Motor Insurance Policy

DUAL

Thank you for choosing DUAL.

We have given a great deal of thought to ensure **we** provide the cover and service **our** intermediaries would expect for their most important clients.

If **you** do need to make a claim please rest assured that **we** will deal with it promptly, without fuss and in a manner **you** would expect from someone **you** have chosen to protect **your** possessions.

If throughout the **policy** period **you** have any suggestions as to how **we** may improve any aspect of **our** cover or service, please let me know.

I wish **you** a year of safe and pleasurable motoring.



Barry O'Dwyer
Managing Director
DUAL Underwriting Ireland DAC
98, St Stephen's Green
Dublin 2, D02 F3F2
Ireland.

Useful Contact Details

DUAL General Enquiries:
enquiry@dualgroup.ie

Motor Claims telephone:
00 353 1 2611482

Windscreen Claims telephone:
00 353 1 2767011

Motor Legal Expense Claims telephone:
00 353 1 6640009

European Motor Breakdown Assistance:
00 353 1 6640009

This motor Insurance is arranged by DUAL Underwriting Ireland DAC trading as DUAL Private Client which is regulated by the Central Bank of Ireland, and underwritten by Hiscox SA.

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DUAL Private Client is a trading name of DUAL Underwriting Ireland DAC which is regulated by the Central Bank of Ireland. Registered No. 633531. Registered office: 98, St. Stephen's Green, Dublin 2 D02 F3F2.

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General

Special Notes

Important

Please let **our** trusted claims partner **Sedgwick** know immediately about any event which could lead to a claim, by calling the Motor Claims telephone number. **We** are very proud of **our** claims service. **We** know that this is when **you** need **us** most and **we** provide a speedy and efficient service to make the process as easy as possible for **you**.

Our Right of Recovery

If by law **we** have to make a payment that **we** would not otherwise have had to make, **we** may seek recovery of that outlay incurred from **you** and/or the driver of the vehicle.

Accident Line

You can contact [our claims partner Sedgwick 24 hours a day, 365 days a year on 01 261 1482 or by sending an email to dualmotorclaims@ie.sedgwick.com for help on all new and existing motor claims.

In the event of an incident giving rise to a valid claim under **your policy**, **we** will:

Tow-In-Service – if **your car** cannot be driven away from the scene of an accident, collection and re-delivery can be arranged; and

arrange for the repatriation of **you** or the driver of the **car** at the time of the accident, and **your** or their passengers, from the scene of an accident.

Sedgwick Motor Services

Sedgwick operate in collaboration with our partner ARM and a nationwide panel of motor garages. When **you** use this service, the following benefits will apply:

1. Courtesy Car – In the event of loss of or damage to the **car**, which results in a claim under **your policy**, **we** will provide **you** with a courtesy car;
   a. for the duration of the repairs; or
   b. until (in the event the **car** is deemed by **us** a write off) the total loss claim is settled; or
   c. until (in the event the **car** is stolen) the theft claim is settled

The maximum amount payable under this Courtesy Car cover for each incident is €4,000.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier and will be considered an insured **car** for the time it is in **your** or a **named driver's** possession.

Please note: If the courtesy car provided is not to **your** satisfaction, **you** can arrange **your** own courtesy car. Should **you** arrange **your** own courtesy car**, we** will pay up to a maximum of €4000 and **your excess** will apply to a claim under this **policy**. Where appropriate **we** will return the **car** to **you** and collect any courtesy car which **we** have provided from **you**;

Guaranteed Repairs – on all work carried out by Sedgwick Motor Services for the duration the **car** remains registered in **your** name;

Cleaned Car Guarantee – **your car** will be returned to **you** clean, both inside and outside; and

Excess Waived – **we** will waive the requirement for **you** to pay any **excess** under €1,000 under section 1 – Loss of or damage to the **car**, if **you** choose to use Sedgwicks Motor Services to both repair **your car** and where applicable to provide **you** with a Courtesy Car

In the event **you** choose not to use this service, **we** will only cover the cost incurred by the rental of a Courtesy Car up to €4000. No additional benefits will be applicable.

Alerting you to important information

Cover alerts: these green boxes draw your attention to important information regarding the application of **your policy.**

Attention alerts: these red boxes draw your attention to terms which limit **your** cover.

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Introduction

Your Policy and Schedule

We have enclosed **your policy schedule** and Road Traffic Act **certificate(s) of insurance** and disc(s) separately. **You** should read these as one document together with this policy booklet. The **schedule** shows **your** cover and any extra benefits or amendments, which may apply.

You have the right to cancel **your policy** within the **cooling off period**. **You** need to return **your certificate**(s) and disc(s) to **your** insurance intermediary or broker so **we** can cancel the **policy**. **We** will work out the premium for the period **we** have been insuring **you** and refund the balance. If **you** wish to cancel **your policy** outside of this 14-working day period, please read the section 'Cancellation' on page 19 for more information.

Your Dual Private Client Car Insurance Policy

This policy booklet, the information **you** have provided, the **schedule** and the **Certificate of Insurance**, form the contract of insurance between **you** (the policyholder) and **us** (Hiscox SA).

In return for **your** premium, **we** will provide the cover shown in the **schedule** for accident, injury, loss or damage that happens within the geographical limits during the **period of insurance**.

Auto-renewal

DUAL Private Client will send **your** insurance intermediary or broker notification of renewal of the **policy** not less than 20 working days prior to the date of expiry of the **policy**. **Your policy** will be automatically renewed at the end of the **period of insurance** unless **you** inform **us** or **we** inform **you**, through DUAL Private Client, to the contrary. If **your** intention is not to renew **your policy you** must advise **your** insurance intermediary or broker of **your** intention before the expiry of the **period of insurance** to avoid any premium becoming due to **us**.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, **you** and **we** can choose the law which will apply to this contract. Unless stated otherwise in the **schedule**, this **policy** is governed by the laws of Ireland.

Complaints policy

We aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong. **We** will do **our** best to deal with **your** complaint as effectively and quickly as possible.

Your insurance intermediary or broker has arranged this **policy** with DUAL Private Client for **you** which is underwritten by Hiscox SA

If **you** wish to make a complaint in relation to Sections 1 – 7 of this **policy**, **you** can do so at any time by referring the matter to;

Managing Director
DUAL Underwriting Ireland DAC
98, St. Stephen's Green, Dublin 2, D02 F3F2, Ireland
Email: enquiry@dualgroup.ie
Phone: 01 664 0001

Alternatively, if **your** complaint relates to sections 1- 7; **you** can contact: Hiscox Ireland Customer Relations either in writing at:.

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

If **you** remain dissatisfied after the internal complaint resolution process and if **you** are a consumer (as defined in the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Consumer Protection) Regulations 2025) **you** have the right to refer **your** complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
DO2 VH29
Phone: +353 1 567 7000
Email: info@fspo.ie

Web: www.fspo.ie

You will not lose **your** right to take legal action if **you** contact the Financial Services and Pensions Ombudsman.

Insurance Act 1936 (Section 93)

All monies which become or may become payable by **us** to **you** under this **policy** shall, in accordance with section 93 of the insurance act 1936 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

Definitions

Throughout **your policy** documentation certain words have a specific meaning wherever they appear and **we** have defined these below.

Agreed value

The agreed value means the amount **your car** is insured for and the maximum amount **we** will pay if **your** vehicle is stolen and not recovered or totally destroyed. The agreed value for each **car** insured under this **policy** is shown in the **schedule** and as agreed with **us**. The agreed value provided by **you** must include the value of:

- all manufacturer fitted extras and modifications;
- any car-phones, satellite navigation equipment, games consoles, radio CD and DVD players, televisions or similar equipment permanently fitted to the **car** in accordance with manufacturers specifications; or
- any non-manufacturer fitted extras or modifications as notified by **you** to **us**, and which **we** agree to cover.

In the event that a **car** shown in the **schedule** is stolen and not recovered or damaged beyond economic repair the maximum amount **we** will pay is the **car's market value** at the time of the loss unless the new car replacement cover applies. If new car replacement cover applies, **we** will replace the **car** with a new car of the same make and model. However, the cost of the replacement car must not exceed the original **agreed value**, shown in your **schedule** at the initial inception of **your policy.**

Bodily injury

Injury resulting directly from an accident caused by something violent and visible.

Car

Any vehicle **you** have given **us** details of and which **we** describe under the heading of 'Vehicles or classes of vehicles, the use of which is covered' in the **certificate we** have given **you** and which is still in force.

