benefit of this insurance to their legal personal representatives providing the legal personal representatives shall, as though they were the insured, observe, fulfil, comply with and be subject to the terms, conditions and exceptions of this policy (including those applied by **endorsement**) as far as they can apply.

4. Payment of Premium

We will only provide the cover described in this insurance policy if **you** have paid or agreed to pay the premium for the current **period of insurance** and any additional premium which becomes due.

Your premium is based on information provided to **us** by **you** (or on **your** behalf) at the time **you** applied for this insurance, subsequent amendment or renewal. **You** must contact **your insurance broker** immediately to notify them of any change which may affect **your** insurance cover, so that **we** can consider any change in risk and amend **your** premium accordingly if agreed.

- **Paying your premium in full:**

If **you** decide to pay **your** annual premium in full, **you** must ensure that **your insurance broker** is in receipt of the total premium on or before the start date of cover (or the renewal date in subsequent **periods of insurance**). Should **you** fail to do so, **your insurance broker** may at their discretion instruct **us** to cancel this insurance.

- **Paying your premium by instalments:**

If **you** decide to pay **your** annual premium by instalments under a facility arranged by **your insurance broker**, **you** must ensure that payments are kept up to date. Should **you** fail to do so, **your insurance broker** may at their discretion instruct **us** to cancel this insurance in accordance with any default notice sent to **you**.

This policy will only be cancelled by **us** for non-payment of premium after sending **you** a 10 days written notice of cancellation to the address shown on the current **Certificate of Motor Insurance**.

We will inform the Department of Transport, Tourism and Sport when **your** policy has been cancelled.

If an accident, incident or claim has already been reported to **us** or if there has been an accident or incident that is likely to result in a claim during the **period of insurance**, **we** reserve the right to request full payment of any outstanding or overdue premium.

5. Deliberate Acts

We will not provide the cover described in this insurance policy for loss or damage caused deliberately by **you**, by any **insured driver** or any person who is driving or is in charge of the **insured vehicle** with **your** permission.

Should it be proved to **our** satisfaction following the accident or incident that the loss or damage was caused deliberately, **we** will be entitled to recover all monies paid in respect of any loss or claim arising from the accident or incident from **you**.

6. Duty of Care

You or any **insured drivers** must take all reasonable care to safeguard the **insured vehicle** and its contents from loss or damage and to prevent accidents that may cause death, bodily injury or loss or damage to other property.

You or any **insured drivers** are required to keep and maintain the **insured vehicle** in a roadworthy condition.

The **insured vehicle** must have a valid National Car Test Certificate (NCT) throughout the **period of insurance** if one is required by law. The certificate is proof that the **insured vehicle** has been tested for roadworthiness. The absence of a National Car Test Certificate (NCT) could invalidate cover provided by this insurance policy, result in rejection of a claim or reduce the amount of any claim **we** pay.

You must allow **us** (or **our** authorised representative) free access to examine the **insured vehicle** at any time.

You must not leave any key(s), lock or ignition activator(s) or entry card(s) (for a keyless entry system) or any other type of alarm, immobiliser or security device activator(s) in or on the **insured vehicle** while it is left unattended, and all doors, boot, tailgate, windows, panoramic roof or any form of sliding or removable roof or hood must be locked and secured while the **insured vehicle** is left unattended. If the **insured vehicle** is fitted with an alarm, immobiliser, tracker or any other form of manufacturer's standard security device, **you** must ensure that such security devices are activated and fully operational while the **insured vehicle** is left unattended.

Failure to comply with this condition could invalidate cover provided by this insurance policy, result in rejection of a claim or reduce the amount of any claim **we** pay.

7. Policy Amendments, Additional and Return Premiums

You must contact **your insurance broke**r immediately to notify them of any change which may affect **your** insurance cover, as detailed under "Notification of changes which may affect your insurance cover" on Page 1. If **you** are in any doubt as to whether any change affects **your** insurance cover, **you** should contact **your insurance broker** immediately to discuss it with them.

We reserve the right to reassess the risk posed following the notification of any change if **we** consider that change to be a material fact. At **our** discretion, **we** may choose to accept or decline the proposed changes or amend the terms and conditions, the premium and/or the cover provided by this policy.

If **we** accept any proposed change(s) and provide a new **Certificate of Motor Insurance** and Insurance Disc, **you** must return the old **Certificate of Motor Insurance** and Insurance Disc to **your insurance broker**.

If **you** make an amendment to **your** policy during the **period of insurance**, **we** will re-calculate **your** premium according to the change(s). This may result in an additional premium due to **us**, or a return premium due to **you**.

We may apply an administration charge (as shown under the Policy Amendment section on **your Schedule**) depending on the type of amendment made. Where applicable, this administration charge will be added to any additional premium due to **us**, or deducted from any return premium due to **you**.

We will not charge **you** for additional premiums of less than €15.00 (including the administration charge) nor refund **you** return premiums of less than €15.00 (including the administration charge).

We will only refund **you** return premium if:

- **you** have not made a claim and there is no accident or incident that is likely to result in a claim that has arisen during the current **period of insurance**; and
- **you** have provided all the documentation **we** need in order to carry out the proposed change(s); and
- **you** return the old **Certificate of Motor Insurance** and Insurance Disc to **your insurance broker**.

8. Cancellation after the Cooling-Off Period

Please note that if **you** cancel this policy, or if it is cancelled by **your insurance broker** or by **us** for any reason, then all cover and policy benefits provided by this insurance shall automatically be cancelled on the same date.

Cancellation by any party shall be without prejudice and will not affect any rights, claims or responsibilities arising prior to the effective date of the cancellation or the expiry date of any written notice of cancellation.

If **you** wish to cancel **your** policy within the cooling-off period, please refer to Page 11 for more information.

- **Cancellation by You**

You may cancel **your** policy at any time by contacting **your insurance broker**.

You must immediately return **your Certificate of Motor Insurance** and the Insurance Disc before **we** can proceed with the cancellation. Please note that the effective date of cancellation will be the date of receipt of the above mentioned documentation or the date specified by **you**, whichever is later.

- **Cancellation by Us**

We may cancel **your** policy by sending **you** a 10 days written notice of cancellation to the address shown on the current **Certificate of Motor Insurance**.

You must immediately return **your Certificate of Motor Insurance** and the Insurance Disc.

In either event:

Providing that **you** have not made a claim or there is no incident that is likely to result in a claim during the current **period of insurance**, **we** will cancel **your** policy and refund the premium relating to the remaining **period of insurance** as calculated on a pro-rata basis. **We** will apply an administration charge (as shown under the Cancellation section on **your Schedule**), which will be added to any additional premium due to **us**, or deducted from any return premium due to **you**.

We will not refund **you** return premiums of less than €15.00 (including the administration charge).

We will not issue any refund of premium until both the **Certificate of Motor Insurance** and Insurance Disc have been returned to **us**.

We will inform the Department of Transport, Tourism and Sport when **your** policy has been cancelled.

If an accident, incident or claim has already been reported to **us** prior to the effective date of the cancellation, or if there has been an accident or incident that is likely to give rise to any claim during the **period of insurance**, **we** reserve the right to retain the premium **you** have already paid in full or to demand the premium in full.

Should an accident, incident or claim be reported to **us** after effective date of the cancellation, **we** reserve the right to demand the premium in full and/or reclaim any amount of premium **we** have already refunded to **you**.

9. Making a Claim

In the event of an accident or incident likely to give rise to a claim which is covered under this insurance policy, **you**, **your** legal representative or any person claiming the benefit of this insurance must contact **us** immediately (or at the latest by the next working day) on the Emergency Helpline (01) 908 9030.

You must provide all the necessary details and information that **we** require about the accident or incident so that **our** claims handler or appointed representatives can assist **you** accordingly.

If the **insured vehicle** has been involved in an accident and cannot be safely driven in its damaged condition, **our** claims handler or appointed representatives will make arrangements to recover the **insured vehicle** from the scene of the accident to the nearest **approved repairer**, competent repairer or to the nearest place of safety to safeguard the **insured vehicle** and its contents. **We** will not pay for further damage to the **insured vehicle** caused by **you** or any **insured driver** driving it or attempting to drive it in a damaged condition, except where the **insured vehicle** is causing an obstruction or a danger to other motorists or in an effort to prevent further damage being caused to the **insured vehicle**.

If the **insured vehicle** has been stolen and recovered or damaged by attempted theft or malicious damage, **our** claims handler or appointed representatives will make arrangements to recover the **insured vehicle** from the scene of the incident to the nearest **approved repairer**, competent repairer or to the nearest place of safety to safeguard the **insured vehicle** and its contents. **We** will not pay for further damage to the **insured vehicle** caused by **you** or any **insured driver** driving it or attempting to drive it in a damaged condition, except where the **insured vehicle** is causing an obstruction or a danger to other motorists or in an effort to prevent further damage being caused to the **insured vehicle**.

You must immediately report any incident involving the theft or attempted theft of, or malicious damage to the **insured vehicle** to **us** and to the Gardai (or the local police if travelling outside the Republic of Ireland), and send **us** a copy of the Garda report or obtain a crime reference number. The Garda report must clearly state that loss of or damage to the **insured vehicle** was the result of theft, attempted theft or malicious damage.

If requested, **you**, **your** legal representative or any person claiming the benefit of this insurance must:

- complete, sign and return the Claim Form as soon as is reasonably possible, enclosing any supporting information and documentation that **we** may require in order to progress the claim; and
- provide any form of vehicle documentation relating to registration, ownership, importation or condition of the **insured vehicle** or any other vehicle covered by this insurance; and
- provide original copies of the Driving Licence relating to **you** or any **insured driver**.

Failure to provide any of the above mentioned information or documentation may result in rejection of a claim or reduce the amount of any claim **we** pay.

In addition, **you**, **your** legal representative or any person claiming the benefit of this insurance must:

- notify **us** immediately in writing if **you** become aware of any indication of a claim being made in connection with any accident or incident for which there may be liability under this insurance policy; and
- notify **us** immediately in writing if **you** become aware of any impending prosecution, coroner's inquest or fatal accident enquiry or any other criminal or civil proceedings being made in connection with any accident or incident for which there may be liability under this insurance policy; and
- immediately send **us** any letters, claim, writ, legal summons or similar document by post, before either signing or replying to them; and
- co-operate fully and give **us** all reasonable assistance in investigating or handling any claim.

10. Claims Procedures

No admission of liability for an accident (either verbally or in writing), offer of payment, promise of payment or negotiation shall be made by **you**, **your** legal representative or any person claiming the benefit of this insurance, except with **our** written consent.

You, **your** legal representative or any person claiming the benefit of this insurance must not commence proceedings against or accept settlement from any other party, except with **our** written consent.

We shall have full discretion in the conduct of any proceedings or in the negotiation or settlement of any claim and shall be entitled at any stage during a claim to:

- take over and carry out legal proceedings to defend, to prosecute or to settle any claim, in **your** name or in the name of any person covered by this insurance, for **our** own benefit; and
- decide how legal proceedings are to be conducted and **you**, **your** legal representatives or any person covered by this insurance must give **us** all reasonable assistance in connection therewith and shall act at all times in **our** best interests; and
- agree settlement of any claim or part thereof without reference to **you**, **your** legal representatives or any person covered by this insurance.

We shall also be entitled to instruct and provide information about **you** or any person covered by this insurance, to other people such as suppliers, private investigators and loss adjustors.

11. Right of Recovery

If under the law of any country in which this policy applies, or an agreement between insurers and government says that **we** must make any payment on **your** behalf which **we** would not otherwise have paid under this policy, **we** reserve the right to seek recovery of the amount from **you** or the person responsible for causing the accident or incident.

Any payment that **we** have to make because **we** are required to do so by compulsory insurance law or by an agreement between insurers and government (for example, the Motor Insurers' Bureau of Ireland agreement), will prejudice **your** No Claims Bonus.

12. Other Insurances

If at the time of any valid claim, **you** have another insurance policy covering the same loss, damage or liability, **we** will only pay **our** proportionate share of the claim.

If at the time of any valid claim, any other 'insured person' (defined under Section 1 and Section 8) has another insurance policy covering the same loss, damage or liability, **we** will not pay any part of the claim.

This condition does not apply to any claim made under Section 5 - Personal Accident & Medical Expenses where the claim relates to the following benefits:

- 1. Personal Accident for You; or
- 2. Personal Accident for Insured Drivers and/or Passengers.

13. Misrepresentation and Fraud

We will only provide the cover described in this insurance policy if **you** (or any person acting on **your** behalf) have entered into this contract honestly and continue to act honestly throughout the duration of this contract.

We may take the action shown below if **you** (or any person acting on **your** behalf):

- fail to disclose a material fact, deliberately misrepresent or knowingly withhold relevant information from **your insurance broker**, from **us** or from anyone acting on **our** behalf; or
- make a statement to **your insurance broker**, to **us** or to anyone acting on **our** behalf, knowing that the statement is not true; or
- provide any form of documentation to **your insurance broker**, to **us** or to anyone acting on **our** behalf, knowing that the documentation is false or forged; or
- make a claim under the policy, knowing that the claim is false, exaggerated or fraudulent in any way; or
- make a claim under the policy for loss or damage caused deliberately by **you**, by any **insured driver** or any person who is driving or is in charge of the **insured vehicle** with **your** permission.

