ZURICH

Car Insurance

Policy Booklet

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Important Contact Details

Should **you** need to make a claim, or if **you** wish to discuss anything relating to the cover provided under **your** policy please contact **us** at the relevant telephone number listed below.

In order to assist **us** in handling **your** call as efficiently as possible please ensure that **you** have **your** policy details available prior to calling **us**.

Need Emergency Assistance?

Zurich, along with our assistance company, provide an Emergency Helpline, to ensure that customers get the reassurance they need. In the event of an emergency with **your** car, all Zurich customers can avail of **our** 24 Hour Emergency Assistance Helpline by calling **01 609 1436** or **0818 208 408** if travelling in Ireland.

Roadside Breakdown Assistance* if travelling in Northern Ireland

Call **our** 24 Hour Helpline 0808 101 7444. Please note that in order to avail of this service, 'Breakdown Assistance' will need to be shown as Operative on **your policy schedule**.

Legal Advice Helpline**

Call the 24 Hour Legal Advice Helpline operated by **our** partner, ARAG Legal Protection Limited, on 01 670 7470 quoting **your policy** number. Please note that in order to avail of this service, 'Legal Expenses' will need to be shown as Operative on **your policy schedule**.

Need to make a Claim?

To make a claim on **your** Car Insurance, call **our** 24 hour Claims Helpline **01 609 1436** or **0818 208 408**.

For queries on an existing car insurance claim, call **us** on 01 643 827 or 0818 800 121.

To make a Legal Expenses** claim under **your policy**, call the Claims Helpline operated by **our** partner, ARAG Legal Protection Limited, on **01 670 7470**.

Have a query or need to make a change to your Policy?

Call **us** in Wexford on **053 915 7775** or **0818 400 700**, Monday to Friday 8.30am to 5.30pm. **You** can also visit **our** Frequently Asked Questions section on **our** website for more information, **www.zurich.ie/car-insurance/faqs**.

* See Section 4.4 of the Policy Booklet for full details of Breakdown Assistance.

** See Section 4.15 of the Policy Booklet for full details of Legal Expenses Cover.

Welcome to Zurich

Thank **you** for choosing Zurich for **your** car insurance. **We** are a leading global insurer with more than 60 years' experience providing motor insurance in Ireland. Zurich, as a company with excellent financial strength, gives **you** the peace of mind of knowing **your** car is protected by an insurer that has a reputation for excellence. **We** provide an exceptional claims service and **we're** here to help **you** when **you** need it most with our 24 Hour Emergency Assistance Helpline on 01 609 1436 or **0818 208 408**.

Please read this document carefully to ensure that **you** have bought the right car insurance product for **you**. If the policy does not provide **you** with the insurance cover **you** want, please contact **us** straight away.

This document is designed so that **you** can easily find the information **you** need, when **you** need it.

Our Accessibility Statement can be found on the homepage of www.zurich.ie

Important Policy Documentation

Before proceeding, please ensure that **you** take the necessary time to read the following documents carefully:

Your policy booklet

This booklet, which includes definitions, terms, conditions and exceptions to the cover provided under **your** contract of insurance with **us**.

Your policy schedule

This document is issued to **you** when the **policy** is incepted and subsequently when any changes are made to the coverage provided under that policy. The **policy schedule** will contain details of the **insured** and the **insured vehicle**, the coverage provided and the **period of insurance**. In addition, any **endorsements** made to the coverage defined within the **policy booklet** will be shown in the **policy schedule**.

Your statement of fact

The **statement of fact** issued to **you** on which the contract of insurance is based. The **statement of fact** is a record of the information provided by **you** in **your** application for this insurance. This includes information provided in writing (including online) or spoken by **you** or by someone acting on **your** behalf.

Your certificate of motor insurance

This document is used to provide evidence to Licencing or Legal Authorities that you have motor insurance cover as required by Irish law.

These documents and any **endorsements** or notice of any changes issued during the **period of insurance** or at renewal form the contract of insurance between **you** and Zurich Insurance.

We recommend that **you** thoroughly check that all of the information provided by **you** is correctly recorded in the **statement of fact**. If any of the information contained in the **statement of fact** is incorrect, please let **us** know immediately as this could affect **your** insurance cover.

The Contract of Insurance

In consideration of the premium having been paid (or agreed to be paid) by **you**, **we**, Zurich Insurance Europe AG, will provide insurance in accordance with the **policy** cover indicated in the **policy schedule**. This cover will apply in respect of events occurring within the **territorial limits** during the **period of insurance** specified in the **policy schedule** or any subsequent period for which **we** may accept payment for renewal of this **policy**.