Certificate of Insurance or Certificate

The current document that proves **you** have the motor insurance **you** need by law. The **certificate** shows who can drive **your car**, what **you** can use it for and what cars **you** are allowed to drive. It is proof that **you** can use your **car** on a road or in any other public place, as needed by the Road Traffic Acts. The **certificate** does not show the cover **you** have

Computer or digital technology

Any negligent act, error or omission by anyone in the:

- use, creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.

Cooling off period

The 14 working days after:

- the start date of the **policy**; or
- the day on which **you** receive **your policy** documents;

whichever is later.

Cyber-attack

Any digital attack which is designed to:

- gain access to;
- extract information from
- cause damage to; or
- disrupt access to or the operation of:

any data or **computer or digital technology**, including but not limited to any:

a. **virus**;
b. malicious search engine optimization;
c. malicious clicking on any pay-per-click links;
d. crypto-jacking; or
e. denial of service attack or distributed denial of service attack.

Cyber loss

Damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly or indirectly caused by

- a **cyber attack** or fear or threat of a **cyber attack**;
- A **hacker** or fear or threat of a **hacker;**
- **Computer or digital technology error;**
- **Social engineering communication**; or
- The item's digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker.**

Insured Person

Refers to the Policyholder, any **named driver** and any person whose driving is covered by the terms of the **certificate.**

Named driver

A driver who is listed in the **schedule** and whose driving is covered by the terms of the **certificate** but who is not the **policyholder.**

Household member

Household member means any member of **your** household who permanently resides with **you.**

(including **your** domestic employees or any person living in the grounds of **your** residence) or any children studying away from home.

Identity fraud

Identity fraud means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named driver** without **your** or a **named driver's** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from the **car** being stolen or another covered loss under the **policy** during the **period of insurance**. An act, or a series of acts, against **you** or a **named driver** by one person or group of people is considered to be one identity fraud.

Loss of a limb (section 4)

Having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

Endorsement

Changes in the terms of **your policy**. These are shown in **your schedule.**

Excess

The first amount of a claim that **you** or a **named-driver** or any other **insured-person** will have to pay or support before **we** make a payment. The excess applies to any insured events covered under **your** contract of insurance unless stated otherwise in **your policy**. If multiple excesses are listed, only the highest applicable excess applies.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- **computer or digital technology**; or
- data held electronically by **you** or on **your** behalf.

Limit of Indemnity

The most **we** will pay in the event of a valid claim; provided there is no inner limit or other limitation recorded under the specific terms and conditions of **your policy.** The **limit of indemnity** is shown is **your policy**

In the event where a covered claim involves more than one **insured-persons**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to **you**.

Market Value

The vehicle's current market value is determined by what buyers will pay and sellers will accept for that make and model.

Notice to Policyholders

Any notification of cover change(s) issued by **us** to **you**.

Partner

Your partner or husband or wife, living at the same address as **you** and sharing financial responsibilities with **you**. This does not include any business partner or associate.

Period of Insurance

The period of time covered by this **policy**, as shown in the **schedule**, and any further period that **we** agree to insure **you** for.

Person-insured: (Section 4)

The person named in the **schedule** as being insured.

Policy:

The contract of insurance agreed between **you** and **us.** The **policy** includes :

- this document, including its terms, conditions, limitations, exclusions and all other provisions; and
- the **schedule**; and
- any **endorsement**(s); and
- any proposal form and / or statement of fact and / or declaration; and
- all other information provided by **you** or in **your** behalf in connection with this insurance.

Private car

Any vehicle which :

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

Programs

A set of instructions written in a computer language which tells a **computer or digital technology** how to process data or interact with ancillary equipment.

Schedule

The document which sets out **your** details, the **period of insurance**, the sections of the **policy** that apply and any **excesses or endorsements**. The **schedule** forms part of this **policy**.

Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

Space perils

Conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology.

Virus

Programs designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware and other malicious software or viruses.

We, us, our

Hiscox SA (for the General sections and for the purposes of the insurance provided under sections 1, 2, 3, 4, 5, and 6 of this **policy** booklet).

You, your

The policyholder named in the **schedule**.

Geographical limits and Insurance provided

Geographical limits

We will provide insurance as set out in this **policy** booklet for events which may happen in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands during any **period of insurance**.

Insurance provided (see your policy schedule)

Depending on and subject to the terms, exceptions and conditions of this **policy**, the following sections will apply;

- Sections 1, 2, 3, 4, 5 and 6.

In addition, the following sections will apply if shown in **your policy schedule**;

- Section 7 : Motor Legal Expenses
- Section 8 : European Motor Breakdown Assistance

Motor Legal Expenses (underwritten by ARAG Legal Protection Limited) and **European Motor Breakdown Assistance** (underwritten by ARAG Insurance Company Limited) are provided by DUAL Private Client and the relevant policy wordings are enclosed at the back of this booklet for **your** convenience. These are separate covers and do not form part of the product and policy wording underwritten by Hiscox SA.

Foreign use – Using your car abroad

Your policy automatically, provides cover within the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the United Kingdom, for a period of 90 days in any one trip in respect of the **car**.

Your certificate provides evidence that the insurance extends to include the compulsory motor insurance requirements of the territories shown above.

If however, **you** do require an international green card, **we** will supply **you** with one free of charge. Please let **us** have, at least, one week's notice in advance of **your** journey. **We** will provide cover for the period shown in the international motor insurance card (Green Card) **we** have issued for the **car** while it is in any of the countries the Green Card applies to or while being transported between any ports in those countries. If **you** claim for a vehicle **we** insure, **we** will also cover any costs **you** have as a result of being forced to pay a customs duty or a Spanish Bail Bond.

The following cover **does not apply** when **you** are using **your car** abroad:

- **Driving other of cars** under Section 2 D (page 26)
- **Subsection 5** – **Driving other Cars** – **Loss of or damage extension** under Section 6 Additional Benefits (page 35)

No-claim discount, replacement lock cover, fire brigade charges and Open Driving

No Claim Discount

We will reduce **your** premium (apart from the amount chargeable under Section 4) according to the following scale if no claim is made or arises under this **policy** in the **period of insurance** consecutively preceding the renewal date :

Period of insurance	Reduction
One Year	30%
Two Year	40%
Three Year	50%
Four Year	60%

Optional no-claim discount protection

If **you** have selected Optional no-claim discount protection this will be shown in **your policy schedule**.

No-claim discount step-back

If **you** have not purchased optional no-claim discount protection and make a single claim in a three year **period of insurance**, **we** will reduce **your** no-claims discount as follows:

- 60% to 40%
- 50% to 30%
- 40% or less to nil

Any payment **we** make for;

1. a fire or theft claim; or
2. a claim **we** deem **you** are not responsible for,

will not affect **your** no-claim discount. The no claim discount is earned on each **car** separately if there is more than one **car** insured.

Fire Brigade Charges

We will pay for charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in the **car** (in circumstances which have given rise to a valid claim under **your policy**); and
- remove the driver or passengers from the **car** using cutting equipment.

The most **we** will pay is €5,000 per claim.

Replacement Lock cover

In the event of damage to locks or in the case of the theft or loss of keys, ignition card or lock transmitter of the **car**; **we** will pay for the cost of replacing:

1. all external door locks of the vehicle;

the ignition/steering lock if this is operated by the same key; and

the lock transmitter and/or central locking interface.

Unless **we** agree otherwise, the most **we** will pay is €5,000 per **car** and €15,000 per **period of insurance**.

The **excess** will not apply to this cover, and **your** no-claim discount will not be affected if **you** or a **named driver** claim under this section

Exclusions:

We will not pay for any loss of or damage:

1. if **you** do not report the loss or theft of keys to An Garda Síochána within a reasonable timeframe and share the assigned Garda Paulse number with **us**;
2. if **your** keys are stolen by deception or fraud or taken by any household member.
3. Incurred by the rental of a courtesy vehicle.

Open driving

All **cars** are insured for fully comprehensive use by other drivers, unless an exclusion is specified on **your policy schedule.** This cover does not apply :

1. while the **car** is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 years of age unless that person is shown as named under paragraph 6E of the current **certificate of insurance** that has been issued for the **car** and remains in force.
2. while the **car** is being driven by (or is in the charge of, for the purpose of being driven by) any **household member** not named in the **schedule**
3. while the **car** is being driven with **your** permission by someone who does not possess a full Irish, UK, or EU licence, whether or not **you** are aware that this person lacks the required licence.

In the event of a claim, **we** will apply the same **excess** as if **you** were driving the **car** at the time of the accident.

General Exclusions

The following exclusions apply to section 1, 2, 3, 4, 5 and 6 of this **policy**. Any additional exclusions are shown in the sections to which they apply.