We may take one or more of the following actions:

- reject any claim made under this policy or reduce the amount of any claim **we** pay under this policy;
- declare this policy void, (i.e. treat it as if this policy never existed);
- seek recovery from **you** of the amount of any claim that **we** have already paid under this policy.

If **you**, or any person acting on **your** behalf, fraudulently provides false information, statements or documents or makes a false, exaggerated or fraudulent claim of any kind, **we** will inform An Garda Siochana and may also notify the relevant anti-fraud databases (such as Insurance Ireland's anti-fraud claims matching database).

We shall also be entitled to instruct and provide information about **you** or any person covered by this insurance, to other people such as private investigators to investigate a claim.

For **our** joint protection, telephone calls in relation to this insurance may be recorded and monitored by **us**.

14. Dispute Resolution

Any dispute between **you** and **us** in relation to a claim made under this insurance policy which cannot be settled, may be referred to the Financial Services Ombudsman's Bureau.

If the Financial Services Ombudsman's Bureau will not deal with the dispute, then both parties may agree to refer the dispute to arbitration.

If both parties cannot agree on the appointment of an arbitrator, then the President of the Law Society of Ireland will decide on the arbitrator, and the decision of that arbitrator will be final and binding on both **you** and **us**.

If the dispute has not been referred to arbitration within twelve months, **we** will treat the claim as abandoned.

15. Suspension of Cover or Rebate for Laying Up

If the **insured vehicle** is laid up and out of use, **you** can ask **us** to suspend the cover provided by this policy.

You may wish to suspend all cover provided by this policy or simply part of the cover provided by this policy, with the exception of Section 2 - Loss of or Damage to the Insured Vehicle caused by Fire or Theft.

You must immediately return **your Certificate of Motor Insurance** and the Insurance Disc before **we** can proceed with this change, along with confirmation of **your** instruction to suspend cover under this policy. Please note that the effective date of suspension will be the date of receipt of the above mentioned documents or the date specified by **you**, whichever is later.

We will calculate a pro-rata refund of premium relating to the period of suspension and level of cover provided by the policy during the period of suspension and return this to **you** when the policy is re-instated, providing:

- the policy is suspended for a minimum of 28 consecutive days;
- the policy is not issued or renewed for less than 12 months;
- the **insured vehicle** is not laid up and out of use as a result of an accident or loss;
- **you** have not made a claim and there is no claim pending or incident that is likely to result in a claim during the current **period of insurance**.

We will apply an administration charge (as shown under the Policy Amendment section on **your Schedule**), which will be deducted from any refund.

We will not refund **you** return premiums of less than €15.00 (including the administration charge).

If **you** pay **your** premium by instalments, **you** must continue to make payments during the period of suspension. Should **you** fail to do so, **your insurance broker** may at their discretion instruct **us** to cancel this insurance following and in accordance with any default notice sent to **you**.

If an accident, incident or claim has already been reported to **us** prior to the reinstatement of the suspension, or if there has been an accident or incident that is likely to give rise to any claim during the period of suspension, **we** reserve the right to retain the premium **you** have already paid in full or to demand the premium in full.

Should an accident, incident or claim be reported to **us** after reinstatement of the suspension, **we** reserve the right to demand the premium in full and/or reclaim any amount of premium **we** have already refunded to **you**.

16. Car Sharing

When the **insured vehicle** is being used for social purposes as part of a car sharing or pooling arrangement to carry passengers and **you** receive contributions towards the cost of such journeys, **we** will not consider it to be using the **insured vehicle** for hire and reward as long as:

- the total number of people travelling in the **insured vehicle** is not more than the vehicle manufacturer's recommended limit; and
- the **insured vehicle** is not built or adapted to carry more than eight people (including the driver); and
- the **insured vehicle** is not used to carry passengers as customers of a passenger carrying business; and
- the total contributions received do not result in a financial profit being made from this arrangement.

Insurance Provided – Sections of Cover applicable

The level of cover provided by this insurance is shown on **your Schedule** under the heading "Policy Cover".

There are three levels of cover available and the specific Sections of this Policy Document that apply for each level of cover are shown below:

Third Party Only	Third Party Only cover provides cover to an 'insured person' against their legal liability arising from the use of the **insured vehicle** for: • injuries to other people • damage to other peoples' property • accidents caused by passengers or by any **insured driver** No cover is provided for loss of or damage to the **insured vehicle**. **Sections 1, 6 and 8 of this insurance policy are operative.** **Section 7 – Full Protection No Claims Bonus only applies to your policy if you have chosen to purchase this optional level of protection, which will be shown on your Schedule as "Full Protection".**
Third Party, Fire & Theft	Third Party, Fire & Theft cover provides same cover as Third Party Only, and includes additional cover for loss of or damage to the **insured vehicle** itself caused by fire, lightning, explosion, theft, attempted theft and/or malicious damage. **Sections 1, 2, 4, 5, 6 and 8 of this insurance policy are operative.** **Section 7 – Full Protection No Claims Bonus only applies to your policy if you have chosen to purchase this optional level of protection, which will be shown on your Schedule as "Full Protection".**
Comprehensive	Comprehensive cover is the most extensive level of cover available and provides the Third Party, Fire & Theft cover and Third Party Only cover, and also includes additional cover for accidental damage caused to the **insured vehicle** itself. This level of cover automatically includes the Uninsured Driver Promise. **Sections 1, 2, 3, 4, 5, 6 and 8 of this insurance policy are operative.** **Section 7 – Full Protection No Claims Bonus only applies to your policy if you have chosen to purchase this optional level of protection, which will be shown on your Schedule as "Full Protection".**

Cover is subject to change if subsequent **endorsements** have been applied to **your Schedule**.

Please note that the General Conditions and the General Exceptions apply to the whole policy.

Section 1 – Liability to Third Parties

This Section applies to all policies, regardless of the level of cover shown on **your Schedule**.

What is covered:

1. Use of the Insured Vehicle

For the purpose of cover provided under "1. Use of the Insured Vehicle", the term 'insured person' means:

- **you** or any **insured driver**, who is driving the **insured vehicle** with **your** permission,
- any person using (but not driving) the **insured vehicle** with **your** permission for social, domestic and pleasure purposes,
- the employer or business partner of **you** or any **insured driver**, in the event that the accident occurs while the **insured vehicle** is being used for business purposes by that person and providing that the current **Certificate of Motor Insurance** entitles that person to the relevant class of business use cover (and that the **insured vehicle** is not owned by, hired by or leased to **your** or the **insured driver's** employer or business partner).

At **your** request, **we** will extend the cover provided to include the legal liability of any passenger whilst being carried in the **insured vehicle**, or whilst getting into or out of the **insured vehicle** or its attached trailer, caravan or broken-down car being towed by the **insured vehicle**, providing that the passenger:

- is not driving the **insured vehicle** or in charge of the **insured vehicle** for the purposes of driving, and
- shall, as though they were the insured, observe, fulfil and be subject to the terms, conditions, exceptions and general exceptions of this policy in so far as they can apply.

In the event of the death of any person who would have been insured under this Section, **we** will transfer the benefit of this insurance against any liability to their legal personal representatives, providing:

- the liability is not increased as a result, and
- such legal personal representatives shall, as though they were the insured, observe, fulfil, comply with and be subject to the terms, conditions and exceptions of this policy in so far as they can apply.

Cover Provided:

We will provide cover to an 'insured person' against their legal liability for damages and claimant's legal costs and expenses resulting from the accidental death of, or bodily injury to, any person and property damage arising out of the use of the **insured vehicle** or an attached trailer, caravan or broken-down vehicle whilst being towed by the **insured vehicle** (as permitted by law and providing that the trailer, caravan or broken-down vehicle is attached correctly using towing equipment specifically made for this purpose).

We will provide cover to an 'insured person' against their legal liability covered under this Section in respect of any detached single-axle trailer not exceeding one half tonne un-laden weight, but not any detached caravan, mobile home, trailer tent or any trailer that incorporates machinery or other equipment.

This cover provided is as required to meet compulsory road traffic legislation.

Third Party Property Damage Limit:

We will not pay more than €30,000,000 for property damage (or €7,500,000 for any legal costs and expenses), in relation to any one claim or series of claims arising out of any one event.

2. Driving Other Cars

We will provide cover to **you**, (the person named as "the Insured" on **your Certificate of Motor Insurance**), for **your** legal liability as provided under this Section, while **you** are driving any other private motor car which is not owned by, hired by or leased to **you** under a hire purchase or leasing agreement, providing:

- the **insured vehicle** shown on **your Certificate of Motor Insurance** is still owned by **you** and has not been sold, disposed of, stolen or damaged beyond economic repair; and
- **you** have the owner's consent to drive the vehicle; and
- **your Certificate of Motor Insurance** states that **you** are covered to drive other cars; and
- the car is being used within the 'limits of use' shown in **your Certificate of Motor Insurance**; and
- the car that **you** are driving is within the **geographical limits** of this policy; and
- the car that **you** are driving is in a roadworthy condition.

Driving Other Cars cover does not apply:

- if **you** are covered by any other insurance; or
- if the policy is issued in the name of a company or firm; or
- if the car that **you** are driving is owned by, in the custody of, provided by an employer, business partner or any company of which **you** are a member, director or employee; or
- if the car that **you** are driving is in an unsafe condition or does not have a valid NCT Certificate; or
- if the car that **you** are driving is either a commercial vehicle, a van, a van adapted to carry passengers, a car-van (i.e. a car or jeep that has no fixed seats in the back), or any vehicle which is not taxed for private use.

3. Legal Costs & Expenses

Subject to **our** prior written agreement and at **our** discretion, **we** will pay the following legal costs and expenses to represent or defend any claim, providing such legal costs or expenses relate to an accident that is covered under this Section:

- solicitor's fees for representation at a coroner's inquest or fatal accident inquiry in respect of any death;
- solicitor's fees for defending proceedings brought in a Court of Summary Jurisdiction or similar court;
- the reasonable cost of legal services (subject to a limit of €5,000) for defence against any charge of manslaughter or causing death or serious bodily injury by dangerous driving;
- all other legal costs and expenses incurred in defending any claim for bodily injury or property damage arising as the result of an accident caused by or connected to the **insured vehicle** and for which the claimant may be legally liable; and/or
- the claimant's costs and expenses.

If **we** agree to pay such costs, the choice and appointment of legal representation and the extent of assistance that **we** provide will be entirely at **our** discretion.

We will not pay legal costs and expenses arising from a claim or incident which is not covered by this policy.

4. Fire Brigade Charges

We will provide cover for charges made by a local Fire Authority in accordance with the Fire Services Act 1981 to control or put out a fire in the **insured vehicle** or to remove the driver or passengers from the **insured vehicle** using cutting equipment, providing **we** agree to settle a claim under this Section.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €2,500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

5. Emergency Medical Treatment

We will provide cover to pay emergency medical treatment charges arising as the result of an accident that is covered under this policy, as required under the compulsory road traffic legislation that applies in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

If this is the only payment made arising from such an accident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

6. Foreign Use of the Insured Vehicle – Compulsory Insurance Extension

While the **insured vehicle** is in:

- any country which is a member of the European Union (EU); or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/EEC relating to insurance of civil liabilities arising from the use of motor vehicles,

under this Section, **we** will provide the minimum level of cover in respect of liability which is legally insurable in the country concerned to comply with the compulsory insurance legislation.

This minimum level of insurance cover does not provide any cover for loss or damage to the **insured vehicle**.

If **you** require cover for loss or damage to the **insured vehicle**, whilst travelling in countries mentioned above, please refer to Section 4 - Foreign Use of the Insured Vehicle.

What is not covered under Section 1:

Except in so far as is necessary to meet the requirements of the compulsory road traffic legislation, **we** shall not be liable in respect of:

- liability, loss or damage arising if, any person claiming under this Section, knows that the person driving the **insured vehicle**, or any other vehicle covered by this policy, does not hold a valid driving licence, has never held a driving licence or having held a driving licence is disqualified from driving or is prevented from holding or obtaining such a driving licence; or
- death or bodily injury to any 'insured person' claiming under this Section, whilst driving or in charge of for the purpose of driving, the **insured vehicle** or any other vehicle; or
- death or bodily injury to any person while being carried in or on any trailer, semi-trailer or caravan, whether attached or not to the **insured vehicle** or any other vehicle covered by this policy; or
- death or bodily injury to any person which arises out of or in the course of that person's employment; or
- any 'insured person' claiming under this Section who is more specifically insured under another insurance policy; or
- loss of or damage to the **insured vehicle** or any other vehicle covered by this policy, or for not being able to use any such vehicle; or
- loss of or damage to any trailer, caravan or broken-down vehicle being towed by the **insured vehicle** or any other vehicle covered by this policy, or for not being able to use any such trailer, caravan or broken-down vehicle; or
- loss of or damage to property stored or carried in or on, the **insured vehicle** or any other vehicle covered by this policy, or any trailer, caravan or broken-down vehicle being towed by the **insured vehicle** or any other vehicle covered by this policy, or for not being able to use any such property; or
- loss of or damage to property belonging to, held in trust by or else in the custody of or the control of, any 'insured person' under this Section, or for not being able to use any such property.

Please note that the General Conditions and the General Exceptions also apply.

Section 2 – Loss of or Damage to the Insured Vehicle caused by Fire or Theft

This Section only applies if cover shown on **your Schedule** is "Third Party, Fire & Theft" or "Comprehensive".