We have agreed to provide policy cover, and have calculated the applicable premium, based on information provided by **you** or on **your** behalf including but not limited to:

- information provided in any **Proposal Form** or otherwise in response to specific questions asked by **us**; and/or
- information provided and recorded in any **Statement of Fact** issued to **you**; and/or
- any declarations made by **you** or on **your** behalf; and/or
- any additional information voluntarily provided.

Zurich Insurance Europe AG

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

Definitions

Throughout **your policy** certain words have a specific meaning wherever they appear highlighted in bold text. These words are defined below:

You/Your/Yourself
The person named as the Policyholder in the **policy schedule** and as the Insured in the **certificate of motor insurance**.

Us/We/Our/Ourselves
Zurich Insurance Europe AG

Certificate of Motor Insurance
The document issued by **us** which forms part of **your policy** and which provides evidence that **you** have a contract of insurance which is required by law in order to drive **your insured vehicle** in a public place. The **certificate of insurance** also identifies the persons permitted to drive the **insured vehicle** and the purposes for which it can be used.

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

Endorsement
An alteration to the definitions, terms, conditions, limitations and exceptions contained in this **policy booklet** that forms part of **your policy**. Any **endorsements** that apply to the contract of insurance will be contained in **your policy schedule**.

Excess
The amount that **you** must pay towards any claim made under this **policy**. This amount is displayed as the Policy Excess on **your policy schedule** except where specifically stated otherwise. Separate **excess** amounts may apply to some Sections of **your policy** and/or to different **insured drivers**. Where applicable those **excess** amounts will be displayed on **your policy schedule** and/or referenced in this **policy booklet** or an **endorsement** of this **policy**.

Insured Driver
Any person noted in **your policy schedule** and the **certificate of motor insurance** as being insured and entitled to drive the **insured vehicle** under **your policy** provided that they are not excluded from driving under the terms, conditions and exceptions of **your policy**.

Insured Vehicle
The private motor car insured under **your policy** as identified by its registration mark and shown on **your policy schedule** and the **certificate of insurance**.

Market Value
The reasonable cost of replacing the **insured vehicle** with another of the same make, model, specification, age, condition and similar mileage as at the time immediately prior to the loss or damage occurring. Modifications not forming part of the standard vehicle specification are excluded from the calculation of the **market value** unless those modifications were fitted by the vehicle manufacturer prior to first registration of the insured vehicle or otherwise as agreed by **us**. The **market value** will be determined by **us** by reference to other vehicles available in the Irish market of comparative make, model, engine capacity, age, mileage/ odometer reading, ownership history, general condition and any other relevant factors. **We** may appoint a motor assessor at **our** expense in order to determine the **market value** of the **insured vehicle**.

Misfuel/Misfuelled/Misfuelling
The event whereby the **insured vehicle** is accidentally filled with an incorrect type of fuel as defined by the manufacturer of the **insured vehicle** – for example, putting petrol in the fuel tank of a diesel-engine vehicle or diesel in the fuel tank of a petrol-engine vehicle.

Passenger
Any person (other than the driver) travelling in or getting into or out of the **insured vehicle**.

Period of Insurance
The period from the start date to the end date of **your policy** with **us**. The **period of insurance** is displayed in **your policy schedule** and **certificate of motor insurance**.

Policy
The contract of insurance based on the **statement of fact** provided by **you** and consisting of the **policy schedule** this **policy booklet** and any **endorsements** issued by **us**.

Policy Booklet
This booklet which includes definitions, terms, conditions, limitations and exceptions to the cover provided under **your** contract of insurance with **us**.

Policy Schedule
The document issued by **us** which forms part of **your policy** and which identifies the Policyholder, the **insured vehicle**, the **insured driver(s)** and the coverage and **endorsements** operative under this contract of insurance. **We** will issue an updated schedule to **you** in the event that any elements of the **policy** are changed during the **period of insurance**. **We** will also issue **you** with a new schedule when **you** renew **your policy**.

Proposal Form
The document containing information provided by **you** and the declaration signed by **you** as part of **your** application for insurance. Where **you** have completed a **proposal form**, **we** have relied on that information when agreeing to offer this contract of insurance (and the terms thereof) to **you**.

Spouse/Partner
That person legally recognised in the Republic of Ireland as **your** husband, wife or civil partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) and who permanently resides at the same address as **you**.

Statement of Fact
The precise record of the information which **you** or anyone acting on **your** behalf provided to **us** about **your** risk and upon which **we** have relied when deciding whether to accept this insurance, what terms to apply to it and the premium to charge for your **policy**.

Territorial Limits
Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, including whilst the **insured vehicle** is in transit by sea (including loading and unloading) between any ports located in those territories.