We will not pay for the following except where it is necessary to meet the requirements of road traffic legislation.

1. Any accident, injury, loss, damage or liability which happens if any **car** shown in the **certificate** is, at the time of the accident, being driven or used other than as allowed under the terms of the **certificate**.
2. Any liability **insured persons** have under an agreement which they would not have if the agreement did not exist.
3. Any accident, **bodily injury**, loss or damage (except under section 2) arising during or as a result of:
    a. an earthquake; or
    b. a riot or civil commotion happening elsewhere than in Ireland, Great Britain, the Isle of Man or the Channel Islands (unless **you** can prove that the loss, damage or injury was not caused by that riot or civil commotion).
4. Loss or damage (except under section 2) directly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.
5. Loss or damage to any property or any indirect loss or expense (consequential loss).
6. Loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from :
    a. ionising radiations or contamination by radioactivity from any 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 thereof
    c. any consequence of War, Invasion, Act of Foreign Enemy, Hostilities, (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power, or a similar event
    d. any consequence of an act of terrorism including any action taken to control or prevent an act of terrorism. Terrorism means an act or threat of force or violence by any person or group, whether acting alone or in connection with any organisation, whose intention is to influence any government or to place the public, or any section of the public, in fear.
7. Any accident, injury, loss, damage or liability which occurs where any **insured person** driving or using but not driving a **car** or any other type of **private vehicle**:
    a. has at the time of the accident giving rise to the claim a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations (or similar legislation of any other applicable country); or
    b. is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.
    c. has not advised **us** of any convictions or any pending prosecutions of any nature
8. Any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
9. Any loss, damage or liability arising out of a deliberate act by any **insured person** or by anyone acting on behalf of an **insured person**.

10. Any loss, damage or liability arising from any racing, rallies, trials, pace making, speed testing or participation in any prearranged or organised event or any on track use.
11. Any loss, damage or liability arising from the operation of any car that has been hired, leased or loaned by **you** or any **named driver** for a fee to any other person.
12. Any **bodily injury** to an employee arising out of their employment by an **insured person**.
13. Any accident, injury, loss, damage or liability arising out of the use of any vehicle with less than four wheels unless agreed by **us** and show in the **schedule.**
14. Any accident, injury, loss, damage or liability arising out of the use of any vehicle without the owner's permission.
15. Any accident, injury, loss, damage or liability arising out of any airport service vehicles.
16. Any liability arising directly or indirectly from or in connection with a **cyber loss**.
17. Any loss, damage or liability arising directly or indirectly from or in connection with **space perils**.

General Conditions

Keeping to policy

1. **You** must keep to these conditions before **we** will make any payment under this **policy**.
   a. **You** are under a duty to answer all questions, which **we** ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by **you** to **us** for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by **you** to **us** will form part of **your policy** with **us**.
   b. **You** or any other person on whose behalf payment is claimed must keep to the terms and conditions of this **policy**.
   c. Since the start date of the **policy** or **your** last renewal date (whichever is the latest), if there has been a material change in **your** circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this **policy** or the nature of the risk underwritten), or those of other drivers covered under this **policy**, **you** must advise **us** immediately or **you** may lose all benefit and cover under this **policy**.
   d. Any **insured-person** whose driving is covered by the terms of the **certificate** must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence.
   e. Any **insured-person** whose driving is covered by the terms of the **certificate** must comply with any restriction, condition and limit on their driving licence including any restriction relating to the class of vehicle being driven or any other licence condition that may apply.
   f. Any learner permit holder whose driving is covered by the terms of the **certificate** must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations, which apply to such learner permit holders while driving.

Claims

You or any other **insured-person** cover under paragraph 4 of the **certificate** must:

   g. let **us** know immediately about any event which may give rise to a claim under this **policy** with all the details **we** may need;
   h. let **us** know immediately if **you** become aware of any prosecution or inquest in connection with the event;
   i. not admit, deny, negotiate or settle a claim without **our** written permission;
   j. send **us** all documents, proof, information and any letter or legal summons or similar document **we** may reasonably need; and
   k. co-operate fully with **us** in the investigation, handling and settlement of any claim.

We may do the following.

   a. **We** may at our discretion take over and carry out in **your** name (or that of any '**insured person'**) legal proceedings to defend or settle any claim, or to prosecute in **your** name (or the name of another **insured-person**) a claim for **our** own benefit. **We** will decide how any proceedings are carried out or how any such claim is settled.

b. If **we** have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, **we** have the right to ask **you** (or any other **insured person**) to repay **us** if **you** have not kept to the terms, conditions and exceptions of this **policy**.

c. If the law of any country in which this **policy** applies, or an agreement between insurers and government (for example, The Motor Insurers' Bureau of Ireland agreement) says **we** must make any payment on **your** behalf (or any other **insured-person** behalf) which **we** would not otherwise have paid, **we** have the right to:

   i. recover the amount back from **you** or the other **insured-person**; or

   ii. recover the amount back from the person who was responsible; or

   iii. recover the amount back from both the person who was responsible and the **insured-person.**

Cancellation

You may cancel this **policy** at any time after the **cooling off period** by returning **your certificate** of motor insurance and windscreen disc to **your** insurance intermediary or broker. As long as no claim has happened during the current **period of insurance**, **we** will work out the premium for the period for which **we** have insured **you** and refund any balance. **We** will not refund any premium if **you** have made a claim or if one has been made against **you** during the current **period of insurance**.

We may cancel this **policy** by sending 10 days' notice by post to **your** last known address. **You** will then be entitled to a refund of part of **your** premium.

If **you** wish to cancel **your policy** within the **cooling off period**, please read the section 'Your policy and schedule' on page 7 for more information.

Cancellation – default on direct debit

Commented [EB1]: Dual : Please confirm what we should have here

If **you** are paying **your** premium by instalments under the Close Brothers Premium Finance Ireland Instalment Payment Plan Agreement ('the Agreement') **you** authorise DUAL or **us** at **our** discretion to cancel this insurance **policy** following any default notice issued to **you** under the Agreement. This insurance **policy** will only be cancelled after sending 10 days written notice to **your** last known address.

Fraud and misrepresentation

You may lose all benefit under this **policy** if any claim is fraudulent in any way or if **you** or anyone acting on **your** behalf has used any type of fraud relating to this insurance **policy** (this includes exaggerating a claim, making a claim which is in any way false, or **use** of any false or stolen documents when making a claim – this list is not exhaustive).

You may lose some or all benefit under this **policy** if **you** have not answered all questions, which **we** have asked, honestly and with reasonable care (including any answers or information **you** have provided to **us** that may have affected **our** decision to provide cover or in calculating the **policy** premium) or if **you** have used any false or stolen documents in applying for the cover provided under this **policy**.

In the event of any fraud relating to this insurance **policy we** may cancel the **policy** and retain the premium paid.

Duty to take care

You must take all reasonable steps to prevent accident, injury, loss or damage. **You** must ensure the **car** is kept in a roadworthy condition, which includes ensuring that the tread depth on **your car** tyres are within the legal limits and if required that **your car** has a current and valid National Car Test (NCT) certificate. **You** must ensure the **car** is properly compliant with all Road Traffic legislation at all times.

If **you** do not comply with the Duty to take care condition and do not take all reasonable steps to prevent accident, injury, loss or damage, then :

a. no cover operates under this **policy**; and
b. if **we** have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, **we** have the right to ask **you** (or any other **insured person**) to repay **us** that outlay.

We reserve the right to inspect every **car** listed on the **schedule** at any time.

Arbitration

Any dispute between **you** and **us** (about **our** liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. **We** may not refer the dispute to arbitration without **your** consent where the amount of the claim is less than €5,000. If **you** do not refer such a dispute to arbitration within 12 months of the dispute arising, **we** will treat the claim as abandoned and **you** will no longer be permitted to refer the dispute to arbitration.