What is covered:

1. Loss of or Damage to the Insured Vehicle

We will provide cover against loss of or damage to the **insured vehicle** (including accessories and spare parts, whether permanently fitted to the **insured vehicle** or kept in **your** private garage at the time of loss or damage) caused by fire, lightning, explosion, theft, attempted theft or malicious damage.

We will also provide cover under this Section while the **insured vehicle** is in the custody of a member of the motor trade for the purpose of overhaul, repair, servicing or maintenance.

You must immediately report any incident involving the theft or attempted theft of, or malicious damage to the **insured vehicle** to **us** and to the Gardai (or the local police if travelling outside the Republic of Ireland).

At **our** discretion, **we** may opt to either:

- pay for the damage to the **insured vehicle** to be repaired; or
- replace any part of the **insured vehicle** or its accessories and spare parts that cannot be repaired; or
- pay the cash equivalent to replace the lost or damaged **insured vehicle** or its accessories and spare parts, to **you** or the legal owner if **we** are told that the **insured vehicle** belongs to someone else; or
- with **your** agreement, **we** may provide a replacement vehicle of a similar age, make, model, engine size and specification (if available).

The most **we** will pay is the lesser of:

- the cost of repairing the **insured vehicle**; or
- the **market value** of the **insured vehicle** immediately prior to the loss or damage; or
- the 'policyholder's estimated value' shown on **your Schedule**, that **you** insured the **insured vehicle** for.

If the **insured vehicle** was not first registered from new in the Republic of Ireland, **we** will not pay more than the purchase price paid by **you** at the time of purchase (excluding VRT, importation and delivery charges).

In-Car Entertainment, Communication and Navigation Equipment:

We will provide cover against loss of or damage to permanently fitted **in-car entertainment, communication and navigation equipment** caused by fire, lightning, explosion, theft, attempted theft or malicious damage.

If the permanently fitted **in-car entertainment, communication and navigation equipment** formed part of the manufacturer's original specification for the **insured vehicle** or was a manufacturer's optional extra fitted by the manufacturer or their authorised dealer at the time of first registration, then no limit applies.

If the permanently fitted **in-car entertainment, communication and navigation equipment** was not part of the manufacturer's original specification for the **insured vehicle** or was not a manufacturer's optional extra fitted by the manufacturer or their authorised dealer at the time of first registration, and was instead subsequently fitted, the most **we** will pay will be the lesser of 10% of the **market value** or €1,000.

Vehicle Recovery, Storage & Re-delivery Costs:

If the **insured vehicle** cannot be driven as a result of any damage caused by fire, lightning, explosion, theft, attempted theft or malicious damage which leads to a valid claim under this Section, **we** will pay:

- the reasonable cost of its protection and recovery to the nearest **approved repairer**, competent repairer or to the nearest safe place for storage pending its repair; and
- the reasonable cost of storing or protecting the **insured vehicle** incurred with **our** written agreement; and
- the reasonable cost of re-delivery of the **insured vehicle** after repair to **your** home address.

You should remove all of **your** personal belongings from the **insured vehicle** before it is recovered and towed.

We will not pay recovery, storage or re-delivery costs if the **insured vehicle** is outside the Republic of Ireland, unless such costs are agreed by **us** in writing.

If the **insured vehicle** is damaged beyond economical repair or cannot be physically repaired, **we** will arrange for it to be stored safely at premises of **our** choosing pending disposal. In order to minimise any storage costs, **we** have the right to transport the **insured vehicle** to another storage facility of **our** choosing at any time.

Repair & Replacement:

Repairs are normally undertaken by **our** nationwide panel of **approved repairers** to make the claims process as efficient as possible.

If **you** choose to appoint an alternative repairer:

- **you** must first obtain and send **us** a detailed schedule of works required and an estimate of costs;
- **we** will appoint an assessor or engineer to inspect the damaged vehicle before repairs commence in order to agree the detailed schedule of works required and the estimate of costs;
- **you** must not authorise repairs without **our** prior written permission;
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairers**, and in these circumstances **we** may at **our** option settle the claim for repairs by making a cash payment for the amount quoted by **our approved repairer** or estimated by **our** appointed assessor or engineer who inspected the damaged vehicle (less the **excess** applicable);
- **we** will not guarantee the repair work undertaken after **you** have signed a 'customer satisfaction note' and the **insured vehicle** has been returned to **you** by the repairer.

If any parts, spare parts, accessories or **in-car entertainment, communication and navigation equipment** are not part of the manufacturer's original specification for the **insured vehicle**, **we** will only pay the cost of replacing the manufacturer's standard parts or accessories unless **you** have notified **us** of the change and **we** have agreed to provide such cover.

If any parts or accessories required for repairing the **insured vehicle** are not available in the Republic of Ireland or are currently out of stock, **our** liability for the parts or accessories shall not exceed that indicated in the manufacturers' European list price or that of the nearest comparable parts or accessories received from the manufacturer's European representative.

We will not pay the cost of importing parts or accessories from outside the European Union, unless such costs are agreed by **us** in writing.

We may at **our** option use parts or accessories that have not been supplied by the vehicles original manufacturer to repair the **insured vehicle**. These parts or accessories will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this happens, **you** may have to pay a contribution towards the cost.

Provision of a Courtesy Car:

If a valid claim is made under this Section where the **insured vehicle** is damaged by fire, lightning, explosion, theft or attempted theft, malicious damage or stolen and not recovered, **we** will provide the following:

a) if the **insured vehicle** is accepted as being a repairable proposition by **our** appointed assessor or engineer and repairs are to be undertaken by one of **our approved repairers**, **our approved repairer** will provide **you** with a **courtesy car** for the duration of repairs, which **you** can pick up from their garage or they will arrange to deliver it to **your** home or place of work; or

b) if the **insured vehicle** is accepted as being a repairable proposition by **our** appointed assessor or engineer and **you** choose to appoint an alternative repairer to undertake the repairs, **we** will at **our** discretion provide **you** with a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, providing **you** have **our** prior agreement; or

c) if the **insured vehicle** is deemed a **total loss** by **our** appointed assessor or engineer, **we** will at **our** discretion provide **you** with a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, providing **you** have **our** prior agreement; or

d) if the **insured vehicle** is stolen and not recovered, **we** will at **our** discretion provide **you** with a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, providing **you** have sent **us** a copy of the Garda report or crime reference number and **you** have **our** prior agreement.

Our aim is to keep **you** mobile rather than the **courtesy car** being a direct replacement for the **insured vehicle**, and therefore the **courtesy car** provided will typically be an economy or compact hatchback of 1600cc or less and may not be of the same size, make and model, value, status or performance as the **insured vehicle**.

We will provide a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, subject to a maximum of 14 days for any one incident.

The maximum that **we** will pay is €25 per day inclusive of VAT, unless **you** have **our** prior agreement.

The **courtesy car** provided may be supplied subject to the standard terms and conditions and may be restricted for use in the Republic of Ireland and Northern Ireland.

Driving of the **courtesy car** or hire car will be restricted solely to **you** and any **insured drivers** named on **your Certificate of Motor Insurance**, with use restricted to that stated on **your Certificate of Motor Insurance**.

You must contact **your insurance broker** immediately to inform them of this temporary substitution of vehicle, so that the necessary changes are made to **your** policy. Depending on the specific details of the replacement car, **we** will continue to provide cover under this policy for loss of or damage to the **courtesy car** provided by **our approved repairer** or the replacement car provided by a hire company, in accordance with its terms, conditions and **endorsements**, including any **excesses** for which **you** will be responsible. Depending on the specific details of the replacement car, **we** may at **our** discretion apply an additional charge for this change in cover.

Any accidents or losses that occur while **you** are in possession of the **courtesy car** or the replacement car must be reported to **us** immediately, and in accordance with the terms, conditions and **endorsements** of this policy may affect **your** No Claim Bonus.

You must return the **courtesy car** or replacement car to the repairer or hire company when **we** ask **you** to do so.

We will not provide a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company:

- if the accident or incident occurs outside the Republic of Ireland, unless **you** have **our** prior agreement; or
- if the only damage sustained to the **insured vehicle** is the breakage of windscreen glass or window glass and any scratches to the bodywork resulting from the glass breaking.

Total Loss Claims:

If **we** agree to settle a claim under this Section on a **total loss** basis, the **insured vehicle** becomes **our** property, and **we** reserve the right to own it, destroy it or obtain an offer for and sell the salvage on **your** behalf.

You must send **us** the following before **we** are able to settle the claim:

- the **Certificate of Motor Insurance** and insurance disc; and
- the vehicle licensing document or vehicle registration document; and
- the National Car Test Certificate (NCT); and
- sets of keys for the **insured vehicle** that are still in **your** possession; and
- any other documents that **we** may request.

If the **insured vehicle** was stolen and is recovered or located at a later date, **you** must inform **us** immediately.

Once **we** settle a claim under this Section on a **total loss** basis, **we** will provide cover for the replacement vehicle providing that vehicle is acceptable to **us**. If the replacement vehicle is not acceptable to **us**, then **your** policy will be cancelled accordingly and **we** will not refund any portion of unused premium.

Hire Purchase, Contract-Hire, Lease or Finance Agreements:

If **we** have been notified in advance that the **insured vehicle** is the subject of a hire purchase, contract-hire, lease or finance agreement and agreed to insure the vehicle on this basis, any payment for loss of or damage to the **insured vehicle** which is not made good by repair, reinstatement or replacement may, at **our** discretion, be paid to the legal owner (up to the extent of their legal entitlement), whose receipt shall be a full and final discharge of any claim under this Section.

Additional Benefits provided under Section 2:

2. New Car Replacement Cover

If the **insured vehicle** is less than two years old (from the date of first registration) at the time of the incident leading to a claim under this Section and **we** agree to settle the claim on a **total loss** basis, **we** will replace the **insured vehicle** with a new one of the same make, model and specification providing:

- a suitable replacement vehicle is available in the Republic of Ireland; and
- **you** are the first and only registered keeper and registered owner of the **insured vehicle**; and
- the **insured vehicle** has covered less than 50,000 kilometres at the time of the incident; and
- the **insured vehicle** has been adequately insured to reflect its current **market value**; and
- **you** and anyone else who has an interest in the **insured vehicle** agrees.

If a replacement vehicle of the same make, model and specification is not available in the Republic of Ireland, the most **we** will pay is the higher of:

- the **market value** of the **insured vehicle** and its permanently fitted accessories and spare parts at the time of the loss or damage; or
- the manufacturer's retail price of the **insured vehicle** when **you** purchased it.

If the **insured vehicle** is the subject of a hire purchase, contract-hire, lease or finance agreement, **we** will only agree settlement on the basis of this New Car Replacement Cover if **we** have the agreement of the legal owner.

3. Glass Damage

We will provide cover towards the cost of either repairing or replacing any broken or damaged windscreen glass or window glass of the **insured vehicle** and scratches to the bodywork resulting from the glass breaking caused by fire, lightning, explosion, theft, attempted theft or malicious damage.

All claims for glass damage made under this Section must be verified prior to the repair or replacement work being carried out, so **you** must contact **us** on the Emergency Helpline (01) 908 9030.

You must immediately report any incident involving the theft or attempted theft of, or malicious damage to the **insured vehicle** to **us** and to the Gardai (or the local police if travelling outside the Republic of Ireland).

If the work is carried out by **our approved windscreen repairer**, the amount **we** will pay towards the cost of repair or replacement is unlimited, subject to the exceptions below.

We may at **our** option choose to repair broken or damaged glass where **our approved windscreen repairer** confirms that the windscreen glass or window glass can be repaired.

We may at **our** option use glass or accessories that have not been supplied by the vehicles original manufacturer to repair or replace the broken glass, which will be subject to the **approved windscreen repairer's** guarantee. If **you** insist that **we** use glass or accessories supplied by the original manufacturer even though alternatives are available, **you** will be required to pay **us** any difference in the cost.

If **you** choose to appoint an alternative repairer:

- **you** must first notify **us** and provide an estimate of costs;
- **we** may appoint an assessor or engineer to inspect the damaged glass before any repair or replacement work is undertaken;
- **we** will not pay more than €50 inclusive of VAT per claim towards the cost of repair;
- **we** will not pay more than €200 inclusive of VAT per claim towards the cost of replacement;
- **we** will not guarantee any repair, replacement or workmanship undertaken by an alternative repairer.

We will not provide cover for:

- any damage more specifically covered under Section 3 of this policy; or
- any damage caused by wear and tear or lack of maintenance; or
- the repair or replacement of sunroof, glass roofs, panoramic windscreens, folding rear windscreen glass, lights, lenses and/or reflectors, mirror glass or internal glass under this benefit; or
- the repair or replacement of glass or perspex that is an integral part of a removable canopy or hood; or
- the repair or replacement of mechanical items associated with window mechanisms under this benefit; or
- any more than 2 claims for replacing any broken or damaged windscreen glass or window glass covered under this benefit during the **period of insurance**; or
- repairing or replacing any broken or damaged windscreen glass or window glass to vehicles that are temporarily covered; or
- the replacement of any broken or damaged glass where **our approved windscreen repairer** or appointed assessor or engineer confirms that the windscreen glass or window glass can be repaired; or
- the extra cost of replacing non-standard glass or accessories; or
- the extra cost of importing glass or accessories for the **insured vehicle** from outside the European Union.

If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

We reserve the right to increase the premium, increase the **excess** applicable, change the terms and conditions of **your** policy or withdraw this benefit in the event of poor claims experience.