Total Loss
The circumstance whereby the **insured vehicle** is:

(a) stolen and not recovered, or

(b) damaged to an extent whereby a suitably qualified assessor has deemed that it is no longer fit for return to the road and should be either destroyed or rendered for parts, or

(c) damaged to an extent whereby the cost to repair the **insured vehicle** makes it uneconomical to do so. The decision as to whether the repair is economical or otherwise is based on:

- the cost of repairs compared to the **market value** of the **insured vehicle**, and
- valuations of similar vehicles in specialist motor trade guides.

Any disagreement between **us** and **you** over **our** decision that the **insured vehicle** is a **total loss** will be subject to arbitration.

Section 1: Liability to Third Parties

What is insured

1. Indemnity to the Insured

(a) **We** will indemnify **you** against liability at law for damages and claimant's costs and expenses in respect of the death of or bodily injury to any person and damage to property, where such death or injury or damage arises out of an accident caused by or in connection with:

(i) the **insured vehicle**

(ii) a trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the **insured vehicle**

(iii) any detached single axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment

(b) **We** will pay the following legal costs and expenses incurred in connection with any claim covered under this Section:

(i) solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction

(ii) legal costs reasonably incurred in defending a charge of manslaughter or causing death by reckless driving subject to a limit of €1,275 in respect of any one charge

(iii) all other legal costs and expenses incurred in defending any claim for bodily injury to any person or damage to property arising out of an accident caused by or in connection with the **insured vehicle** and for which **you** may be legally liable

We will not be liable for any costs or expenses incurred without prior written approval by **us**.

2. Indemnity to Other Persons

Subject to the terms, conditions, exceptions and limitations of this Section **we** will indemnify:

(a) any person who is entitled by this **policy** to drive the **insured vehicle** and who is driving the **insured vehicle** with **your** permission or on **your** order, except a person in the Motor Trade driving the **insured vehicle** for purposes necessitated by the overhaul, upkeep and/or repair of the vehicle

(b) any passenger who is travelling in or getting into or out of the **insured vehicle** with **your** permission

(c) the legal personal representatives of any person entitled to indemnity under this **policy** in the event of their death arising out of an accident caused by or in connection with the **insured vehicle**

Provided always that:

(i) **our** liability is not increased thereby

(ii) such legal personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms, conditions, limitations and exceptions of this **policy**

(d) at **your** request **your** employer or business partner, but only in respect of **your** negligence while **you** are driving or using the **insured vehicle** on their business, provided that such driving and use is permitted by the **certificate of insurance**.

What is not insured

Exceptions to Section 1: Liability to Third Parties

We shall not be liable:

(a) Under No. 2 'Indemnity to Other Persons'

(i) unless the person driving holds a licence to drive the **insured vehicle** or has held and is not disqualified from holding or obtaining such a licence

(ii) if such person is entitled to indemnity under any other policy

(iii) unless such person shall as though they were **you**, observe, fulfil and be subject to the terms, conditions, limitations and exceptions of this **policy**

(b) for loss of or damage to property belonging to or held in trust by or in the custody or control of **you** or the person claiming to be indemnified under this Section

(c) for loss of or damage to the **insured vehicle** or any vehicle being driven by or in the custody or control of **you**

(d) for death of or bodily injury to any person (including any **passenger**) while in or on any trailer, semi-trailer or caravan, covered by this **policy**, whether coupled to the **insured vehicle** or otherwise

(e) for loss of or damage to any trailer or disabled mechanically propelled vehicle being towed by the **insured vehicle** or being towed by a vehicle driven by **you**

(f) for loss of or damage to any property carried in the **insured vehicle** or on any trailer or in any disabled mechanically propelled vehicle being towed by **the insured vehicle** or in a vehicle driven by **you**

(g) for loss or damage arising as a consequence of pollution or contamination unless directly caused by a sudden and unforeseen event

(h) for death or bodily injury to any person which arises out of or in the course of their employment by **you** or by any person company or firm claiming to be indemnified under this Section

(i) for any amount exceeding the Third Party Liability Property Damage Limit of Indemnity displayed on **your policy schedule** in respect of loss of or damage to property for any claim or series of claims arising out of any one event

(j) for death or bodily injury to any person driving or with custody of or control of the **insured vehicle**

Compulsory Insurance in the European Union & Other Countries

The **territorial limits** of **your policy** are extended under this Section to provide the minimum legal insurance required by law to use the **insured vehicle** in any country which:

- is a member of the European Union; or
- the European Commission is satisfied has made arrangements to meet Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle and the enforcement of the obligation to insure against such liability

These countries (excluding those referenced in the **territorial limits**) are:

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

Please note that the level of cover provided is the minimum level of cover required by law. This is not the same level of cover that **you** receive when driving within the **territorial limits** under this **policy** and does not cover loss or damage to the **insured vehicle** unless otherwise extended under Section 4.11 'Foreign Travel Cover' of this **policy booklet**.