Information or changes we need to know about

You must immediately tell **us** about:

c. any change or replacement of the **car**(s) or if **you** sell or dispose of the **car**(s);
d. a change to any driver that may drive the **car**(s);
e. any change in the way the **car**(s) is used;
f. any change in the address at which the **car**(s) is normally parked overnight;
g. any modifications to the **car**(s);
h. any change affecting ownership or the main driver of the **car**(s), for example **you** must let us know immediately, if at any time, during the **period of insurance**:
    i. the Main driver of the **car**(s) on cover under this **policy** changes;
    ii. if **you** become the main driver of another vehicle, or
    iii. if **you** or a **named-driver** are given full time access to a company vehicle.
i. any accident, loss or claim (excluding windscreen claims) made against **you** or any **insured-person** that have not already been advised to **us**;
j. any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a ‘spent conviction’ under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to **us**;
k. any medical condition, that impairs any driver’s ability to drive, that has not been advised to the National Driving Licence Service or that have not already been advised to **us**;
l. any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

If **you** don’t give **us** full and correct information, or tell **us** about the above changes, **we** may refuse to pay all or part of a claim. Therefore, to ensure **you** are fully protected if **you** are unsure whether **you** need to tell **us** of a change in respect of **your** circumstances relating to **your car** or **car** insurance, please contact **us** immediately.

Other insurance

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

n. If at the time of any claim any other **insured person** has another insurance **policy** covering the same loss, damage or liability, **we** will not pay any part of the claim.

Events insured

(arranged by DUAL Underwriting Ireland DAC and underwritten by Hiscox SA)

Section 1 – Loss of or damage to the car

We will pay for loss of or damage to the **car** or any part of it or its accessories and spare parts.

(whether such spare parts are on **the car** or in **your** private garage) and loss or damage while it is being transported by sea (including loading and unloading) between any ports in the territories covered by this **policy**.

We may at **our** sole discretion:

- repair or replace the **car** or any part of it; or
- pay a cash amount for the loss or damage to the **car**, not exceeding the **agreed value** (where new car replacement does not apply).

We will waive the **excess** amount normally applicable under this section if :

- The **car** is listed in the **schedule**; and
- the **car** is damaged beyond economic repair (in a single accident) ; or,
- the damage is caused by
    - a fire; or
    - self-ignition; or
    - lightning; or
    - an explosion; or
    - theft or attempted theft.

In the event that a claim is covered under section 1 of this **policy** but the vehicle is not listed in the **schedule,** an **excess** of €1,000 will apply, regardless of the cause of damage.

Hire-purchase or contract-hire agreement

If **we** know that the **car** is covered by a hire-purchase or contract-hire agreement, **we** will pay any claim to the owner described in the agreement. **We** will then have no further liability for the payment.

Pairs and sets

In circumstances which have given rise to a valid claim for loss of or damage to the **car** under this section and **we** cannot match the upholstery, a replacement wheel(s) or any other part of the **car** that forms part of a pair or set the maximum **we** will pay is up to €10,000 per claim to replace the matching parts of the damaged items.

Trailer(s)

We will extend the cover under this section to include loss of or damage to any trailer or non-motorised house box while either detached from the **car** or attached to the **car**, for the purposes of being operated or drawn, provided this is permitted by law.

We won't apply any **excess** under this cover.

Unless **we** agree otherwise, the most **we** will pay for this is €5,000 per claim and €10,000 per **period of insurance**.

Uninsured vehicle

If **you** have a valid claim under this **policy** involving another identified but uninsured vehicle, **your** no claim discount will not be affected and **we** won't apply an **excess**, provided that :

a) the **insured person** driving the **car** at the time of the accident is not at fault, and

b) **you** or the **insured person** reported the accident to An Garda Síochána within 48 hours of the accident or as soon as reasonably possible and share the assigned Garda Paulse number with **us** and

c) **you** or the **insured person** have the details of the uninsured vehicle involved in the Road Traffic Accident including registration number, make, model, and color and said details are made available to **us.**

If **you** or the **person-insured** or any passenger that were in the **car** at the time of accident**,** suffer personal injury arising from the same accident, then **you** should immediately notify the Motor Insurers' Bureau of Ireland (MIBI) by completing the following online form : Online Claim Form.

Alternatively, **you** can also download and print the Claim Notification Form available on the on the MIBI's website - Motor Insurers' Bureau of Ireland (MIBI). If **you** choose this option, the Claim Notification Form should be fully completed and returned to the Motor Insurers' Bureau of Ireland either by email (info@mibi.ie) or by registered post at the following address : MIBI, 5 Harbourmaster Place, IFSC, Dublin 1.

Exclusions to section 1

We will not pay for:

1. wear and tear, mechanical, electrical or electronic breakdown;
2. loss of use;
3. any modifications unless they form part of the manufacturers standard specification or are optional extras that **we** have agreed to cover;
4. any more than **our** share for loss or damage if, at the time of a claim, there is any other policy covering the loss or damage;
5. any loss of or damage to the **car**, which does not arise from an accidental, sudden or unforeseen cause;
6. loss or damage arising from confiscation or destruction by or under order of An Garda Siochana or any public authority;
7. any reduction in the value of the **car** following any loss of or damage to the **car**;
8. any car-phones, satellite navigation equipment, games consoles, radio CD and DVD players, televisions or similar equipment permanently fitted to the **car** in accordance with manufacturer's specifications if the cost of replacement is not included in the **agreed value** of the **car** as shown in the policy **schedule;**
9. loss of or damage to any property in or on any **car** or trailer;
10. Loss or damage to the **car**, it's accessories and spare parts caused by goods carried in the **car;**
11. loss of or damage to the **car** exceeding the **market value** if at the time of the event giving rise to the claim the **car** does not have a current and valid National Car Test (NCT) certificate.
12. loss of or damage to the **car** caused by incorrectly fuelling the **car**, the use of substandard or contaminated fuel, lubricants or parts.

13. any loss, damage, liability, or **bodily injury** arising out of any event which occurs while the **car** is :
    - pulling a trailer that is not allowed by law; or
    - pulling more trailers than is allowed by law; or
    - pulling a trailer which exceeds the maximum specified towing limit for the **car**; or
    - pulling a trailer for hired and reward or payment.

Section 2 – Liability to third parties

We will pay:

- the full amount an **insured person** (or their legal personal representatives) may have to pay for being legally liable for a person's death or **bodily injury**; and
- up to a limit of €30,000,000 including costs and expenses, the amount an **insured person** (or their legal personal representatives) may have to pay for being legally liable for damage to property;

arising as a result of an accident caused by or in connection with the **car** (including any non-motorised trailer or caravan attached to the **car**).

A. Legal costs

We may pay the following legal costs if they relate to an incident which is covered under this section.

1. The fees of lawyers asked to represent any **insured person** at a coroner's inquest or defence in any district court.

The costs of defence against a charge, under sub-section 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.

All other legal costs and expenses which are run up in defending any claim for **bodily injury** or damage to property arising as the result of an accident caused by or connected to the **car** and for which the **insured person** may be legally liable.

We will not be liable for any expenses **you** or any **insured person** incur without **our** prior approval and written permission.

The most **we** will pay is €150,000 per claim.

B. Compulsory insurance in the European Union and other countries

We will extend the insurance under this section to give the minimum cover required by law relating to compulsory insurance for **cars** driven in any country which:

- is a member of the European Union; or
- has, according to the Commission of the European Union, made arrangements to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

C. Driving other cars

We will pay

- the full amount of liability for damages and claimants' costs and expenses in respect of **bodily injury**; and
- up to a limit of €30,000,000, the amount of liability for damages and claimants' costs and expenses in respect of damage to property,

arising as a result of an accident caused by or in connection with the driving of any other **private car** by **you** or a **named driver** shown under paragraph 6 of the current **certificate of insurance**, provided the **certificate** is valid.

This cover will only apply if :

1. **you** do not own the **private car** or **you** have not hired the **private car** under a hire-purchase agreement, contract of lease hire or contract hire;
2. the **private car** is not owned by any **named driver**, or hired under a hire-purchase agreement, a contract of lease hire or contract hire, by any **named driver**;
3. the **private car** is not owned by **your** employer or hired to them under a hire-purchase or lease agreement;
4. the **private car** is not owned by any **named driver,** employer or hired to them under a hire-purchase or lease agreement;
5. the **private car** is not available for regular use by **you**, a **named driver** or an **household member**;
6. a current **certificate of insurance** has been issued and remains in force on the private car being driven under the Driving other Cars cover provided;
7. **you** or the **named driver** have the consent of the **private car**'s owner to drive it**;**
8. the **private car** is being used within the limits of use shown in the current **certificate** issued under this **policy**;
9. All **cars** listed in the **policy schedule** are still owned by **you** or a **named driver** and have not been damaged beyond economic repair.
10. the **private car** is registered in Republic of Ireland;
11. the **private car** is being driven within Republic of Ireland, (no cover applies if the **private car** is being driven outside the Republic of Ireland);
12. the motor vehicle being driven is solely a **private car**. This cover does not include the driving of any commercial vehicles, camper vehicles, vans, car-vans, vans adapted to carry passengers or vehicles used for hire or reward such as a taxi or a hackney car;
13. **you** or the **named driver** have complied with the duty to take care condition as set out under the General conditions of the **policy** in respect of the **private car;**
14. the **private car** is not owned by an **household member** or hired under a hire-purchase agreement, a contract of lease hire or contract hire, by them.