4. Replacement Keys, Locks & Security Devices

We will provide cover towards the cost of replacing the keys or entry cards for a keyless entry system and/or replacing, repairing or re-programming door locks, boot/tailgate lock, ignition/steering lock, lock transmitter, electronic central-locking systems, alarm, immobiliser or security devices on the **insured vehicle** providing:

- one of the keys, lock or ignition activators, entry cards for a keyless entry system or any other type of alarm, immobiliser or security device activators for the **insured vehicle** has been stolen involving the use of forcible and violent entry to or exit from **your** usual place of residence, or any other building, boat or caravan where **you** are temporarily residing; or
- one of the keys, lock or ignition activators, entry cards for a keyless entry system or any other type of alarm, immobiliser or security device activators for the **insured vehicle** has been stolen from either **you** or an **insured driver** following a physical assault or threat of violence.

You must be able to prove to **us** that the person who may have either **your** key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) is able to use this to establish the identity of the **insured vehicle** or the garaging address of the **insured vehicle**.

We will cover the cost of replacing electric car charge cards for battery electric or plug-in hybrid electric cars.

We will not provide cover for any claim arising where:

- the key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) being stolen by deception or fraud, or taken without **your** authority by **your** employee, a member of **your** family or household or a person in a close personal relationship with **you** or a member of **your** family or household; or
- the key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) being left unattended in or on the **insured vehicle**; or
- the theft of the key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) or the physical assault or threat of violence to **you** or an **insured driver** that has not been reported to the Gardai (or the local police if travelling outside the Republic of Ireland); or
- the key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) are recovered before any such items are replaced, repaired or re-programmed.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is unlimited. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

5. Fire Brigade Charges

We will provide cover for charges made by a local Fire Authority in accordance with the Fire Services Act 1981 to control or put out a fire in the **insured vehicle** or to remove the driver or passengers from the **insured vehicle** using cutting equipment, providing **we** agree to settle a claim under this Section.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €2,500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

6. Motor Tax

If **we** agree to settle a claim under this Section on a **total loss** basis, **we** will pay the amount of the un-expired portion of the motor tax if **you** are unable to recover a refund directly from the Licensing Authority.

You must provide written evidence to show that **you** have contacted the Licensing Authority in order to request the refund directly and provide **us** with any supporting documentation that **we** may require to resolve the issue.

7. Personal Belongings

We will provide cover against loss of or damage to personal belongings while in the **insured vehicle** caused by fire, lightning, explosion, theft or attempted theft involving the use of forcible and violent entry.

We will pay **you**, or at **your** request the owner of the personal belongings, whose receipt shall be a full and final discharge of any claim under this Section. Payment made direct to any person other than **you** shall be made to that person who shall, as though they were the insured, observe, fulfil and be subject to the terms, conditions, exceptions and general exceptions of this policy in so far as they can apply.

We will not provide cover for any claim in respect of:

- any policy issued in the name of a company or firm; or
- any goods or samples, tools or equipment connected with any trade or business; or
- loss of or damage to any property covered by any other insurance; or
- loss of or damage to money, stamps, tickets, documents, securities, jewellery or furs; or
- loss of and resulting fraudulent use of debit cards, credit cards, store cards or cheques; or
- loss of or damage to personal belongings, caused by theft or attempted theft from the **insured vehicle** where there is no sign of forcible and violent entry to the **insured vehicle**; or
- loss of or damage to personal belongings, caused by theft or attempted theft from the **insured vehicle** whilst the **insured vehicle** is unattended when;
  a) the key(s), lock or ignition activator(s) or entry card(s) have been left in or near the **insured vehicle**; or
  b) any door, boot, tailgate, window, panoramic roof or any form of sliding or removable roof or hood of the **insured vehicle** has been left open or unlocked; or
  c) the **insured vehicle** is fitted with a manufacturer's standard security device and that security device is not operational or is not in use; or
  d) any portable electronic devices, mobile phones or their accessories are not kept or stored securely in a locked covered boot or a locked glove compartment; or
- loss of or damage to personal belongings caused by theft or attempted theft from the **insured vehicle** whilst the **insured vehicle** is unattended when the **insured vehicle** is an open-top or convertible and where any personal belongings, including portable electronic devices, mobile phones or their accessories are not kept or stored securely in a locked covered boot or a locked glove compartment; or
- loss of or damage to personal belongings caused by theft or attempted theft from the **insured vehicle**, unless **you** have notified the Gardai (or the local police if travelling outside the Republic of Ireland); or
- loss of or damage to **in-car entertainment, communication and navigation equipment**, except as insured under "In-Car Entertainment, Communication and Navigation Equipment" benefit above.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

8. Child Car Seats and Child Care Accessories

We will provide cover against loss of or damage to a child's car seat, booster seat, push chair, buggy or carrycot fitted to or kept in the **insured vehicle**, caused by fire, lightning, explosion, theft or attempted theft.

We will pay the cost of repair or replacement of any such items listed with one of a similar standard.

We will not provide cover for any claim in respect of loss of or damage to any such items listed caused by theft or attempted theft where there is no sign of forcible and violent entry to the **insured vehicle**.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

What is not covered under Section 2:

We shall not be liable in respect of:

- additional damage resulting from the **insured vehicle** being moved by **you** following the incident involving fire, lightning, explosion, theft, attempted theft or malicious damage, except where the **insured vehicle** is causing an obstruction or a danger to other motorists, or in an effort to prevent further damage being caused to the **insured vehicle**; or
- the cost of hiring another vehicle, except as covered under 'Provision of a Courtesy Car' above; or
- depreciation or loss of value following any repair to the **insured vehicle**; or
- loss of or damage to the **insured vehicle** resulting from theft, attempted theft or from the unauthorised taking or driving of the **insured vehicle** by any person who is not an **insured driver**, but who is either **your** employee, a member of **your** family or household or a person in a close personal relationship with **you** or a member of **your** family or household, unless **you** provide written confirmation that **you** have both notified the Gardai (or the local police if travelling outside the Republic of Ireland) and requested them to proceed with the prosecution of that person for theft or any related criminal offence and that **you** will continue to assist the prosecuting authorities; or
- loss of or damage to the **insured vehicle** and/or its **in-car entertainment, communication and navigation equipment** resulting from theft or attempted theft whilst the **insured vehicle** is unattended when;
  a) key(s), lock or ignition activator(s) or entry card(s) have been left in or near the **insured vehicle**; or
  b) any door, boot, tailgate, window, panoramic roof or any form of sliding or removable roof or hood of the **insured vehicle** has been left open or unlocked; or
  c) the **insured vehicle** is fitted with a manufacturer's standard security device and that security device is not operational or is not in use; or
- loss of or damage to the **insured vehicle** resulting from its confiscation, requisition or destruction by or under the order of any government, public or local authority; or
- loss of or damage to the **insured vehicle** resulting from the taking and returning it to its legal owner; or
- loss of or damage to the **insured vehicle** due to any person obtaining any property by deception or fraud, for example a purchaser's cheque not being honoured by their bank; or
- loss of or damage to the **insured vehicle** where possession of it is gained by deception on the part of someone pretending to be a purchaser or someone pretending to act on behalf of a purchaser; or
- loss of or damage to keys, lock or ignition activators, entry cards for keyless entry systems or any other type of alarm, immobiliser or security device activators for the **insured vehicle**, except as insured under additional benefit "4. Replacement Keys, Locks & Security Devices" above; or
- any repairs, replacement or re-programming of any component, including locks on the **insured vehicle**, resulting from loss of or damage to keys, lock or ignition activators, entry cards for keyless entry systems or any other type of alarm, immobiliser or security device activators for the **insured vehicle**, except as insured under additional benefit "4. Replacement Keys, Locks & Security Devices" above; or
- loss of or damage to personal belongings, clothing or any portable electronic device, mobile phone or satellite navigation equipment that can be detached and operated outside the vehicle (or accessories), except as insured under additional benefit “7. Personal Belongings” above; or
- loss of or damage to the **insured vehicle** caused by the use of an incorrect type of fuel, lack of lubricant or from the use of substandard or contaminated fuel, lubricant or parts; or
- loss of or damage to any modifications that do not form part of the manufacturer's original specification(s) for the **insured vehicle** or are not the manufacturer's optional extras fitted by the manufacturer or their authorised dealer at the time of first registration, unless **you** have notified **us** of any modifications made to the **insured vehicle** and **we** have agreed to provide such cover; or
- any taxes that **you** may be exempt from or entitled to claim back under a government subsidy or scheme and/or any allowances or grants; or
- the VAT on any repair to or replacement of the **insured vehicle**, if **you** are registered for VAT.

Please note that the General Conditions and the General Exceptions also apply.

Section 3 – Accidental Damage to the Insured Vehicle

This Section only applies if cover shown on **your Schedule** is "Comprehensive".

What is covered:

1. Loss of or Damage to the Insured Vehicle

We will provide cover against loss of or damage to the **insured vehicle** (including accessories and spare parts, whether permanently fitted to the **insured vehicle** or kept in **your** private garage at the time of loss or damage) caused accidentally.

Loss of or damage to the **insured vehicle** more specifically covered under Section 2 of this policy is excluded.

We will also provide cover under this Section while the **insured vehicle** is in the custody of a member of the motor trade for the purpose of overhaul, repair, servicing or maintenance.

You are legally required to report any accident where any person sustains injuries or if **you** were involved in a collision with an animal to the Gardai (or the local police if travelling outside the Republic of Ireland).

At **our** discretion, **we** may opt to either:

- pay for the damage to the **insured vehicle** to be repaired; or
- replace any part of the **insured vehicle** or its accessories and spare parts that cannot be repaired; or
- pay the cash equivalent to replace the lost or damaged **insured vehicle** or its accessories and spare parts, to **you** or the legal owner if **we** are told that the **insured vehicle** belongs to someone else; or
- with **your** agreement, **we** may provide a replacement vehicle of a similar age, make, model, engine size and specification (if available).

The most **we** will pay is the lesser of:

- the cost of repairing the **insured vehicle**; or
- the **market value** of the **insured vehicle** immediately prior to the loss or damage; or
- the 'policyholder's estimated value' shown on **your Schedule**, that **you** insured the **insured vehicle** for.

If the **insured vehicle** was not first registered from new in the Republic of Ireland, **we** will not pay more than the purchase price paid by **you** at the time of purchase (excluding VRT, importation and delivery charges).

In-Car Entertainment, Communication and Navigation Equipment:

We will provide cover against loss of or damage to permanently fitted **in-car entertainment, communication and navigation equipment** caused accidentally, unless more specifically covered under Section 2 of this policy.

If the permanently fitted **in-car entertainment, communication and navigation equipment** formed part of the manufacturer's original specification for the **insured vehicle** or was a manufacturer's optional extra fitted by the manufacturer or their authorised dealer at the time of first registration, then no limit applies.

If the permanently fitted **in-car entertainment, communication and navigation equipment** was not part of the manufacturer's original specification for the **insured vehicle** or was not a manufacturer's optional extra fitted by the manufacturer or their authorised dealer at the time of first registration, and was instead subsequently fitted, the most **we** will pay will be the lesser of 10% of the **market value** or €1,000.

Vehicle Recovery, Storage & Re-delivery Costs:

If the **insured vehicle** cannot be driven following an accident which leads to a valid claim under this Section, **we** will pay:

- the reasonable cost of its protection and recovery to the nearest **approved repairer**, competent repairer or to the nearest safe place for storage pending its repair; and
- the reasonable cost of storing or protecting the **insured vehicle** incurred with **our** written agreement; and
- the reasonable cost of re-delivery of the **insured vehicle** after repair to **your** home address.

You should remove all of **your** personal belongings from the **insured vehicle** before it is recovered and towed.

We will not pay recovery, storage or re-delivery costs if the **insured vehicle** is outside the Republic of Ireland, unless such costs are agreed by **us** in writing.

If the **insured vehicle** is damaged beyond economical repair or cannot be physically repaired, **we** will arrange for it to be stored safely at premises of **our** choosing pending disposal. In order to minimise any storage costs, **we** have the right to transport the **insured vehicle** to another storage facility of **our** choosing at any time.

Repair & Replacement:

Repairs are normally undertaken by **our** nationwide panel of **approved repairers** to make the claims process as efficient as possible.

If **you** choose to appoint an alternative repairer:

- **you** must first obtain and send **us** a detailed schedule of works required and an estimate of costs;
- **we** will appoint an assessor or engineer to inspect the damaged vehicle before repairs commence in order to agree the detailed schedule of works required and the estimate of costs;
- **you** must not authorise repairs without **our** prior written permission;
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairers**, and in these circumstances **we** may at **our** option settle the claim for repairs by making a cash payment for the amount quoted by **our approved repairer** or estimated by **our** appointed assessor or engineer who inspected the damaged vehicle (less the **excess** applicable);
- **we** will not guarantee the repair work undertaken after **you** have signed a 'customer satisfaction note' and the **insured vehicle** has been returned to **you** by the repairer.

If any parts, spare parts, accessories or **in-car entertainment, communication and navigation equipment** are not part of the manufacturer's original specification for the **insured vehicle**, **we** will only pay the cost of replacing the manufacturer's standard parts or accessories unless **you** have notified **us** of the change and **we** have agreed to provide such cover.

If any parts or accessories required for repairing the **insured vehicle** are not available in the Republic of Ireland or are currently out of stock, **our** liability for the parts or accessories shall not exceed that indicated in the manufacturers' European list price or that of the nearest comparable parts or accessories received from the manufacturer's European representative.