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

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

We will indemnify **you** against loss of or damage to the **insured vehicle** (and any accessories permanently fitted to the insured vehicle) arising as a direct consequence of fire, lightning, explosion, theft or attempted theft.

We have the option to pay to repair or replace the **insured vehicle** or any part of the **insured vehicle**, or to pay **you** an amount equal to the loss of or damage to the **insured vehicle**, less any **excess** that may apply.

If the damage to the **insured vehicle** can be repaired, **we** will propose that the repairs be carried out by one of our authorised repairers. If **you** choose not to use the authorised repairer proposed by **us**, the **excess** that will apply to the claim made under this Section will be €50 greater than the Policy Excess amount displayed on **your policy schedule**.

We may choose to repair the **insured vehicle** with parts which have not been made by the manufacturer of the **insured vehicle** but which are of a similar standard.

In the event of the loss of the **insured vehicle** due to theft, **we** will request the keys of the **insured vehicle** from **you**. Failure to provide the keys to **us** may have an impact on any claim **you** make under this Section.

Our liability under this Section shall not exceed:

- the **market value** of the **insured vehicle** immediately prior to the loss or damage occurring, or
- the Vehicle Value declared by **you** as displayed on **your policy schedule**

whichever is the lower amount less any **excess** that may apply.

What is not insured

Exceptions to Section 2: Loss of or Damage to the Insured Vehicle by Fire or Theft

We shall not be liable for:

(a) loss of or damage to the **insured vehicle** up to the amount of the **excess** displayed on **your policy schedule** whether or not **you** are at fault for the loss or damage. Where **you** opt not to have the damage to the **insured vehicle** repaired by one of **our** authorised repairers, the **excess** that will apply to the claim made under this Section will be €50 greater than the Policy Excess amount displayed on **your policy schedule**

(b) loss of or damage to the **insured vehicle** by deception, including but not limited to:

(i) Loss of or damage to the **insured vehicle** as a consequence of another person acquiring custody or control of it by fraud or deceit, including any instance where **you** give the keys of the **insured vehicle** to someone claiming to be a buyer or an agent without taking necessary steps to validate that person's identity and ensure that the **insured vehicle** is returned to **you**

(ii) Loss of or damage to the **insured vehicle** as a consequence of another person purchasing the **insured vehicle** using a payment method which does not result in **you** receiving payment for the **insured vehicle**

(c) loss of value or depreciation of the **insured vehicle**

(d) loss of or damage to the **insured vehicle** whilst the keys and/or any other device used to unlock the **insured vehicle** and/or enable the **insured vehicle** to be started and driven are left in or on the **insured vehicle**

(e) loss of or damage to the **insured vehicle** whilst any alarm or security or tracking device fitted to the **insured vehicle** is not activated and in full working order

(f) loss of or damage to the **insured vehicle** as a consequence of theft or unauthorised taking or driving of the **insured vehicle** by any member of **your** family or household, unless **you** can provide **us** with written confirmation that **you** have instructed An Garda Síochána or local police (if abroad) to proceed with prosecution for such theft or unauthorised taking or driving of the **insured vehicle**

(g) loss of or damage to the **insured vehicle** as a result of any deliberate action by **you** or **your spouse/partner** or any **insured driver**

(h) loss of or damage to the **insured vehicle** arising from confiscation or destruction by or under order of An Garda Síochána or any public authority

(i) loss of or damage to any modification to the **insured vehicle** unless such modification forms part of the manufacturer's standard specification of the **insured vehicle** or are optional extras that **we** have agreed in writing to cover under this Section of your **policy**

(j) the extra cost of parts or accessories (including the import costs of such parts or accessories) required to repair or replace any part of the **insured vehicle** above the price of similar parts and accessories received from the manufacturer's European representatives

(k) any storage costs associated with the **insured vehicle** unless explicitly agreed by us in writing

(l) any reduction in the **market value** of the **insured vehicle** as a result of repairs to the **insured vehicle**

(m) the VAT (Value Added Tax) on any repair to or replacement of the **insured vehicle** if **you** are registered for VAT

(n) any taxes that **you** may be exempt from or entitled to claim back under a government subsidy scheme and/or grant

(o) loss of use of the **insured vehicle** or any other indirect loss such as travel costs or loss of earnings

(p) loss of or damage to the **insured vehicle** as a result of any use of the **insured vehicle** not permitted by the **certificate of motor insurance**

In respect of any accessory fitted to the **insured vehicle**, other than as provided for in the manufacturer's specification, **we** shall not be liable for loss or damage in excess of 10% of the **market value** of the **insured vehicle** up to a maximum amount of €650.