D.Unspecified detached trailers

We will, on behalf of any **insured person** (or their legal personal representatives), pay:

- the full amount they may have to pay under the Road Traffic Acts for being legally liable for a person's death or **bodily injury**; and
- up to a limit of €30,000,000 the amount they may have to pay under the Road Traffic Acts for damages and costs and expenses of the person claiming for damage to property;

for any detached single-axle trailer that weighs up to half a tonne when not loaded.

Exclusions to section 2

Unless **we** must do so under road traffic legislation, **we** will not pay:

1. for damage to property owned by or in the possession or control of the **insured person**;or
1. for death of or bodily injury to any person driving the **car**, or in charge of it for the purpose of driving it; or
2. if the **insured person** has cover for the liability under another **policy**; or

3. for **bodily injury** to any person arising out of and in the course of that person's employment by the **insured person**; or
4. for any loss, damage, liability or injury arising from caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment not covered by this **policy**; or
5. for any loss, damage, liability, or injury arising out of any event which happens while the vehicle is pulling more trailers than is allowed by law.

Section 3 – Medical expenses and Emergency Treatment

We will pay:

1. Up to €500 per person for necessary medical expenses incurred by **you, your** chauffeur, or passengers as a result of an accident. These medical expenses must arise out of a **bodily injury** suffered by **you**, **your** driver or a passenger while occupying the **car**. This cover also applies if **you**, **your** driver or a passenger is injured by another motor vehicle or trailer while occupying the **car**.

   The most **we** will pay for any one occurrence is €3,000. **We** won't apply any **excess**.

2. A maximum of €250 per accident for necessary medical expenses incurred by a **named driver**. These medical expenses must arise out of a **bodily injury** suffered by the **named-driver** while driving the **car**. This cover also applies if the **named driver** is injured by another motor vehicle or trailer while driving the **car**.

   The most **we** will pay per **policy and** per **period of insurance** is €2,000. **We** won't apply any **excess**.

Section 4 – Personal Accident benefit

We will pay the following amounts for **bodily injury** to any **person-insured** named on the **schedule** in the event that an accident involving the **car** during the **period of insurance** is the sole cause of the **bodily injury** covered.

For the purpose of this section :

- a career ending injury means irrecoverable disablement which permanently and totally incapacitates **you** or the **named driver** for a continuous period of 12 months and is medically determined to have no likely hope of improvement sufficient to participate in their sport as a profession again.
- Loss of one or more limbs refers to the physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.

We will pay the following amounts for:

Bodily injury covered	**Amount Payable**
(a) Death	€30,000
(b) Total and permanent loss of sight in one or both eyes	€30,000
(c) Loss of one or more limbs	€30,000
(d) a career ending injury if you or a named driver is a professional sports person	€30,000

We won't apply any **excess**. Additionally, If, **we** make a payment under this section, it will not affect **your** no-claim discount.

Exclusions to section 4

We will not pay for

1. Any **person insured**
   a. claiming more than one of the amounts payable under the benefits (a), (b), (c) or (d) under this section in connection with the same accident; or
   b. residing permanently outside the Republic of Ireland, or
   c. affected (temporarily or otherwise) by alcohol, drugs or solvent abuse.
2. Death or **bodily injury**
   a. due to suicide or attempted suicide; or
   b. caused prolonged or aggravated by any pre-existing physical defect, illness, or infirmity; or
   c. which does not occur within six months from the date of accident.

Conditions which apply when settling claims under Section 4

Death of the person-insured

In the event of **your** death or the death of any other **person-insured** ; the death benefit will be payable to **your** or their legal personal representatives

Claims Settlement

Any **person insured** or their legal personal representatives must –

1. Advise **us** in writing as soon as possible after any accident which may give rise to a claim under this **policy**; and

Produce at their own expense any medical certificates and any other evidence which **we** may require.

We will –

1. In the event of the death of any **person insured** be entitled to have a post-mortem examination at **our** expense.

Have the right to request any **person insured** to undergo medical examination at **our** expense.

Non assignment

No assignee will be entitled to any benefit under this **policy**.

Discharge of our Liability

When any **person insured**, or their legal personal representatives, receives any benefit **we** have paid, **we** will have no further liability under the **policy.**

Section 5 – Personal belongings

We will pay up to €2,000 for any one event for any loss of or damage to personal belongings in the **car** caused by fire, accident, theft or attempted theft. **We** may, if **you** ask, pay the owner of the property directly.

We won't apply any **excess**. Additionally, If, **we** make a payment under this section, it will not affect **your** no-claim discount.

Exclusions to section 5

We will not pay for loss or damage to

1. stamps, documents, cash or securities (such as share and premium bond Certificates);
2. goods or samples carried in connection with any trade or business;
3. any property in or on any trailer.
4. any valuable or handbag not concealed in the glove compartment or boot while the **car** is left unattended.

Section 6 – Additional Benefits

The additional benefits in each of the subsections shown below apply. The **policy excess** applies to these cover unless stated otherwise. The General Exceptions and Conditions within this **policy** booklet apply to each of the benefits shown below and are in addition to any exceptions and conditions which form part of such benefit.

Subsection 1 – Automatic temporary substitution cover

The definition of **car** is extended to include any **private car** loaned to **you**, by a registered garage or vehicle repairer as a courtesy car whilst **your car**, as described on **your schedule** and shown in the **certificate**, is being serviced or repaired for the duration of the work being carried out by the registered garage or vehicle repairer.

Subsection 2 – Carjacking and road rage

We will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you** whilst driving the **car** as a result of any one road rage or carjacking incident within the territorial limits, which occur during the **period of insurance**:

a. up to €5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking incident;

b. up to €5,000 per person in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a carjacking incident;

c. up to €5,000 per person in respect of loss of income.

We won't apply any **excess**.

The maximum **we** will pay during the **period of insurance** for all carjacking and road rage expenses is €20,000.

We will not be liable for any expenses **you** incur without receiving **our** prior approval and written permission.

For the purpose of this subsection :

(a) Carjacking is where **you** are travelling in the insured **car** and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the insured **car** or the property inside it. Anyone travelling in the insured **car** at the same time as **you** is also covered for carjacking cover.

(b) Road rage is where **you** and any passenger are subjected to a sudden unprovoked and violent physical attack while travelling in the insured **car**.

Exclusions to subsection 2

We will not pay for any claim under Subsection 2 – Carjacking and road rage:

1. for any expenses **you** can claim from any other source;
2. for any payment requested after the **policy** is cancelled or not renewed;
3. any expenses incurred without **our** prior approval and written permission;

4. arising from false reports of an incident of carjacking and road rage made by **you**, a **household member**, a **named driver**, **your** chauffeur or any person acting on behalf of **you**, a **household member**, a **named driver**, or **your** chauffeur, whether acting alone or in collusion with others;
5. caused by a person known to **you**, a **household member**, a **named driver**, **your** chauffeur, or any person driving the **car** with **your** permission;
6. if **you** are not driving the **car** at the time of the incident giving rise to the claim.

Subsection 3 – Child car Seat Cover

If **your car** is involved in an accident involving impact damage or damaged following fire or theft during the **period of insurance, we** will pay for any loss of or damage to a child **car** seat fitted in the **car**. For safety reasons and in accordance with the manufacturer's recommendations, **we** will replace the child car seat with a new one of equivalent quality even if there is no immediate damage to the child car seat itself.

Exclusions to subsection 3

We will not pay for any claim under Subsection 3 – Child Car Seat Cover where:

1. the loss or damage is as a result of theft and there is no visible sign of forced or violent entry to the **car**.

No **excess** applies to this cover if the loss or damage is caused by fire or theft.

Subsection 4 – Disablement

If **you** or a **named driver** are permanently disabled as a direct result of a **bodily injury** following an accident giving rise to a valid claim under section 1 – *Loss of or damage to the car* or section 2 – *Liability to third parties*, **we** will pay up to €10,000 per accident towards the cost of any necessary relevant modifications to the **car**.

Notes :

- **We** will not be liable for any expenses **you** or the **named driver** incur without receiving **our** prior approval and written permission.
- **You** or the **named driver's** permanent disability must be confirmed in writing to **us** by a General Practitioner.