We will not pay the cost of importing parts or accessories from outside the European Union, unless such costs are agreed by **us** in writing.

We may at **our** option use parts or accessories that have not been supplied by the vehicles original manufacturer to repair the **insured vehicle**. These parts or accessories will be subject to the **approved repairer's** guarantee.

We will not pay the cost of any repair or replacement which improves the **insured vehicle** to a better condition than it was in before the loss or damage. If this happens, **you** may have to pay a contribution towards the cost.

Provision of a Courtesy Car:

If a valid claim is made under this Section where the **insured vehicle** is damaged following an accident, **we** will provide the following:

a) if the **insured vehicle** is accepted as being a repairable proposition by **our** appointed assessor or engineer and repairs are to be undertaken by one of **our approved repairers**, **our approved repairer** will provide **you** with a **courtesy car** for the duration of repairs, which **you** can pick up from their garage or they will arrange to deliver it to **your** home or place of work; or

b) if the **insured vehicle** is accepted as being a repairable proposition by **our** appointed assessor or engineer and **you** choose to appoint an alternative repairer to undertake the repairs, **we** will at **our** discretion provide **you** with a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, providing **you** have **our** prior agreement; or

c) if the **insured vehicle** is deemed a **total loss** by **our** appointed assessor or engineer, **we** will at **our** discretion provide **you** with a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, providing **you** have **our** prior agreement.

Our aim is to keep **you** mobile rather than the **courtesy car** being a direct replacement for the **insured vehicle**, and therefore the **courtesy car** provided will typically be an economy or compact hatchback of 1600cc or less and may not be of the same size, make and model, value, status or performance as the **insured vehicle**.

We will provide a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company, subject to a maximum of 14 days for any one incident.

The maximum that **we** will pay is €25 per day inclusive of VAT, unless **you** have **our** prior agreement.

The **courtesy car** provided may be supplied subject to the standard terms and conditions and may be restricted for use in the Republic of Ireland and Northern Ireland.

Driving of the **courtesy car** or hire car will be restricted solely to **you** and any **insured drivers** named on **your Certificate of Motor Insurance**, with use restricted to that stated on **your Certificate of Motor Insurance**.

You must contact **your insurance broker** immediately to inform them of this temporary substitution of vehicle, so that the necessary changes are made to **your** policy. Depending on the specific details of the replacement car, **we** will continue to provide cover under this policy for loss of or damage to the **courtesy car** provided by **our approved repairer** or the replacement car provided by a hire company, in accordance with its terms, conditions and **endorsements**, including any **excesses** for which **you** will be responsible. Depending on the specific details of the replacement car, **we** may at **our** discretion apply an additional charge for this change in cover.

Any accidents or losses that occur while **you** are in possession of the **courtesy car** or the replacement car must be reported to **us** immediately, and in accordance with the terms, conditions and **endorsements** of this policy may affect **your** No Claim Bonus.

You must return the **courtesy car** or replacement car to the repairer or hire company when **we** ask **you** to do so.

We will not provide a **courtesy car** or pay toward the cost of **you** hiring a replacement car from a hire company:

- if the accident or incident occurs outside the Republic of Ireland, unless **you** have **our** prior agreement; or
- if the only damage sustained to the **insured vehicle** is the breakage of windscreen glass or window glass and any scratches to the bodywork resulting from the glass breaking.

Total Loss Claims:

If **we** agree to settle a claim under this Section on a **total loss** basis, the **insured vehicle** becomes **our** property, and **we** reserve the right to own it, destroy it or obtain an offer for and sell the salvage on **your** behalf.

You must send **us** the following before **we** are able to settle the claim:

- the **Certificate of Motor Insurance** and insurance disc; and
- the vehicle licensing document or vehicle registration document; and
- the National Car Test Certificate (NCT); and
- sets of keys for the **insured vehicle** that are still in **your** possession; and
- any other documents that **we** may request.

Once **we** settle a claim under this Section on a **total loss** basis, **we** will provide cover for the replacement vehicle providing that vehicle is acceptable to **us**. If the replacement vehicle is not acceptable to **us**, then **your** policy will be cancelled accordingly and **we** will not refund any portion of unused premium.

Hire Purchase, Contract-Hire, Lease or Finance Agreements:

If **we** have been notified in advance that the **insured vehicle** is the subject of a hire purchase, contract-hire, lease or finance agreement and agreed to insure the vehicle on this basis, any payment for loss of or damage to the **insured vehicle** which is not made good by repair, reinstatement or replacement may, at **our** discretion, be paid to the legal owner (up to the extent of their legal entitlement), whose receipt shall be a full and final discharge of any claim under this Section.

Additional Benefits provided under Section 3:

2. New Car Replacement Cover

If the **insured vehicle** is less than two years old (from the date of first registration) at the time of the accident leading to a claim under this Section and **we** agree to settle the claim on a **total loss** basis, **we** will replace the **insured vehicle** with a new one of the same make, model and specification providing:

- a suitable replacement vehicle is available in the Republic of Ireland; and
- **you** are the first and only registered keeper and registered owner of the **insured vehicle**; and
- the **insured vehicle** has covered less than 50,000 kilometres at the time of the incident; and
- the **insured vehicle** has been adequately insured to reflect its current **market value**; and
- **you** and anyone else who has an interest in the **insured vehicle** agrees.

If a replacement vehicle of the same make, model and specification is not available in the Republic of Ireland, the most **we** will pay is the higher of:

- the **market value** of the **insured vehicle** and its permanently fitted accessories and spare parts at the time of the loss or damage; or
- the manufacturer's retail price of the **insured vehicle** when **you** purchased it.

If the **insured vehicle** is the subject of a hire purchase, contract-hire, lease or finance agreement, **we** will only agree settlement on the basis of this New Car Replacement Cover if **we** have the agreement of the legal owner.

3. Glass Damage

We will provide cover towards the cost of either repairing or replacing any broken or damaged windscreen glass or window glass of the **insured vehicle** and scratches to the bodywork resulting from the glass breaking caused accidentally, unless more specifically covered under Section 2 of this policy.

All claims for glass damage made under this Section must be verified prior to the repair or replacement work being carried out, so **you** must contact **us** on the Emergency Helpline (01) 908 9030.

If the work is carried out by **our approved windscreen repairer**, the amount **we** will pay towards the cost of repair or replacement is unlimited, subject to the exceptions below.

We may at **our** option choose to repair broken or damaged glass where **our approved windscreen repairer** confirms that the windscreen glass or window glass can be repaired.

We may at **our** option use glass or accessories that have not been supplied by the vehicles original manufacturer to repair or replace the broken glass, which will be subject to the **approved windscreen repairer's** guarantee. If **you** insist that **we** use glass or accessories supplied by the original manufacturer even though alternatives are available, **you** will be required to pay **us** any difference in the cost.

If **you** choose to appoint an alternative repairer:

- **you** must first notify **us** and provide an estimate of costs;
- **we** may appoint an assessor or engineer to inspect the damaged glass before any repair or replacement work is undertaken;
- **we** will not pay more than €50 inclusive of VAT per claim towards the cost of repair;
- **we** will not pay more than €200 inclusive of VAT per claim towards the cost of replacement;
- **we** will not guarantee any repair, replacement or workmanship undertaken by an alternative repairer.

We will not provide cover for:

- any damage more specifically covered under Section 2 of this policy; or
- any damage caused by wear and tear or lack of maintenance; or
- loss of or damage to the **insured vehicle** caused deliberately by **you**, by any **insured driver** or by any person who is driving or is in charge of the **insured vehicle** with **your** permission; or
- the repair or replacement of sunroof, glass roofs, panoramic windscreens, folding rear windscreen glass, lights, lenses and/or reflectors, mirror glass or internal glass under this benefit; or
- the repair or replacement of glass or perspex that is an integral part of a removable canopy or hood; or
- the repair or replacement of mechanical items associated with window mechanisms under this benefit; or
- any more than 2 claims for replacing any broken or damaged windscreen glass or window glass covered under this benefit during the **period of insurance**; or
- repairing or replacing any broken or damaged windscreen glass or window glass to vehicles that are temporarily covered; or
- the replacement of any broken or damaged glass where **our approved windscreen repairer** or appointed assessor or engineer confirms that the windscreen glass or window glass can be repaired; or
- the extra cost of replacing non-standard glass or accessories; or
- the extra cost of importing glass or accessories for the **insured vehicle** from outside the European Union.

If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

We reserve the right to increase the premium, increase the excess applicable, change the terms and conditions of **your** policy or withdraw this benefit in the event of poor claims experience.

4. Replacement Keys, Locks & Security Devices

We will provide cover towards the cost of replacing the keys or entry cards for a keyless entry system and/or replacing, repairing or re-programming door locks, boot/tailgate lock, ignition/steering lock, lock transmitter, electronic central-locking systems, alarm, immobiliser or security devices on the **insured vehicle** providing:

- one of the keys, lock or ignition activators, entry cards for a keyless entry system or any other type of alarm, immobiliser or security device activators for the **insured vehicle** has been accidentally lost by **you** or an **insured driver**; or
- one of the keys, lock or ignition activators, entry cards for a keyless entry system or any other type of alarm, immobiliser or security device activators for the **insured vehicle** has been accidentally damaged whilst inserting or turning it in any door lock, boot/tailgate lock, ignition/steering lock, lock transmitter electronic central-locking system, alarm, immobiliser or security device on the **insured vehicle**.

You must be able to prove to **us** that the person who may find either **your** key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) is able to use this to establish the identity of the **insured vehicle** or the garaging address of the **insured vehicle**.

We will cover the cost of replacing electric car charge cards for battery electric or plug-in hybrid electric cars.

We will not provide cover for any claim arising where:

- the accidental loss of the key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) has not been reported to the Gardai (or the local police if travelling outside the Republic of Ireland); or
- less than 48 hours have elapsed since the accidental loss of key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) was reported to **us** (unless **we** are satisfied that they will not be found or that a delay would cause a security risk to the **insured vehicle**); or
- the key(s), lock or ignition activator(s), entry card(s) or any other type of alarm, immobiliser or security device activator(s) are recovered before any such items are replaced, repaired or re-programmed; or
- accidental damage is as a result of wear and tear and/or the lack of general maintenance of the lock(s); or
- replacement key(s) or entry card(s) for a keyless entry system are of a higher standard or specification than those replaced.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is unlimited. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

5. Fire Brigade Charges

We will provide cover for charges made by a local Fire Authority in accordance with the Fire Services Act 1981 to control or put out a fire in the **insured vehicle** or to remove the driver or passengers from the **insured vehicle** using cutting equipment, providing **we** agree to settle a claim under this Section.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €2,500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

6. Motor Tax

If **we** agree to settle a claim under this Section on a **total loss** basis, **we** will pay the amount of the un-expired portion of the motor tax if **you** are unable to recover a refund directly from the Licensing Authority.

You must provide written evidence to show that **you** have contacted the Licensing Authority in order to request the refund directly and provide **us** with any supporting documentation that **we** may require to resolve the issue.

7. Personal Belongings

We will provide cover against loss of or damage to personal belongings while in the **insured vehicle** caused as a result of an accident or incident to the **insured vehicle**.

We will pay **you**, or at **your** request the owner of the personal belongings, whose receipt shall be a full and final discharge of any claim under this Section. Payment made direct to any person other than **you** shall be made to that person who shall, as though they were the insured, observe, fulfil and be subject to the terms, conditions, exceptions and general exceptions of this policy in so far as they can apply.

We will not provide cover for any claim in respect of:

- any policy issued in the name of a company or firm; or
- any goods or samples, tools or equipment connected with any trade or business; or
- loss of or damage to any property covered by any other insurance; or
- loss of or damage to money, stamps, tickets, documents, securities, jewellery or furs; or
- loss of and resulting fraudulent use of debit cards, credit cards, store cards or cheques; or
- loss of or damage to personal belongings more specifically covered under Section 2 of this policy; or
- loss of or damage to **in-car entertainment, communication and navigation equipment**, except as insured under "In-Car Entertainment, Communication and Navigation Equipment" benefit above.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

8. Child Car Seats and Child Car Accessories

We will provide cover against loss of or damage to a child's car seat, booster seat, push chair, buggy or carrycot fitted to or kept in the **insured vehicle**, caused as a result of an accident or incident to the **insured vehicle**.

We will pay the cost of repair or replacement of any such items listed with one of a similar standard.

We will not provide cover for any claim in respect of loss of or damage to a child's car seat or booster seat if it has not been fitted in accordance with the manufacturers' fitting instructions or specifications.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

9. Accidental Use of Incorrect Fuel

We will provide cover for direct costs to decontaminate the engine and/or fuel lines if the engine or fuel lines of the **insured vehicle** are damaged or contaminated by the accidental use of an incorrect type of fuel.

We will not provide cover for any claim in respect of the repair or replacement of parts.

We will not provide cover for any incident causing damage due to the use of substandard or contaminated fuel.

The most **we** will pay in relation to any one claim or series of claims arising out of any one incident is €500. If this is the only payment made arising from such an incident, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

10. Our Uninsured Driver Promise

If **you** make a claim for loss of or damage to the **insured vehicle** following an accident that is not **your** fault and the person driving or in charge of the third-party vehicle that causes damage to the **insured vehicle** is uninsured, the **excess** shown on **your Schedule** will not apply and **your** No Claims Bonus will not be affected.