Accessories are deemed to include all types of vehicle audio equipment, two way radio equipment, telephone systems and satellite navigational equipment which is permanently fitted to the **insured vehicle** and installed by the manufacturer or authorised dealer as original equipment for the **insured vehicle**. Mobile phones and satellite navigation equipment which can be detached and operated outside of the **insured vehicle** are excluded from **our** definition of accessories for the purpose of this insurance.

Should any part or accessory of the **insured vehicle** become obsolete or unattainable from the manufacturer, the most **we** will pay for the part or accessory is limited to the cost of the part or accessory as set out in the last price list available from the manufacturer together with the current labour charges for fitting the part or accessory.

Hire Purchase and Leasing Agreements

If to **our** knowledge the **insured vehicle** is the subject of a finance agreement, Personal Contract Purchase agreement or lease agreement, any payment for loss of or damage to the **insured vehicle** which is not made good by repair, reinstatement or replacement may at **our** discretion be made to the owner whose receipt shall be a full and final discharge of **our** liability under this Section of the **policy**.

Recovery and Re-delivery

In connection with any claim covered by this Section, **we** will also pay the reasonable cost (up to a maximum cost of €200 inclusive of VAT) of removing the **insured vehicle** to the premises of the nearest competent repairer and re-delivering the insured vehicle from such premises after repair.

Repairs to the Insured Vehicle

You may authorise reasonable and necessary repairs to the **insured vehicle** subject to a maximum value of €1,000 without previously obtaining **our** consent provided that:

(a) notification (in accordance with Condition No. 1 'Claims') is given to **us** without delay, and

(b) a detailed estimate of the cost of repairs is sent to **us** as soon as possible, and

(c) **you** provide **us** with photographic evidence of the damage sustained to the **insured vehicle** (with the registration plate visible) as soon as possible, and

(d) any parts or components removed from the **insured vehicle** in the course of undertaking such repairs are retained and made available to **us** upon request.

Section 3: Accidental Damage to the Insured Vehicle

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

We will indemnify **you** against loss of or damage to the **insured vehicle** (and any accessories permanently fitted to the **insured vehicle**) arising as a direct consequence of any sudden, unforeseen, unexpected and involuntary event other than such loss or damage as described in Section 2 of this **policy booklet**.

We have the option to pay to repair or replace the **insured vehicle** or any part of the **insured vehicle**, or to pay **you** an amount equal to the loss of or damage to the **insured vehicle**, less any **excess** that may apply.

If the damage to the **insured vehicle** can be repaired, **we** will propose that the repairs be carried out by one of our authorised repairers. If **you** choose not to use the authorised repairer proposed by **us**, the **excess** that will apply to the claim made under this Section will be €50 greater than the Policy Excess amount displayed on **your policy schedule**.

We may choose to repair the **insured vehicle** with recycled parts or with parts which have not been made by the manufacturer of the **insured vehicle** where appropriate. Parts used will be of a similar type and standard to the parts and/or accessories which are being replaced.

Our liability under this Section shall not exceed:

- the **market value** of the **insured vehicle** immediately prior to the loss or damage occurring, or
- the Vehicle Value declared by **you** as displayed on **your policy schedule**

whichever is the lower amount less any **excess** that may apply.

What is not insured

Exceptions to Section 3: Accidental Damage to the Insured Vehicle

We shall not be liable for:

(a) loss of or damage to the **insured vehicle** up to the amount of the **excess** displayed on **your policy schedule** whether or not **you** are at fault for the loss or damage. Where **you** opt not to have the damage to the **insured vehicle** repaired by one of **our** authorised repairers, the **excess** that will apply to the claim made under this Section will be €50 greater than the Policy Excess amount displayed on **your policy schedule**

(b) loss of or damage to the **insured vehicle** caused by wear and tear or any gradually operating cause

(c) loss of value or depreciation of the **insured vehicle**

(d) loss of use of the **insured vehicle** or any other indirect loss such as travel costs or loss of earnings

(e) any mechanical failures, faults, breakdowns or breakages

(f) any electrical, electronic, computer or computer software breakdowns, failures, faults or breakages-

(g) damage to tyres caused by the application of brakes or by cuts, punctures or bursts

(h) loss of or damage to the **insured vehicle** caused by moths, vermin, insects or infestation, or by domestic pets

(i) any reduction in the **market value** of the **insured vehicle** as a result of repairs to the **insured vehicle**