Exclusions to subsection 4

We will not pay for any claim under Subsection 4 – Disablement:

1. for expenses **you** can claim from any other source;
2. for any payment requested after the **policy** is cancelled or not renewed;
3. for any expenses incurred without **our** prior approval and written permission.

Subsection 5 – Driving other Cars – Loss of or damage extension

We will extend cover under section 1 – *Loss of or damage to the car* to include loss of or damage to any **private car you** or any **named driver** (shown as named under paragraph 6 if the **certificate of insurance** that has been issued under this **policy** and remains in force) are driving.

This cover will only apply if:

1. it is shown that this cover applies under paragraph 5(B) or 5(C) of **your certificate of insurance**;
2. **you** or the **named driver** do not own the **private car** or have not hired the **private car** under a hire-purchase agreement, contract of lease hire or contract hire;
3. the **private car** is not owned by **your** employer or hired to them under a hire-purchase or lease agreement;
4. the **private car** is not owned by the **named driver's** employer or hired to them under a hire-purchase or lease agreement;
5. a current **certificate of insurance** has been issued and remains in force on the **private car** being driven under the Driving other Cars cover provided;
6. **you** or the **named driver** have the consent of the owner to drive the **private car**;
7. the **private car** is being used within the limits of use shown in the current **certificate of insurance**;
8. All **cars** listed in the **policy schedule** are still owned by **you** or a **named driver** and have not been damaged beyond economic repair
9. The motor vehicle being driven is solely a **private car**. This cover does not include the driving of any commercial vehicles, camper vehicles, vans, car-vans, vans adapted to carry passengers or vehicles used for hire or reward such as a taxi or a hackney car;
10. **You** or the **named driver** have complied with the duty to take care condition as set out under the General conditions of the **policy** in respect of the **private car**;
11. **You** or the **named driver** are responsible for the **private car** while it is in **your** custody or control;
12. the **private car** is not available for regular use by **you**, a **named driver**, or a member of **your** family who permanently resides with **you**;
13. the **private car** is registered in the Republic of Ireland;
14. the **private car** is being driven within Republic of Ireland (no cover applies if the **private car** is being driven outside the Republic of Ireland);
15. **you** or the **named driver** driving (or in charge of the **private car**) hold a full current and valid driving licence to drive the **private car** for at least 5 years;
16. **your** or the **named driver** driving of the **private car** is not covered by any other insurance **policy**;
17. the **private car** is not owned by **your** partner or an **household member**;
18. any loss of or damage to the **private car** covered under this **policy** occurs in the Republic of Ireland during the **period of insurance**.

Notes :

- The General Exceptions and Conditions within this **policy** apply to this cover.
- Additionally, a minimum **excess** of €1,000 will apply, regardless of the cause of damage.
- Should the **private car** be stolen and not recovered, or damaged beyond economic repair, the **limit of indemnity** under this **policy** shall be strictly restricted to the current **market value** of the **private car** at the time of the loss.

Exclusions to subsection 5

We will not pay for:

1. any exclusions under section 1 – Loss of or damage to the car;
2. loss of or damage over the current **market value** of the **private car** at the time of the loss;
3. loss of or damage to any vehicle, which is not a **private car**;
4. any loss of or damage to the **private car** while the **car** is being driven by (or is in the charge of, for the purpose of being driven by) any person who has been holding a full and valid driving licence to drive the **private car** for less than 5 years.

Subsection 6 – Emergency transportation/accommodation

In circumstances which have given rise to a valid claim under section 1 – *Loss of or damage to the car* or section 2 – *Liability to third parties*, that occurs more than 80 kilometres (50 miles) from **your** or a **named driver**'s closest residence and **you** or a **named driver** incur emergency transportation or accommodation costs, **we** will pay for;

(a) the cost of emergency transportation up to a maximum of €500 per claim; and

(b) up to a maximum of €1,000 per claim for accommodation and meals.

No **excess** applies to this cover.

Subsection 7 – Identity theft

We will cover **you** or a **named driver** for the following expenses incurred as a direct result of **an identity fraud** involving the **car**:

(a) lawyer fees to defend a claim against **you** or a **named driver** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** or a **named driver's** signature;

(b) the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;

(c) fees charged when **you** or a **named driver** re-apply for a loan that was originally rejected;

(d) **your** or a **named driver** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

We will not be liable for any expenses **you** incur without receiving **our** prior approval and written permission.

The most **we** will pay is €15,000 per **period of insurance**

Exclusions to subsection 7

We will not pay for any claim under Subsection 7 – Identity theft:

1. which is connected with **your** or a **named driver**'s business, profession or occupation;
2. if **you** do not report the identity theft immediately on discovery to An Garda Síochána and share the assigned Garda Paulse number with **us**;
3. where the identity theft was caused by the deception or fraud, of a **named driver**, **household member**, or any family member who resides with a **named driver**;
4. any expenses incurred without **our** prior approval and written permission;
5. any losses incurred other than those listed in (a) to (d) above;

6. where **you** did not act to prevent further instances of loss following an insured incident.

Subsection 8 – Inability to drive due to ill health

If **you** or a **named driver** have been advised by the relevant licencing authority not to drive during the **period of insurance** as a result of being incapacitated due to a medical condition for more than 14 consecutive days, **we** will contribute towards **your** or a **named driver's** alternative transportation costs.

We won't apply any **excess.**

The most **we** will pay for alternative transportation, is €3,000 per **period of insurance** regardless of the number of individuals unable to drive as a consequence of ill health.

We will not be liable for any expenses **you** incur without **our** prior approval and written permission.

Your or a **named driver's** inability to drive must be confirmed in writing to **us** by the person's General Practitioner every 30 days before **we** will make any payment under this subsection.

If **your policy** is cancelled or not renewed any payments for alternative transportation costs will cease from the date **your policy** cover expires. **We** will then have no further liability in relation to payments for such alternative transportation.

Exclusions to subsection 8

We will not pay for any claim under Subsection 8 – Inability to drive due to ill health where:

1. any payment is requested after the **policy** is cancelled or not renewed;
2. any surgical or medical procedures had been scheduled or planned prior to the original cover start date of the **policy**;
3. **you** or a **named driver** were made aware of a medical condition, which would prevent **you** or the **named driver** from driving, prior to the original cover start date of the **policy**;
4. **an household member** living with **you**, or the **named driver**, is available to provide the alternative transportation;
5. evidence of such alternative transportation cannot be provided in the form of original payment receipts;
6. **you** or the **named driver** can claim for alternative transportation from any other source;
7. the incapacitation due to ill-health does not exceed 14 consecutive days;
8. **you** or the **named driver** claiming for alternative transportation do not remain in the Republic of Ireland during the period of ill health;
9. any expenses incurred without **our** prior approval and written permission.

Subsection 9 – Inability to drive following injury

If **you** or a **named driver** are unable to drive as a result of injury following an accident giving rise to a valid claim under section 1 – *Loss of or damage to the car* or section 2 – *Liability to third parties*, **we** will contribute towards alternative transportation costs for a maximum of 12 months.

We won't apply any **excess.**

We will not be liable for any expenses **you** incur without **our** prior approval and written permission.

Your or a **named driver's** inability to drive must be confirmed in writing to **us** by the person's General Practitioner every 90 days from the date of the incident for this benefit to continue.

The most **we** will pay for each event covered by this **policy**, for alternative transportation, is €3,000 regardless of the number of individuals unable to drive as a consequence of any one event.

If **your policy** is cancelled or not renewed any payments for alternative transportation costs will cease from the date **your policy** cover expires. **We** will then have no further liability in relation to payments for such alternative transportation.

Exclusions to subsection 9

We will not pay for any claim under Subsection 9 – Inability to drive following injury where:

1. any payment is requested after the **policy** is cancelled or not renewed;
2. evidence of such alternative transportation cannot be provided in the form of original payment receipts;
3. **you** or the **named driver** can claim for alternative transportation from any other source;
4. any expenses incurred without **our** prior approval and written permission.

Subsection 10 – Motor Trade, Valet Services and Chauffeurs

In circumstances which have given rise to a valid claim under section 1 – *Loss of or damage to the car*, the **excess** will not apply if the **car** is involved in an accident whilst being driven with **your** consent by

(a) an individual involved in the motor trade for the purposes necessitated by overhaul, upkeep and/or repair of the **car** for **you**; or

(b) an individual providing a valet service for the purpose of parking the **car**; or

(c) a chauffeur (a person paid by **you** to drive the **car**) not listed as a **named driver** but whose driving is covered by the terms of the **certificate**.

Subsection 11 – Multiple vehicle excess

If a valid claim is made under section 1 – *Loss of or damage to the car*, involving more than one of the **car** shown in **your policy schedule** the highest **excess** will apply to the loss.