You must provide **us** with the following:

- the registration number and the make and model of the third-party vehicle involved in the accident; and
- the name, address and contact details of the person driving or in charge of the third-party vehicle.

It will also help **us** to confirm who is at fault if **you** can provide the names, addresses and contact details of any independent witnesses, if available.

When **you** make a claim under this benefit, **you** will initially have to pay the **excess** shown on **your Schedule**. Also, if **our** investigations into the circumstances of the accident are still ongoing when **your** renewal is due, **you** may temporarily lose **your** No Claims Bonus.

However, once **we** complete **our** investigations into the circumstances of the accident and are in a position to confirm that the accident was the fault of the uninsured driver, **we** will refund any **excess** and any extra premium that **you** have already paid and restore **your** No Claims Bonus.

Compensation may be available from the Motor Insurers Bureau of Ireland (Mibi), and **we** will assist **you** through this process.

11. Loss of or Damage to any Specified Trailer (Optional Extension)

This benefit only applies if cover shown on **your Schedule** for "Optional Trailer Cover" is included.

The type of trailer covered will be shown on **your Schedule**, and cover is restricted to this trailer only.

This benefit only applies to specified trailers shown on **your Schedule**, full details of which have been provided to **us**, which **we** have agreed to cover and for which **you** have paid the appropriate additional premium.

We will extend cover to an 'insured person' (as defined under Section 1 - Liability to Third Parties) against their legal liability as covered under Section 1 of this policy in respect of any specified trailer which **we** have agreed to cover and for which **you** have paid the appropriate additional premium, but not any detached caravan, mobile home, trailer tent or any trailer that incorporates machinery or other equipment.

We will extend cover for loss of or damage to any specified trailer to the same extent as the cover provided to the **insured vehicle** under Section 2 and Section 3 of this policy, regardless of whether the specified trailer is attached to the **insured vehicle** or detached. Cover is restricted to loss of or damage to specified trailers that occurs within the **geographical limits**, unless the trailer is accompanying the **insured vehicle** on a trip abroad.

We will not provide cover for any claim in respect of:

- any trailer that is not owned by **you**; or
- any trailer other than the trailer type shown on **your Schedule**; or
- any trailer exceeding one half tonne un-laden weight; or
- any use of any trailer which is not permitted or is excluded by **your Certificate of Motor Insurance**.

The exceptions relating to Section 1, Section 2 and Section 3 of this policy apply to this benefit.

What is not covered under Section 3:

We shall not be liable in respect of:

- the relevant **excess** amount shown on **your Schedule** or on any **endorsement** at the time of the incident, based on the **insured driver** who is driving, is in charge of or was last in charge of the **insured vehicle**, regardless of whether that person was at fault for the loss or damage; or
- additional damage resulting from the **insured vehicle** being moved by **you** following an accident or incident, except where the **insured vehicle** is causing an obstruction or a danger to other motorists or in an effort to prevent further damage being caused to the **insured vehicle**; or
- the cost of hiring another vehicle, except as covered under 'Provision of a Courtesy Car' above; or
- depreciation or loss of value following repair to the **insured vehicle**; or
- wear and tear, mechanical or electrical breakdown including failure or malfunction of any equipment, integrated circuit, computer chip, computer software or computer related equipment; or
- failure or breakage of any part due to the application of brakes or road shocks; or
- damage to tyres caused by using the brakes or by road punctures, cuts or bursts (unless such damage is as the result of an accident or incident that is covered under this Section); or
- damage to the **insured vehicle**, its accessories or spare parts caused by goods carried in or on it; or
- loss of or damage to the **insured vehicle** resulting from accidental damage whilst the **insured vehicle** is unattended when;
  a) key(s), lock or ignition activator(s) or entry card(s) have been left in or near the **insured vehicle**; or
  b) any door, boot, tailgate, window, panoramic roof or any form of sliding or removable roof or hood of the **insured vehicle** has been left open or unlocked; or
  c) the **insured vehicle** is fitted with a manufacturer's standard security device and that security device is not operational or is not in use; or
- loss of or damage to the **insured vehicle** resulting from its confiscation, requisition or destruction by or under the order of any government, public or local authority; or
- loss of or damage to keys, lock or ignition activators, entry cards for keyless entry systems or any other type of alarm, immobiliser or security device activators for the **insured vehicle**, except as insured under additional benefit "4. Replacement Keys, Locks & Security Devices" above; or
- any repairs, replacement or re-programming of any component, including locks on the **insured vehicle**, resulting from loss of or damage to keys, lock or ignition activators, entry cards for keyless entry systems or any other type of alarm, immobiliser or security device activators for the **insured vehicle**, except as insured under additional benefit "4. Replacement Keys, Locks & Security Devices" above; or
- loss of or damage to personal belongings, clothing or any portable electronic device, mobile phone or satellite navigation equipment that can be detached and operated outside the vehicle (or accessories), except as insured under additional benefit "7. Personal Belongings" above; or
- loss of or damage to the **insured vehicle** caused by the use of an incorrect type or grade of fuel, except as insured under additional benefit "9. Accidental Use of Incorrect Fuel" above; or
- loss of or damage to any modifications that do not form part of the manufacturer's original specification(s) for the **insured vehicle** or are not the manufacturer's optional extras fitted by the manufacturer or their authorised dealer at the time of first registration, unless **you** have notified **us** of any modifications made to the **insured vehicle** and **we** have agreed to provide such cover; or
- any taxes that **you** may be exempt from or entitled to claim back under a government subsidy or scheme and/or any allowances or grants; or
- the VAT on any repair to or replacement of the **insured vehicle**, if **you** are registered for VAT.

Please note that the General Conditions and the General Exceptions also apply.

Section 4 – Foreign Use of the Insured Vehicle

This Section only applies if cover shown on **your Schedule** is "Third Party, Fire & Theft" or "Comprehensive".

What is covered:

1. Foreign Use of the Insured Vehicle – Extended Cover

In addition to the minimum level of cover in respect of liability which is legally insurable in the country covered under Section 1 - Benefit 6. Foreign Use of the Insured Vehicle - Compulsory Insurance Extension, this policy is automatically extended to provide cover shown on **your Schedule** whilst the **insured vehicle** is being driven by **you** or any **insured driver** in:

- any country which is a member of the European Union (EU) and also Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland; or
- any other country in respect of which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EU Directive 72/166/EEC relating to insurance of civil liabilities arising from the use of motor vehicles.

List of countries where this cover applies:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden and Switzerland.

A Green Card or Letter of Authority is not required for the countries listed above and no additional premium will be payable providing the qualifying conditions are met.

Cover applies providing that:

- the period of foreign travel does not exceed 60 days for any one trip abroad, calculated from the date that the **insured vehicle** left the **geographical limits**; and
- the use of the **insured vehicle** during the trip abroad is for social, domestic or pleasure purposes; and
- **you** and/or any **insured driver** have their main permanent residence in the Republic of Ireland; and
- the **insured vehicle** is not left abroad whilst **you** or any **insured driver** in charge of the **insured vehicle** returns to the Republic of Ireland (without **our** prior agreement).

For any period of foreign travel in excess of 60 days for any one trip abroad, the cover provided by this policy will be limited to the minimum level of cover in respect of liability which is legally insurable in the country unless **you** contact **your insurance broker** to obtain **our** prior agreement. If **we** agree to extend cover beyond the 60 days limit, **we** may at **our** discretion charge an additional premium and apply policy restrictions.

No cover is provided by this policy whilst the **insured vehicle** is being driven by **you** or any **insured driver** in any country that is not listed above. If **you** plan to visit any country that is not listed above, **you** must contact **your insurance broker** to obtain **our** prior agreement. If **we** agree to extend cover to any other country, then **we** will issue a Letter of Authority to **your insurance broker** if necessary and **we** may at **our** discretion charge an additional premium and apply policy restrictions.

If the policy is extended to provide the cover shown on **your Schedule** whilst the **insured vehicle** is abroad:

- cover is provided whilst the **insured vehicle** is being transported between ports in countries where **you** have cover (including insured events that occur during the loading and unloading of the **insured vehicle**), providing the **insured vehicle** is being transported along a recognised road, rail, sea or air route of not more than 65 hours under normal conditions; or
- cover is provided whilst the **insured vehicle** is in transit within any country where **you** have extended cover (including insured events that occur during the loading and unloading of the **insured vehicle**), providing the **insured vehicle** is in transit along a recognised road, rail, inland waterway or sea route.

If **we** agree to settle any claim under Section 2 or Section 3 for loss of or damage to the **insured vehicle**, **we** will pay the reasonable cost of transporting and delivering the **insured vehicle** to **you** if the damage has been repaired whilst **you** are still abroad, or to **your** home address if the damage cannot be repaired by the intended time of **your** return to the Republic of Ireland.

If **we** agree to settle any claim under Section 2 for theft of the **insured vehicle**, **we** will pay the reasonable cost of transporting and delivering the **insured vehicle** to **you** if it is recovered whilst **you** are still abroad, or to **your** home address if it is recovered after **your** return to the Republic of Ireland.

You are advised to take a copy of **your Certificate of Motor Insurance** with **you** when **you** travel abroad.

2. Customs Duty

We will provide cover against any enforced foreign customs duty on the **insured vehicle** for which **you** become liable following its temporary importation into any country provided that such liability is as the direct result of any loss or damage to the **insured vehicle** covered by this policy.

The most **we** will pay in relation to enforced foreign customs duty is the **market value** of the **insured vehicle** prevailing in the Republic of Ireland on the date of enforcement.

What is not covered under Section 4:

Sections of this policy which state that cover is restricted to the **geographical limits** will not be extended while the **insured vehicle** is being driven abroad. This includes but is not restricted to:

- Section 1 – Benefit 2. Driving Other Cars
- Section 8 – Breakdown Assistance

Please note that the General Conditions and the General Exceptions also apply.

Section 5 – Personal Accident & Medical Expenses

This Section only applies if cover shown on **your Schedule** is "Third Party, Fire & Theft" or "Comprehensive".

What is covered:

1. Personal Accident for You

We will pay the following benefits to **you** if **you** sustain bodily injury by violent, accidental, external and visible means as a result of an accident:

a) while driving the **insured vehicle**; or

b) while travelling in or getting into or out of the **insured vehicle**; or

c) while travelling in or getting into or out of any other private car which **you** do not own, regardless of whether **you** are the driver or a passenger (excluding any motorcycle, quad-bike, ride-on mower, golf-buggy, any commercial/agricultural vehicle, machinery or equipment or any vehicle not licenced for road use); or

d) while travelling in or getting into or out of any bus, coach, taxi, train, boat, ship, hovercraft or aircraft, but only as a fare-paying passenger; or

e) while as a pedestrian or pedal cyclist involving any road vehicle or train.

We will only pay the following benefits providing that such bodily injury shall solely and independently of any other cause (except for medical or surgical treatment consequent upon such injury) occur within six months of the date of the accident, be the sole cause of:

(i) Death	€30,000
(ii) Loss of Sight The total and permanent loss of sight in one or both eyes.	€30,000
(iii) Loss of Limb The loss by physical severance at or above the wrist or ankle of one or more limbs.	€30,000
(iv) Permanent Total Disablement The permanent inability to perform or attend to any business, profession or occupation.	€30,000

If **you** die, payments relating to benefit (i) will be made to **your** legal representatives.

Payment shall only be made in respect of one benefit listed above in relation to any one claim or series of claims arising out of any one accident. The total liability shall not exceed €30,000 in respect of any one individual.

If this is the only payment made as a result of an accident, **your** No Claims Bonus will not be affected.

2. Personal Accident for Insured Drivers and/or Passengers

We will, at **your** request, pay the following benefits to any **insured driver** or passenger of the **insured vehicle** if they sustain bodily injury by violent, accidental, external and visible means as a result of an accident:

a) while driving the **insured vehicle** (applicable to **insured drivers** only); or

b) while travelling in or getting into or out of the **insured vehicle**.

We will only pay the following benefits providing that such bodily injury shall solely and independently of any other cause (except for medical or surgical treatment consequent upon such injury) occur within six months of the date of the accident, be the sole cause of:

(i) Death	€30,000
(ii) Loss of Sight The total and permanent loss of sight in one or both eyes.	€30,000
(iii) Loss of Limb The loss by physical severance at or above the wrist or ankle of one or more limbs.	€30,000
(iv) Permanent Total Disablement The permanent inability to perform or attend to any business, profession or occupation.	€30,000

If an **insured driver** or passenger dies, payments relating to benefit (i) will be made to the legal representatives.

Payment shall only be made in respect of one benefit listed above in relation to any one claim or series of claims arising out of any one accident. The total liability shall not exceed €30,000 in respect of any one individual.

If this is the only payment made as a result of an accident, **your** No Claims Bonus will not be affected.

3. Medical Expenses for You, Insured Drivers and Passengers

We will provide cover towards costs incurred for medical treatment **you** or any **insured driver** or any passenger receives following bodily injury sustained by violent, accidental, external and visible means as a result of an accident while travelling in or getting into or out of the **insured vehicle**.

We will reimburse costs incurred for medical treatment to any individual mentioned or alternatively to their legal representatives.

The most **we** will pay to any individual mentioned in relation to any one claim or series of claims arising out of any one accident is €1,000.