(j) the VAT (Value Added Tax) on any repair to or replacement of the **insured vehicle** if **you** are registered for VAT

(k) any taxes that **you** may be exempt from or entitled to claim back under a government subsidy scheme and/or grant

(l) loss of or damage to the **insured vehicle** as a result of the use of any liquid fuel marketed for use in non-road mobile or agricultural machinery

(m) the extra cost of parts or accessories (including the import costs of such parts or accessories) required to repair or replace any part of the **insured vehicle** above the price of similar parts and accessories received from the manufacturer's European representatives

(n) loss of or damage to any modification to the **insured vehicle**, unless such modification forms part of the manufacturer's standard specification of the **insured vehicle** or are optional extras that **we** have agreed in writing to cover under this Section of **your policy**

(o) any storage costs associated with the **insured vehicle** unless explicitly agreed by **us** in writing

(p) loss of or damage to any trailer or to property being carried in or on any trailer, disabled mechanically propelled vehicle or the **insured vehicle**

(q) loss of or damage to the **insured vehicle** as a result of the use of substandard or contaminated fuel, lubricant, fuel additive or parts

(r) loss of or damage to the **insured vehicle** arising from the draining, flushing and/or replenishing of fuel from the **insured vehicle** in the event of **misfuelling**

(s) loss of or damage to the **insured vehicle** as a result of being deliberately driven into flood water or onto a submerged road or into any other body of water

(t) loss of or damage to the **insured vehicle** as a result of any deliberate act by **you** or **your spouse/partner** or any **insured driver**

(u) loss of or damage to the **insured vehicle** arising from confiscation or destruction by or under order of An Garda Síochána or any public authority

(v) loss of or damage to the **insured vehicle** as a result of any use of the **insured vehicle** not permitted by the **certificate of motor insurance**

(w) repair of loss, or damage to the **insured vehicle** which improves the **market value** of the **insured vehicle** beyond that immediately prior to such loss or damage occurring

(x) broken glass in the windscreen, or the side or rear windows of the **insured vehicle,** or any scratching of the bodywork of the **insured vehicle** resulting solely and directly from such glass breakage

In respect of any accessory fitted to the **insured vehicle**, other than as provided for in the manufacturer's specification, **we** shall not be liable for loss or damage in excess of 10% of the **market value** of the **insured vehicle** up to a maximum amount of €650.

Accessories are deemed to include all types of vehicle audio equipment, two way radio equipment, telephone systems and satellite navigational equipment which is permanently fitted to the **insured vehicle** and installed by the manufacturer or authorised dealer as original equipment for the **insured vehicle**. Mobile phones and satellite navigation equipment which can be detached and operated outside of the **insured vehicle** are excluded from **our** definition of accessories for the purpose of this insurance.

Should any part or accessory of the **insured vehicle** become obsolete or unattainable from the manufacturer, the most **we** will pay for the part or accessory is limited to the cost of the part or accessory as set out in the last price list available from the manufacturer together with the current labour charges for fitting the part or accessory.

Hire Purchase and Leasing Agreements

If to **our** knowledge the **insured vehicle** is the subject of a finance agreement, Personal Contract Purchase agreement or lease agreement, any payment for loss of or damage to the **insured vehicle** which is not made good by repair, reinstatement or replacement may at **our** discretion be made to the owner whose receipt shall be a full and final discharge of **our** liability under this Section of the **policy**.

Recovery and Re-delivery

In connection with any claim covered by this Section, **we** will also pay the reasonable cost (up to a maximum cost of €200 inclusive of VAT) of removing the **insured vehicle** to the premises of the nearest competent repairer and re-delivering the insured vehicle from such premises after repair.

Repairs to the Insured Vehicle

You may authorise reasonable and necessary repairs to the **insured vehicle** subject to a maximum value of €1,000 without previously obtaining **our** consent provided that:

(a) notification (in accordance with Condition No. 1 'Claims') is given to **us** without delay, and

(b) a detailed estimate of the cost of repairs is sent to **us** as soon as possible, and

(c) **you** provide **us** with photographic evidence of the damage sustained to the **insured vehicle** (with the registration plate visible) as soon as possible, and

(d) any parts or components removed from the **insured vehicle** in the course of undertaking such repairs are retained and made available to **us** upon request.

Section 4: Additional Benefits

This Section of the **policy wording** contains details of various covers and benefits that may be included in **your policy** with **us**. **Your policy schedule** will indicate which of the covers and benefits contained within this Section are Operative or Non-Operative depending on whether **we** have made that cover or benefit available to **you** and **you** have paid the premium.