Subsection 12 – New car replacement

Provided **you** are the original and sole registered owner of the **car** from new (other than a **car** dealership from who **you** bought the **car**), if within a period of 24 months from its date of first registration,

(a) the **car** is stolen and not recovered, or

(b) sustains loss or damage (in any single accident) in respect of which the cost of repair, reinstatement or replacement exceeds 50% of the Republic of Ireland list price of the **car** when new (as current at the time of the loss or damage),

we will at **your** request and subject to the consent of any other interested party known to **us**, replace the **car** with a new car of the same make and model.

If the first registered owner of the **car** (other than a dealership) is a **named-driver,** then the new car replacement only applies if the **car** is less than 12 months old.

Under no circumstances, the cost of the replacement car should exceed the original **agreed value** of the **car**, shown in your **schedule** at the initial inception of **your policy.**

Subsection 13 – Psychiatric cover

In circumstances which have given rise to a valid claim under section 1 – *Loss of or damage to the car*, and if as a direct result of the incident giving rise to the claim **you** or a **named driver** is unable to drive **we** will pay up to a maximum of €5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the incident.

We won't apply any **excess**.

The most **we** will pay for each event covered by this **policy**, for psychiatric services, is €5,000 regardless of the number of individuals unable to drive as a consequence of any one event.

If **your policy** is cancelled or not renewed any payments for psychiatric services will cease from the date **your policy** cover expires. **We** will then have no further liability in relation to payments for such psychiatric services.

Subsection 14 – Road tax (unexpired portion)

In circumstances which have given rise to a valid claim under section 1 – *Loss of or damage to the car*, where the **car** is declared a total loss, **we** will pay for the unexpired portion of the road tax on the **car** which is not capable of being recovered from the licencing authorities (motor tax office).

Subsection 15 – Windscreen damage

We will extend the cover under this **policy** to pay for loss of or damage to the glass in **your car'**s windscreen or any other **car** window including the sunroof glass or panoramic roof and any scratching on the bodywork as a result of the breakage.

We may at **our** sole discretion either repair or replace the windscreen or pay a cash amount for the loss or damage.

For **our** aligned windscreen repairers please phone: 01 276 7011

Any payment **we** make under this cover will not affect **your** no-claim discount (see page 14).

We will not be liable for any expenses **you** accrue without **our** prior approval and written permission.

Furthermore, **we** must verify the damage prior to any repair/replacement work being undertaken unless **you** are using **our** aligned windscreen repairers.

Exclusions to subsection 15

We will not pay for the following under Subsection 15 Windscreen damage:

1. damaged or broken glass to **car**'s that are temporarily covered;

2. damaged to any mirrors or lights.

Other applicable covers

(arranged by DUAL Underwriting Ireland DAC underwritten by RAG Legal Protection Limited or ARAG)

Section 7 – Motor Legal Expense Cover

Section 8 – European Motor Breakdown Assistance

Section 8 and 9 of this **policy** Booklet, which have been arranged by Dual Underwriting Ireland DAC, are underwritten by ARAG.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa Ho**us**e, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a cover holder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs–AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of B**us**iness rules.

DUAL Private Client is a trading name of DUAL Underwriting Ireland DAC which is regulated by the Central Bank of Ireland. Registered No. 633531. Registered office: 98, St. Stephen's Green, Dublin 2 D02 V324,

How To Make a Claim under Section 8 or 9

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible. To make a claim for European Motor Breakdown Assistance or Legal Expenses call **our** 24 hour, 7 days a week helpline (calls may be monitored or recorded.):

Phone: 00 353 1 6640009

Motor Legal Expenses

Legal Expenses Services are provided by ARAG Legal Protection Limited. ARAG will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your** vehicle, **your excess**, injury compensation and other out-of-pocket expenses

European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by ARAG. When reporting a claim **you** will be required to provide the following information:

d. Policyholder's name and **policy** number
e. Registration number of the insured vehicle
f. Make, model and colour of the insured vehicle.
g. Nature of the breakdown and location of the insured vehicle

In the event of a motor breakdown call the helpline Number : 00 353 1 6640009

Please see Section 9 of the **Policy** Booklet – European Motor Breakdown Assistance for full details of cover, terms and conditions.

Complaints Procedure under Section 8 or 9

We are proud of the service that **we** provide and of **our** careful selection of intermediaries that **we** entr**us**t to service this **policy**. Occasionally, things may go wrong and if this happens **we** have a procedure in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence. If **you** are

unhappy with any element of the cover **we** provide or any aspect of our service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the policy for you.

If you wish to make a complaint in relation to **Section 8** you can do so at any time by referring the matter to:

ARAG

Please write to our Head of Operations at ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20. Or you can phone us during standard office hours on 01 670 7470 or email us at customerrelations@arag.ie . Details of our internal complaint handling procedures are available on request. If you are still not satisfied you can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. You can also contact them by emailing their Information Service at info@fspo.ie or calling them on +353 1 567 7000. Website www.fspo.ie You can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu Using these services does not affect your right to take legal action

If you wish to make a complaint in relation to **Section 9** you can do so at any time by referring the matter to:

Ireland Assist

We will always try to give you a quality service. If you think we have let you down, you can contact us by: phoning 01 670 7470 emailing customerrelations@arag.ie writing to the Head of Operations at ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20 Details of our internal complaint handling procedures are available on request. If you are still not satisfied you can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. You can also contact them by emailing their Information Service at info@fspo.ie or calling them on +353 1 567 7000. Website www.fspo.ie You can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu. If you remain dissatisfied or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Services and Pensions Ombudsman (FSPO) at:

Financial Services and Pensions Ombudsman (FSPO),
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29
Local: 1890 882 090,
Phone: +353 1 567 7000, or
Email: info@fspo.ie
Website: www.fspo.ie
and/or

Insurance Ireland
Insurance Centre
5 Harbourmaster Place
IFSC
Dublin1
Phone: +353 1 676 1914,
Fax: +353 1 676 1943, or
Email: iis@insuranceireland.eu
Website: www.insuranceireland.eu

The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above. The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. Our ADR scheme is the Financial Services and Pensions Ombudsman, which can be contacted directly **us**ing the contact details above. For more information about ODR please visit http://ec.europa.eu/odr .

Section 8 – Motor Legal Expense Cover

This insurance is arranged by ARAG Legal Protection Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a cover holder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs–AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

Special definitions applying to this section of your policy

Date of Occurrence

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

Insured Incident

Accident loss recovery and personal injury.

Insured Person(s)

You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.

Insured vehicle

means any vehicle, or any **private** vehicle, including a courtesy vehicle, when used by you or a named insured person with the owner's permission. This does not include other vehicles owned by you or a named insured person, vehicles available for the regular use of you or a named insured person, or vehicles hired by any person other than you or a named insured person.

Insurer

ARAG Insurance Company Limited – a Branch of ARAG Allgemeine Versicherungs–AG.

Legal Costs

All reasonable and necessary costs charged by the representative on a party/party basis. Also the costs incurred by opponents in civil cases if an insured person has to pay them or pays them with our agreement.

Personal Injuries Assessment Board (PIAB)

An independent state body which assesses personal injury compensation.

Representative

The lawyer, or other suitably qualified person, who has been appointed by us to act for an insured person in accordance with the terms of this section.

Territorial Limits

The European Union (including the Republic of Ireland), the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

Uninsured Losses

Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under this motor insurance policy

We, us, our

means ARAG Legal Protection Limited.

You, Your

means the person named in the schedule as the policyholder and a spouse or partner that permanently resides with them.

What is covered

The **insurer** agrees to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as:

h. the **date of occurrence** of the **insured incident** happens during the period of insurance and within the **territorial limit**; and

i. any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and

j. in civil claims it is always more likely than not an **insured person** will recover damages (or other legal remedy) or make a successful defence.

Accident Loss Recovery And Personal Injury

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

1. causes damage to the **insured vehicle** or to personal property in it; or

injures or kills an **insured person** while he or she is in or on the **insured vehicle**; or

injures or kills you while you are driving another motor car or motor cycle; or

injures or kills you or any member of your family (who always live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

a. If a **representative** is appointed by **us**, the **insurer** will pay the **legal costs** for **insured incidents** under this section.

b. For **insured incidents** involving the death of or injury to an **insured person** the insurer will pay the application fee required by the Personal Injuries Assessment Board (PIAB).

c. For all **insured incidents we** will help in appealing or defending an appeal provided that the **insured person** tells us that he or she wants **us** to appeal within the statutory time limits allowed. Before the **insurer** pays any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed.

d. The most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €130,000.