Conditions which apply to settlement of claims under Section 5:

You or the **insured driver** in charge of the **insured vehicle** must inform **us** immediately of any accident where any person sustains bodily injury, regardless of whether it may result in a claim being made under this Section. **You** must inform **us** immediately of any accident covered under this Section where **you** or any person covered sustains bodily injury which may result in a claim being made under this Section.

You are also legally required to report any accident involving the **insured vehicle**, where any person sustains bodily injury to the Gardai (or the local police if travelling outside the Republic of Ireland).

We will only settle claims under this Section if:

- the person who sustains bodily injury immediately seeks medical advice from a qualified medical expert and follows any treatment prescribed; and
- the person who sustains bodily injury, or their legal representatives, produces the medical certificates and any documentation, reports or evidence which **we** may require in order to substantiate a claim including Death Certificates, Grants of Representation, Garda Reports or Coroners Reports (at **your** expense); and
- **our** qualified medical advisors are allowed to examine the injured person as often as is thought necessary and request relevant medical tests to be carried out if required (which **we** will pay for); and
- **we** are entitled to have access to the post-mortem report or have a post-mortem examination carried out on the injured person if they die (which **we** will pay for); and
- **we** are entitled to detailed accounts, receipts and other documentation which **we** may require in order to substantiate any claim for reimbursement of costs incurred for medical treatment under benefit 3 above.

If **you** or any **insured driver** have another insurance policy with **us**, payment will be made by one policy only.

What is not covered under Section 5:

We shall not be liable in respect of:

- any policy issued in the name of a company or firm; or
- death or bodily injury caused to any person who lives outside the **geographical limits**; or
- death or bodily injury caused by suicide, attempted suicide, serious mental illness or deliberate acts; or
- death or bodily injury caused, prolonged or worsened by any illness, disease, physical defect or disability that the injured person had prior to the accident; or
- death or bodily injury to any person travelling in any vehicle covered by this insurance while used on any de-restricted toll roads (such as the Nurburgring Nordschleife) or any race track, racing circuit or prepared course or used to take part in a rally, competition, trial or any off-road event; or
- death or bodily injury to any person travelling in any vehicle which is taking part in a criminal act; or
- death or bodily injury to any person travelling in any vehicle, if such person was not complying with the law relating to the use of seat belts, child seats or booster seats at the time of the accident; or
- death of or bodily injury to the driver of any vehicle, if such person was prosecuted and convicted under any road traffic legislation (or has a prosecution pending) relating to the level, concentration or quantity of alcohol or drugs in their body at the time of the accident; or
- death of or bodily injury to the driver of any vehicle, if following a post-mortem examination such person is found to have a higher level, concentration or quantity of alcohol or drugs in their body than is permitted by the road traffic legislation of the territory where the accident occurred; or
- death of or bodily injury to the driver of any vehicle, if such person is not permitted to drive that vehicle as defined on **your Certificate of Motor Insurance**; or
- death of or bodily injury to the driver of any vehicle, if that vehicle is being used for a purpose which is not permitted or is excluded by **your Certificate of Motor Insurance**; or
- psychiatric illness, psychological trauma or mental disorders including stress or stress related illness.

Please note that the General Conditions and the General Exceptions also apply.

Section 6 – No Claims Bonus

This Section applies regardless of the level of No Claims Bonus Protection on **your Schedule**.

a) Introductory No Claims Bonus

At **our** discretion, **we** may allow an Introductory No Claims Bonus at the inception of **your** policy based on **your** driving experience and claims record, and include a discount to **your** premium.

If a claim is made under this policy during the **period of insurance**, any Introductory No Claims Bonus will be removed at the next renewal. **You** will then have to earn **your** No Claims Bonus from the start of the scale during subsequent **periods of insurance** in which no claims are made.

If no claim is made under this policy during the **period of insurance**, the Introductory No Claims Bonus will continue to apply and **we** will include a discount to **your** renewal premium (and subsequent renewal premiums) until the Introductory No Claims Bonus is equal to or is less than the maximum earned No Claims Bonus.

b) No Claims Bonus

If no claim is made under this policy during the **period of insurance**, **we** will automatically include a discount to **your** renewal premium. This discount will be calculated in accordance with **our** No Claims Bonus scale applicable at the time **your** policy is due for renewal (full details of which are available on request).

"Step Back" Protection Scale:

If one single claim is made under this policy during the **period of insurance**, **your** No Claims Bonus will be reduced at the next renewal in accordance with the "step back" protection scale shown below:

If two or more claims are made under this policy during **the period of insurance**, **your** No Claims Bonus will be reduced to Nil at the next renewal in accordance with the "step back" protection scale shown below:

	No Claims Bonus entitlement at the next renewal date if you have made:			
No Claims Bonus entitlement at the last renewal date:	0 claims during period of insurance	1 claim during period of insurance	2 claims during period of insurance	3+ claims during period of insurance
Nil	1 year	Nil	Nil	Nil
1 year	2 years	Nil	Nil	Nil
2 years	3 years	Nil	Nil	Nil
3 years	4 years	1 year	Nil	Nil
4 years	5 years	2 years	Nil	Nil
5, 6, 7, 8 or 9 years or more respectively	6, 7, 8, 9 or 10 years or more respectively	3, 4, 5, 6 or 7 years or more respectively	Nil	Nil

The following claims do not affect your No Claims Bonus:

Section:	Additional Benefit:
1. Liability to Third Parties	4. Fire Brigade Charges 5. Emergency Medical Treatment
2. Loss of or Damage to the Insured Vehicle caused by Fire or Theft	1. Loss of or Damage to the Insured Vehicle* 3. Glass Damage 4. Replacement Keys, Locks & Security Devices 5. Fire Brigade Charges 7. Personal Belongings 8. Child Car Seats and Child Care Accessories
3. Accidental Damage to the Insured Vehicle	3. Glass Damage 4. Replacement Keys, Locks & Security Devices 5. Fire Brigade Charges 7. Personal Belongings 8. Child Car Seats and Child Care Accessories 9. Accidental Use of Incorrect Fuel 10. Our Uninsured Driver Promise
5. Personal Accident & Medical Expenses	Any claim made under this Section
8. Breakdown Assistance	Any claim made under this Section

***** where any single claim for Fire, Theft, Attempted Theft or Malicious Damage made under Section 2 during the **period of insurance** will not affect **your** No Claims Bonus entitlement.

If **we** have to make a payment as a result of a claim that has been made by **you** or against **you**, this claim will affect **your** No Claims Bonus entitlement applying to the policy at the next renewal unless **we** can recover **our** outlay in full from the responsible party. This is regardless of whether or not **you** were at fault.

If any claim made under this policy during the **period of insurance** has not been finalised at the time of calculating the renewal premium, **we** will treat any such claim as a valid claim and will reduce **your** entitlement. If the claim is subsequently settled without any payment or within the limits of any No Claims Bonus protection, **we** will recalculate **your** No Claims Bonus entitlement mid-term and refund any premium owing to **you**.

If any claim made under this policy during the **period of insurance** has not been considered when calculating **your** No Claims Bonus entitlement and the renewal premium, **we** may at **our** discretion treat such a claim as having arisen during the subsequent **period of insurance** shown on the renewal notice.

You cannot transfer **your** No Claims Bonus to anyone else and it may only be used on one vehicle at a time.

Section 7 – "Full Protection" No Claims Bonus

This Section only applies if the level of No Claims Bonus Protection on **your Schedule** is "Full Protection".

a) Protected No Claims Bonus

This level of protection only applies if **you** have proof that **you** have earned a No Claims Bonus entitlement of four years or more in **your** own name, and **you** have paid the appropriate additional premium.

If no claim is made under this policy during the **period of insurance**, **we** will automatically include a discount to **your** renewal premium. This discount will be calculated in accordance with **our** No Claims Bonus scale applicable at the time **your** policy is due for renewal (full details of which are available on request).

"Full Protection" No Claims Bonus Scale:

We agree to protect **your** No Claims Bonus entitlement provided that no more than two claims occur within a three-year period applicable at the time **your** policy is due for renewal.

Please note that any claim shown in the table on Page 48 above (which do not affect **your** No Claims Bonus), are also not counted within the "Full Protection" allowance set out above.

Any further claims will result in **you** losing part or all of **your** No Claims Bonus entitlement in accordance with the "step back" protection scale at subsequent renewal as per the table shown below:

	No Claims Bonus entitlement at the next renewal date if you have made:			
No Claims Bonus entitlement at the last renewal date:	No claims made during the current period of insurance	Any claim made during the current period of insurance, which is the only claim in the last three year period	Any claim made during the current period of insurance, which is the second claim in the last three year period	Any claim made during the current period of insurance, which is the third claim in the last three year period
Nil	1 year	Nil	Nil	Nil
1 year	2 years	1 year	1 year	Nil
2 years	3 years	2 years	2 years	Nil
3 years	4 years	3 years	3 years	1 year
4 years	5 years	4 years	4 years	2 years
5, 6, 7, 8 or 9 years or more respectively	6, 7, 8, 9 or 10 years or more respectively	5, 6, 7, 8 or 9 years or more respectively	5, 6, 7, 8 or 9 years or more respectively	3 years

Regardless of the number of years No Claims Bonus to which **you** are entitled, **our** agreement to protect this does not mean that the premium invited for **your** policy at subsequent renewal dates cannot be increased to reflect an adverse claims record or poor driving history or **you** or any **insured drivers**.

Section 8 – Breakdown Assistance

This Section applies to all policies, regardless of the level of cover shown on **your Schedule**.

We are here to help you - 24 hours a day, 365 days a year.

In the event of a **breakdown** in the Republic of Ireland, please call **our** Emergency Helpline on (01) 908 9030. In the event of a **breakdown** whilst travelling in the United Kingdom, the Isle of Man or the Channel Islands please contact our Emergency Helpline on (01) 908 9030.

It is important that **you** contact **us** as soon as possible after a **breakdown**. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not cover call-out charges and labour costs involved unless **we** have given **our** prior agreement.

Our operator will ask **you** to provide the following information and will arrange for an approved agent to come to **your** assistance as soon as possible:

- personal details such as **your** name and policy number in order to validate cover;
- the registration number and the make, model and colour of the **insured vehicle**;
- the nature of the **breakdown** and precise location of the **insured vehicle**;
- a telephone number where **you** can be contacted.

Our approved agents cannot work on the **insured vehicle** if it is left unattended.

If the **insured vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **insured vehicle** and the **insured person(s)** to be taken to a **competent repairer** or provided it is nearer, to **your** home address.

If the **insured vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** to a destination within the **geographical limit**; or
- the hire of a vehicle for up to 48 hours so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

At all times, **we** will decide the best way to provide assistance.

Definitions:

The words or phrases shown below have the same meaning whenever they appear in this Section.

Breakdown

A mechanical or electrical failure, or accidental damage, or damage caused by fire, attempted theft, vandalism or a puncture, which stops the insured vehicle from moving.

Competent Repairer

The nearest garage to the scene of the **breakdown** that can carry out repairs to the **insured vehicle**.

Insured Person(s)

You, or any **insured driver** or any passenger(s) who is in the **insured vehicle** with **your** permission at the time of the **breakdown**.

What is covered:

You are covered for the assistance services detailed in this Section for a maximum of six **breakdowns** during any one **period of insurance**. After **we** have dealt with six **breakdowns** during any one **period of insurance**, this Section of **your** policy becomes void and no further cover will be provided during the **period of insurance**. In such circumstances, or if the service **you** require is not provided for under the terms of this Section, **we** will try if **you** wish to arrange assistance at **your** expense. The terms of any such assistance then become a matter for **you** and the supplier to agree accordingly.

We agree to provide the assistance services detailed below, keeping to the terms, conditions and exclusions provided the **breakdown** happens during the **period of insurance** and within the **geographical limits**.

1. Emergency Roadside Assistance (including Home-Start Breakdown)

We will pay the call-out charge and provide up to one hour of labour for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs providing the **insured vehicle** can be repaired at the scene of the **breakdown**.

2. Vehicle Recovery

If the **insured vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay the cost of transporting the **insured vehicle** and any **insured person(s)** to a single destination, being either:

(a) a **competent repairer**; or

(b) if the **insured person** wishes, their home address, providing it is nearer.

3. Getting you to your destination

If the **insured vehicle** cannot be repaired on the same day as the **breakdown**, and has broken down away from **your** home address, **we** will either:

(a) pay the cost of transporting the **insured vehicle** to a destination within the **geographical limits**, providing that the **insured person(s)** are transported to the same destination; or

(b) if the **breakdown** happens within the Republic of Ireland or Northern Ireland, **we** will arrange and pay the cost of hiring a Category A vehicle for up to 48 hours while repairs are carried out; or

(c) if the **breakdown** happens outside the Republic of Ireland or Northern Ireland, **we** will pay the cost of transporting the **insured person(s)** and the **insured vehicle** to **your** onward destination within the **geographical limits;** or

(d) arrange transport for the **insured person(s)** to travel to a hotel - where **you** must initially pay the cost of transport to the hotel and for hotel accommodation, but **we** will reimburse **you** as per below. The most that **we** will pay for the cost of transport to the hotel and for hotel accommodation is €150 for any one **breakdown**, and **we** will reimburse **you** on receipt of the relevant bill(s).

At all times, **we** will decide the best way to provide assistance.

4. Emergency Message Service

When **you** claim for any of the services detailed in 1, 2 and 3 above, **we** will forward two messages to **your spouse** or **partner**, a member of **your** family, a friend or a work colleague if **you** would like this.