Section 4.1: Windscreen Cover

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

We will indemnify **you** against loss of or damage to the windscreen or windows of the **insured vehicle** and any scratching of the bodywork of the **insured vehicle** as a result of the breakage of glass in the windscreen or windows of the **insured vehicle**.

We have the option to pay to repair or replace the windscreen or windows of the **insured vehicle**, or to pay **you** an amount equal to the loss of or damage to the windscreen or windows, less any excess that may apply.

If **you** opt to have the windscreen or windows of the **insured vehicle** replaced or repaired with one of **our** Approved Windscreen Replacement Agents, **you** should contact our 24 Hour Emergency Assistance Helpline in order to arrange to have the windscreen or windows of the **insured vehicle** repaired or replaced.

If **you** opt to have the windscreen or windows of the **insured vehicle** replaced or repaired by another party (not one of **our** Approved Windscreen Replacement Agents):

- **we** will pay a maximum of €150 for a windscreen replacement, or €50 for a windscreen repair, in respect of any one claim for accidental damage to the windscreen or windows of the insured vehicle and any scratching of the bodywork resulting solely and directly from such glass breakage
- the maximum **we** will pay under this Section in any one complete **period of insurance** is €350
- **we** must be notified of any pending loss before **you** proceed with any repair or replacement of a damaged windscreen or windows of the **insured vehicle**.

We may choose to replace the windscreen or windows of the **insured vehicle** with parts which have not been made by the manufacturer of the **insured vehicle** but which will be of a similar type and standard to the windscreen or windows which are being replaced.

Windows are deemed to include the front, back and side windows but exclude sunroofs, panoramic roofs, mirrors and lights.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

What is not insured

Exceptions to Section 4.1: Windscreen Cover

We shall not be liable for:

(a) loss of or damage to the windscreen or windows up to the amount of the Windscreen Excess displayed on **your policy schedule** in respect of each and every claim for breakage of the windscreen or windows of the **insured vehicle** (and any scratching of the bodywork resulting solely and directly from such glass breakage) when the windscreen and/or windows of the **insured vehicle** are replaced

(b) loss or damage caused by wear and tear or any gradually operating cause

(c) loss of value or depreciation of the **insured vehicle** including any loss of value as a result of windscreen repairs to the **insured vehicle**

(d) loss of use of the **insured vehicle** or any other indirect loss such as travel costs or loss of earnings

(e) the VAT (Value Added Tax) on any repair to or replacement of the **insured vehicle** if **you** are registered for VAT

(f) any taxes that **you** may be exempt from or entitled to claim back under a government subsidy scheme and/or grant

(g) the extra cost of parts or accessories (including the import costs of such parts or accessories) required to repair or replace the windscreen or windows of the **insured vehicle** above the price of similar parts received from the manufacturer's European representatives

(h) loss of or damage to any modification to the **insured vehicle** unless such modification forms part of the manufacturer's standard specification of the **insured vehicle** or are optional extras that **we** have agreed in writing to cover under this Section of **your policy**

(i) any storage costs associated with the **insured vehicle**, unless explicitly agreed by **us** in writing

(j) loss or damage as a result of any deliberate act by **you** or **your spouse/partner** or any **insured driver**

Should any part or accessory of the **insured vehicle** become obsolete or unattainable from the manufacturer, the most **we** will pay for the part or accessory is limited to the cost of the part or accessory as set out in the last price list available from the manufacturer together with the current labour charges for fitting the part or accessory.

Section 4.2: No Claims Discount (NCD) Stepback Protection

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

(a) Should no claim arise under this **policy** during any one complete **period of insurance** or during a number of consecutive complete **periods of insurance**, upon renewing this **policy you** shall be entitled to a discount on the Basic Premium displayed on **your policy schedule** as per the following scale:

Claims Free Period of Insurance	No Claims Discount
1 Year	15%
2 Years	25%
3 Years	35%
4 Years	45%
5 Years or more	55%

(b) Should only one claim arise under this **policy** during a **period of insurance**:

(i) where such claim arises entirely under Section 2 of this **policy booklet**, the discount described in this Section presently applying to the Basic Premium for **your policy** will not be adjusted (that is, neither reduced or increased) at the next renewal date.

(ii) where such claim arises either entirely or partially under any Section other than Section 2 of this **policy booklet**, the discount described in this Section presently applying to the Basic Premium for **your policy** will be stepped back by two levels at the next renewal date as per the following scale:

No Claims Discount at Last Renewal	No Claims Discount at Next Renewal
55%	35%
45%	25%
35%	15%
25%	0%
15%	0%

(c) Should two or more claims of any type arise under this **policy** during a **period of insurance**, no discount will be allowed under this Section at the next renewal date.