Claims procedure

After a motor accident If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as **you** can, either by giving it to **your** insurance adviser or by sending it to **us** at the address below. If **you** are not sure what to do after an accident, call **our** Legal Advice Service.

How we help you

Once **we** have accepted your claim, **we** aim to recover **your uninsured losses** from the other person who caused the accident. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy **excess**, compensation following injury or other out-of-pocket expenses. **We** normally recover your **uninsured losses** by appointing a lawyer to handle **your** claim. In most cases, **we** will choose the appointed lawyer for **you**. If an **insured person** has been injured or killed **we** will help to deal with their compensation claim through the Personal Injuries Assessment Board (PIAB).

Send your claim to:

Claims Department
ARAG Legal Protection Limited,
Europa House, Harcourt Centre,
Harcourt Street,
Dublin, D02 WR20
Email: claims@arag.ie
Phone: 01 670 7470

When we cannot help

We will not be able to help **you** if **we** think there is little chance of recovering **your uninsured losses**. Please do not ask for help from a lawyer before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special exclusions applying to this section

We will not pay for:

k. any claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.

l. any **legal costs** that are incurred before **we** agree to pay them.

m. any claim where the **insured vehicle** is being used by anyone who does not have valid motor insurance.

n. fines, damages or other penalties which an **insured person** is ordered to pay by a court or other authority.

o. any claim relating to the settlement payable under an insurance policy.

p. any disagreement with **us** that is not in Condition 8.

q. the cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB).**

r. any legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.

s. **legal costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

Special conditions applying to this section

1. An **insured person** must:
   a. keep to the terms and conditions of this policy;
   b. try to prevent anything happening that may cause a claim;
   c. take reasonable steps to keep any amount the insurer has to pay as low as possible;
   d. send everything **we** ask for, in writing;
   e. give **us** full in writing of any claim as soon as possible and give **us** any information we need.

   f. We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.
   g. An **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
      i. **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
      ii. there is a conflict of interest.

   We may chose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
   h. In all circumstances except those in 2(b) above, we are free to choose a representative.
   i. Any representative will be appointed by us to represent the insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
   j. We will have direct contact with the representative.
   k. An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
   l. An insured person must give the representative any instructions that we require.

   m. An insured person must tell us if anyone offers to settle a claim.
   n. If an insured person does not accept a reasonable offer to settle a claim, the insurer may refuse to pay any further legal costs.
   o. We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

An insured person must

   iii. tell the representative to have the legal costs taxed, assessed or audited, if we ask for this;
   iv. take every step to recover legal costs that the insurer has to pay, and must pay the insurer any legal costs that are recovered.

If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.

If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you legal costs the insurer has paid.

Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

If there is a disagreement between the insured person and us about the handling of a claim and it is not resolved through our internal complaints procedure the insured person can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively there is a

separate arbitration process. The arbitrator will be a barrister chosen jointly by the insured person and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.

We may require the insured person to get, at their own expense, an opinion from an expert, that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between the insured person and us. Subject to this the insurer will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

We will, at our discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or the insurer will not pay the claim if:

v. claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or

vi. false declaration or statement is made in support of a claim.

The insurer will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.

All acts of the Oireachtais within the policy wording shall include any amendment or replacement legislation.

Section 9 – European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **ARAG**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

What is Covered

We will cover up to six **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your insured vehicle** with **your** permission at the time of the **breakdown**. The most **we** will pay during the **period of insurance** for this section of the **policy** is €15,000. **We** agree to provide the assistance services in this section of the policy keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the period of insurance and within the **territorial limits**. After **we** have dealt with your sixth **breakdown**, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if **you** wish to arrange it at **your** expense.

Special definitions applying to this section of your policy

ARAG

means ARAG Legal Protection Limited of Europa House, Harcourt Center, Harcourt Street, Dublin 2. ARAG Legal Protection Limited are authorised under a cover holder agreement to administer this insurance on behalf of the insurer, ARAG Insurance Company Limited.

Breakdown

An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in your vehicle, occurring during the period of insurance which immediately renders the eligible vehicle immobile.

Eligible vehicle

The car, motorcycle, van, horsebox, or campervan in which an insured person is travelling at the time of the breakdown, or any car, motorcycle, van, horsebox, or campervan which is listed as an insured vehicle on the policy schedule which displays Irish registration plates and is ordinarily kept in the Republic of Ireland.

Insured person(s)

You or any driver who is named on the policy schedule.

Period of insurance

means the period of insurance shown in your most recent schedule.

Policy

means this policy wording including the schedule, any endorsements, any amendment to cover notice.

Recovery operator

The independent technician we appoint to attend the breakdown.

Territorial limit

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

We, us, our

ARAG.

You, Your

means the person named in the schedule as the policyholder and a spouse or partner that permanently resides with them.

Services Provided

Roadside Assistance

We will pay the callout charge and up to one hour's labour costs for a **recovery operator** to attend the scene of the **breakdown**, and where possible, carry out emergency repairs

Vehicle Recovery

If the **eligible vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay for the cost of transporting the **eligible vehicle**, the driver and up to 7 passengers to a suitable repairer, your home address, or the **insured person's** original destination.

Home Assist

We will send help to **your** home address in the event of a **breakdown**.

If, in the opinion of the **recovery operator**, they are unable to repair the **eligible vehicle** at the roadside, **we** will arrange and pay for the **eligible vehicle** and the driver to be transported to the nearest garage which is able to undertake the repair.

Overnight Accommodation

If **we** decide to provide overnight accommodation **we** will pay up to €100 per person for one night for the driver and up to 7 passengers.

You must pay the hotel bill, but **we** will pay you back on receipt of the relevant bill(s) subject to the €800 limit.

Alternative Travel

If the **eligible vehicle** is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, **we** will pay up to €250.00 towards the cost of alternative transport or car hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect the **eligible vehicle**. This service can only be used to complete a journey whilst the **eligible vehicle** is being repaired a minimum of 25 miles away from **your** home address.

European Assistance

This section applies to any **breakdown** occurring outside the Republic of Ireland.

We will pay the callout charge and up to one hour's labour costs for a recovery operator to attend the scene of the **breakdown** and either carry out emergency repairs or transport the **eligible vehicle**, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.

If the **eligible vehicle** cannot be repaired within 48 hours or by your intended departure, whichever is the later, we will arrange for the **eligible vehicle**, the driver and up to 7 passengers to be transported to your home address. During this period **we** will reimburse the costs of alternative accommodation and alternative transport up to the value of €750 when **we** have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

Due to local regulations and customs, the **insured person** may be required to provide copies of their driver's licence and the relevant registration document for the **eligible vehicle**. **You** will be held liable for any costs incurred if copies of the **insured person's** driver's licence or relevant registration document are not immediately available.

Due to differing national standards and infrastructures abroad assistance may take longer in arriving. **We** will not be held liable for any delays encountered. In the event of a breakdown occurring on a continental motorway or major public road, **we** are sometimes unable to assist and **you** will often need to obtain assistance via the SOS phones. The local services will tow the **eligible vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of €200.00 towards reimbursement of these costs when **we** have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

Message Relay

When **you** claim for any breakdown **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

When We Cannot Help

Our approved agents cannot work on **your** vehicle if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special Exclusions

The breakdown of the eligible vehicle

t. If it has knowingly been driven in an unsafe unroadworthy condition;
u. Which occurs while the **eligible vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward;
v. If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high;
w. If it cannot be reached due to sand, mud, snow, or flood;
x. Where **we** have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the **eligible vehicle** has been fully repaired at a suitable garage, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a suitable garage.

The cost of

y. Any vehicle storage charges incurred when you are using our services;
z. Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing your vehicle;
aa. Any other repairs except those at the scene of the breakdown;
bb. Replacing broken windows or keys;

cc. Parking charges or fines;

dd. Anything which you would have incurred had no claim arisen

ee. Any charges arising from an insured person's failure to comply with our instructions or our approved agents' instructions in respect of the assistance being provided;

ff. Any costs incurred before you have notified us of the breakdown;

gg. Any vehicle which cannot be recovered by a standard trailer or transporter;

hh. The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch).

Special Conditions Applying to this Section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

At all times during the **period of insurance**, the **eligible vehicle** must be maintained in a roadworthy condition and regularly serviced.

We can cancel this section of the **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of insurance**.

An **insured person** must be present with the vehicle when the **recovery operator** arrives.

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **your** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the market value of the **eligible vehicle** to **you** and pay for alternative transport home.



Helping you do more

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