Conditions which apply to Section 8:

An **insured person** must be present with the **insured vehicle** when the approved agent arrives at the scene of a **breakdown**. If the **insured person** is not with the **insured vehicle** and **our** approved agent cannot assist, subsequent attempts to assist will be made at the **insured person's** own cost.

- If **you** cancel an assistance, **you** are not eligible for another call out for that assistance.
- **We** may refuse assistance in circumstances where a driver of the **insured vehicle** is intoxicated, or under the influence of alcohol or drugs.
- **We** may refuse assistance where the **insured vehicle** is in an un-accessible or an off road location or if the **insured vehicle** cannot be transported safely, or legally or without hinderance using a standard transporter, equipment or recovery vehicle.
- If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out, **you** must sign a declaration which states that **our** approved agents will not be responsible for any damage caused.
- The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
- **We** will not be responsible for the **insured vehicle**, once the approved agent has delivered it to either the nearest **competent repairer** or an **approved repairer**.
- **We** shall not be liable for any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault.
- **We** will not pay for any loss that is not directly covered by the terms and conditions of this Section.
- **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** failure to provide this service.
- Replacement hire cars are subject to the terms and conditions of a commercial car hire agreement and may require a full driving licence (without any endorsements) and cash, debit card or credit card deposit. It is also a condition of the car hire agreement that the hire car is returned to the same pick-up point.

What is not covered under Section 8:

- The breakdown of the insured vehicle:
  - if the **insured vehicle** has knowingly been driven in an unsafe or un-roadworthy condition; or
  - if the **breakdown** has resulted from lack of oil, fuel or water; or
  - brought about by an avoidable, or wilful, or deliberate act committed by the **insured person**.
- The costs of:
  - spare or replacement parts, fluids or fuel or other materials used in repairing the **insured vehicle**; or
  - replacing a wheel, if the **insured vehicle** does not have a serviceable spare wheel; or
  - replacing broken window glass or finding missing keys; or
  - ferry crossings, parking charges, fines or toll charges.
- Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins being transported in the **insured vehicle**.
- Any charges arising from an **insured person's** failure to comply with **our** instructions or the instructions of **our** approved agents in respect of the assistance being provided.
- Any claim arising where the **insured vehicle** is carrying more passengers or towing a greater weight than that for which it is designed (as stated in the manufacturer's specifications), or any claim arising directly out of the unreasonable driving of the **insured vehicle** on unsuitable terrain.
- Any costs incurred before **you** notified **us** of the **breakdown**.
- Any claim arising where the **insured vehicle** cannot be recovered by a standard recovery vehicle.
- Any failure on **our** part to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any act or omission of a public authority (including government) whether local, national or international.

Please note that the General Conditions and the General Exceptions also apply.

General Exceptions

The following General Exceptions apply to the whole of the insurance policy, except in so far as is necessary to meet the requirements of the compulsory road traffic legislation.

What is not covered:

1. Excluded Uses and Excluded Drivers

We will not cover any liability, loss or damage arising while any vehicle covered by this insurance is:

(a) being used for a purpose which is not permitted or is excluded by **your Certificate of Motor Insurance**, unless the vehicle is being used for car sharing purposes as defined under General Condition 16; or

(b) being used for the carriage of passengers for "hire and reward"; or

(c) being used to tow a caravan, trailer or other vehicle for payment; or

(d) being used in an unsafe or unroadworthy condition of does not have a valid NCT Certificate; or

(e) while carrying an insecure load or while carrying a greater number of passengers than is permitted by law or is likely to affect the safe driving of the vehicle; or

(f) being used on any de-restricted toll roads (such as Nurburgring Nordschleife) or any race track, racing circuit or prepared course or used to take part in a rally, competition, trial or off-road event; or

(g) being driven by, is in the charge of or was last in the charge of any person who is not permitted to drive by **your Certificate of Motor Insurance**, or is excluded by **endorsement**; or

(h) being driven by, is in the charge of or was last in the charge of any person (including **you**) who does not hold a valid driving licence, has never held a driving licence or having held a driving licence is disqualified from driving or is prevented from holding or obtaining such a driving licence; or

(i) being driven by, is in the charge of or was last in the charge of any person (including **you**) who holds or last held a learner permit unless that person meets the terms or conditions of his/her learner permit including the requirement to be accompanied when driving; or

(j) being driven by, is in the charge of or was last in the charge of any person (including **you**) who does not meet the terms or conditions of his/her driving licence; or

(k) being driven by **you** or any **insured driver**, should it be proved to **our** satisfaction that the driver was under the influence of alcohol or drugs at the time of such loss or damage occurring – where a conviction relating to higher levels, concentration or quantity of alcohol or drugs in their body than is permitted by the road traffic legislation of the territory where the accident or incident occurred (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the driver was under the influence of alcohol or drugs at the time of the accident or incident.

General Exception "1. Excluded Use and Excluded Drivers" above will <u>not</u> apply:

- if the **insured vehicle** has been stolen or taken without **your** authority; or
- if the **insured vehicle** is in the custody or control of a member of the motor trade for the purpose of overhaul, repair, servicing or maintenance.

2. Foreign Use

We will not make any payments for any liability, loss or damage that occurs outside of the **geographical limits** of this policy unless extended under the terms of Section 4 - Foreign Use of the Insured Vehicle, except in so far as is necessary to provide the minimum level of cover in respect of liability which is legally insurable in the country concerned to comply with the compulsory insurance legislation.

Additionally, **we** will not make any payments in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **insured vehicle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings or judgement are brought in such country.

3. Contractual Liability

We will not cover any liability **you** have accepted under an agreement or contract unless that liability would have otherwise existed.

4. Indirect Losses or Expenses

We will not cover any loss or damage to any property or any indirect loss or expense which result from any accident or incident that gives rise to a claim under this policy, such as the loss of use of the **insured vehicle**, loss of earnings or additional travel costs.

5. Radioactivity

We will not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

(a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

6. Earthquake, Riot and Civil Commotion

We will not pay for death, bodily injury, liability, loss or damage (except that which is covered under Section 1) arising during or in consequence of:

(a) an earthquake; or

(b) a riot or civil commotion happening elsewhere than in the **geographical limits** (unless you can prove that the death, bodily injury, liability, loss or damage was not caused by riot or civil commotion); or

(c) any action taken in controlling, preventing, suppressing or in any way relating to (b) above.

7. Pressure Waves

We will not pay for loss or damage to any vehicle covered by this insurance directly caused by pressure waves from aircraft or any other flying objects travelling at or above the speed of sound.

8. Electronic Equipment

We will not pay for liability, loss, damage cost or expense directly or indirectly caused by, resulting from or in connection with:

(a) the failure or inability of any electronic equipment to correctly recognise any data or correctly capture, save, retain, manipulate, interpret or process any data, data command or data instruction; or

(b) interruption of or interference with data in electronic equipment resulting in the loss, destruction or corrupted transmission or corruption of data; or

(c) the loss of or damage to, alteration of or reduction in the functionality, availability or operation of any computer system, hardware programme, software, data, information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results directly or indirectly from malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, logic bomb or trojan horse.

9. Use on Airfields

We will not pay for any accident, death, bodily injury, liability, loss or damage incurred, caused or sustained while any vehicle covered by this insurance is in or on that part of an airport, airfield, aerodrome or any kind of military establishment that is used for:

(a) the take-off or landing of aircraft or the movement of aircraft on the surface; or

(b) aircraft parking aprons including associated service roads, refuelling areas, maintenance areas, hangers and ground equipment parking areas.

10. Pollution

We will not pay for any liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

11. War & Terrorism

We will not pay for liability, loss or damage arising as a consequence of:

(a) war, invasion, act of foreign enemy, hostilities or a warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to an uprising, military or usurped power; or

(b) an act of terrorism; or

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

For the purpose of this exception, terrorism means an act or threat of force or violence by any person or group, whether acting alone, on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or other purpose including the intention to influence any government and/or to place the public, or any section of the public, in fear.

If the insurer alleges that by reason of the exception, any liability, loss or damage is not covered by this policy the burden of proving the contrary shall be upon **you**. In the event that any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Our Service Commitment

At Footprint Underwriting, we care about all of our customers and are committed to providing quality products and the very highest standards of service at all times.

If you have any feedback, suggestions or comments about our products or the standard of service provided, please write to us at the address shown below:

Managing Director, Footprint Underwriting,

First Floor, Whelan House, South County Business Park, Leopardstown, Dublin 18.

We genuinely welcome any feedback, suggestions or comments and see this as an opportunity to improve our products or the standard of service that we can provide to our customers in the future.

Complaints Procedure

We realise that things can occasionally go wrong and there may be times when you feel our standard of service has let you down. If you wish to make a complaint:

1. You should initially contact the insurance broker with whom you arranged your policy.

2. If your complaint is not resolved to your satisfaction, you should contact us using the details provided below outlining the reason for your complaint:

   Head of Compliance, Footprint Underwriting,

   First Floor, Whelan House, South County Business Park, Leopardstown, Dublin 18.

   E-mail: complaints@footprintunderwriting.ie

   Website: www.footprintunderwriting.ie

   Telephone: 01 908 9040

   If you contact us by telephone, please make sure you have your policy number or claims number to hand.

3. If the complaint is not resolved to your satisfaction and you remain dissatisfied with our final response letter, you can refer your complaint to The Financial Services Ombudsman's Bureau at the address shown below:

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

   E-mail: enquiries@financialombudsman.ie

   Website: www.financialombudsman.ie

   Telephone: 1890 882090

Please note that your right to take legal action is not affected by following any of the above procedures.

Data Protection Notice

We recognise that protecting personal information is very important and we understand that you and/or any insured driver have an interest in how we collect, use and share such information. Any personal information will only be held and processed in accordance with the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003.

Please read this Data Protection Notice carefully as it outlines how we use personal data and other information that has been provided to us by you (or on your behalf). You should show this notice to any other person who is covered by this insurance policy and obtain their permission to share their personal data with us, on the basis that their personal data will be used in the manner outlined below. If you provide information relating to anyone other than you, you are responsible for obtaining their consent to use the information as defined below.

The information that you provide will be used to manage your insurance policy with us, including underwriting, claims handling, fraud detection, policy administration and statistical analysis. It may on occasion be necessary to collect sensitive data relating to you, any insured driver, or any person who is covered by this insurance policy, such as mental or health records, criminal convictions, pending legal proceedings and bankruptcy or debt details in order to administer this policy or process any claim.

Any telephone calls made to Footprint Underwriting or to our service providers may be recorded or monitored to protect you and for training and verification purposes.

All requests to change or alter a policy for you or any other insured driver(s) should be submitted to your insurance broker.

Sharing of Information

Information provided by you (or on your behalf) will be treated in confidence, however in order to administer your policy and to detect and prevent crime (such as fraud and money laundering), we may share or verify information about you and your claims history with:

- your broker;
- our agents, our service providers and/or any other companies within Footprint Underwriting DAC and their respective Groups;
- ARAG Legal Protection Ltd and their respective Group;
- Wakam and their respective Group;
- other insurers and their agents or service providers (such as loss adjusters, private investigators, solicitors);
- recognised trade, governing and regulatory organisations we belong to or are governed by;
- persons or organisations where required to by law (such as An Garda Siochana);
- fraud prevention agencies/databases such as Insurance Link (if you provide false or inaccurate information, we will record this);
- any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

These companies and organisations may on occasion be based outside of the European Economic Area (EEA). We will aim to ensure that the level of protection applied to the processing of your personal information within these countries is similar to that applied in Ireland, specifically that:

- any transfer of information is lawful; and
- your information is kept securely; and
- your information is only used for the purposes detailed in this Data Protection Notice.

Insurance Link

We may share information about any claims with the Insurance Link database.

The information stored within the Insurance Link database may include identification details and the nature of any loss or damage suffered by you or any third parties involved in a claim incident, including details relating to any bodily injuries sustained. As noted above, the information may be shared with other insurers and/or Government bodies.

The information helps us to:

- verify that claims information matches what was provided when cover was taken out; and
- prevent multiple claims for the same personal injury or damage; and
- detect fraud, and to provide a basis for the investigation of suspected fraud.

By visiting the www.inslink.ie website you can find out what information is held about you and your previous insurance claims on the Insurance Link database.

If you would like a copy of information that we hold about you

Under the Data Protection Acts 1988 and 2003 you can request a copy of the information we hold about you, or request that any incorrect information is rectified. Requests should be sent in writing, along with a cheque to the sum of €6.35, to:

Head of Compliance, Footprint Underwriting,

First Floor, Whelan House, South County Business Park, Leopardstown, Dublin 18.

Please allow up to 40 days for us to send the information to you, or rectify any incorrect information.

Your Consent

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration, including:

- underwriting;
- administration;
- statistical analysis;
- claims handling;
- fraud prevention.

You can find further details about our responsibilities to you concerning your data and personal information in the Data Commissioner's Code of Practice on Data Protection for the Insurance Sector at:

www.dataprotection.ie

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ARRANGED BY



footprint underwriting

Footprint Underwriting: First Floor, Whelan House, South County Business Park, Leopardstown, Dublin 18.

www.footprintunderwriting.ie

Footprint Underwriting DAC t/a Footprint Underwriting is registered in Ireland.

Footprint Underwriting DAC tla Footprint Undenvriting is regulated by the Central Bank of Ireland (Ref: Cl 20744)

Policy Booklet: v2025.09 Wakam 1 Year excl. LEP

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