(d) If **we** have applied an introductory or accelerated No Claims Discount to **your policy**, **we** will remove this discount if a claim arises during the **period of insurance**. The removal of this portion of **your** No Claims Discount will be effected as part of any offer to renew **your policy** for any subsequent **period of insurance**. An introductory or accelerated No Claims Discount may be applied at **our** discretion when determining the premium for the first **period of insurance** of **your policy**. This type of discount is usually based on **your** previous history as a Named Driver (not the policyholder) on another policy of motor insurance but other factors may be considered by **us** in making such a determination.

Note: The premium for **your policy** can be affected by factors other than the No Claims Discount. **You** should be aware that an increase in the No Claims Discount applicable to **your policy** does not guarantee that the premium charged by **us** will reduce.

Section 4.3: Full No Claims Discount (NCD) Protection

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

(a) Should no claim arise under this **policy** during any one complete **period of insurance** or during a number of consecutive complete **periods of insurance**, upon renewing this **policy you** shall be entitled to a discount on the Basic Premium displayed on **your policy schedule** as per the following scale:

Claims Free Period of Insurance	No Claims Discount
1 Year	15%
2 Years	25%
3 Years	35%
4 Years	45%
5 Years or more	55%

(b) Should a claim of any type arise under this **policy** during a **period of insurance**, the discount described in this Section presently applying to the Basic Premium for **your policy** will not be increased at the next renewal date.

(c) Should more than two claims of any type arise under this **policy** during any three consecutive and complete **periods of insurance**, the discount described in this Section presently applying to the Basic Premium for **your policy** will be stepped back by two levels at the next renewal date as per the following scale:

No Claims Discount at Last Renewal	No Claims Discount at Next Renewal
55%	35%
45%	25%
35%	15%
25%	0%
15%	0%

(d) If we have applied an introductory or accelerated No Claims Discount to **your policy**, **we** will remove this discount if a claim arises during the **period of insurance**. The removal of this portion of **your** No Claims Discount will be effected as part of any offer to renew **your policy** for any subsequent **period of insurance**. An introductory or accelerated No Claims Discount may be applied at **our** discretion when determining the premium for the first **period of insurance** of **your policy**. This type of discount is usually based on **your** previous history as a Named Driver (not the policyholder) on another policy of motor insurance but other factors may be considered by **us** in making such a determination.

Note: The premium for **your policy** can be affected by factors other than the No Claims Discount. **You** should be aware that an increase in the No Claims Discount applicable to **your policy** does not guarantee that the premium charged by **us** will reduce.

Section 4.4: Breakdown Assistance

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

Mechanical or Electrical Breakdown in the Republic of Ireland & Northern Ireland only

If the **insured vehicle** is immobilised more than 2km from **your** home address as a result of a mechanical or electrical failure, loss of keys or driver error and cannot be driven, **we** will provide 30 minutes Roadside Assistance free of charge. Should this prove unsuccessful, **we** will organise and pay the cost of bringing the **insured vehicle** to the nearest garage capable of effecting repairs or to any garage of **your** choice if it is nearer. If the **insured vehicle** is a battery electric or plug-in hybrid electric model, **we** will pay the cost of bringing the **insured vehicle** to the nearest garage capable of effecting electric car repairs or the nearest charge point within a 50km radius of **your** breakdown location – if required, **we** will transport the **insured vehicle** beyond a 50km radius of **your** breakdown location but **you** will be responsible for the additional cost of that extended transportation.

If immobilisation occurs more than 50km from **your** home address and roadside assistance proves unsuccessful, **you** may choose one of the following options when **you** contact **us** via the Roadside Breakdown Assistance Helpline (see pg. 2 of this **policy booklet**):

(a) The cost of returning to **your** home address by public transportation, or

(b) The cost of accommodation for one night only subject to a limit of €65 per person

Please note that the most **we** will pay under either option (a) or (b) is €130 in respect of any one breakdown event.

Section 4.5: HomeStart Assistance

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

Mechanical or Electrical Breakdown in the Republic of Ireland & in Northern Ireland only

If the **insured vehicle** is immobilised as a result of a mechanical or electrical failure, loss of keys or driver error and cannot be driven, **we** will provide 30 minutes Roadside Assistance free of charge. Should this prove unsuccessful, **we** will organise and pay the cost of bringing the **insured vehicle** to the nearest garage capable of effecting repairs or to any garage of **your** choice if it is nearer. If the **insured vehicle** is a battery electric or plug-in hybrid electric model, **we** will pay the cost of bringing the **insured vehicle** to the nearest garage capable of effecting electric car repairs or the nearest charge point within a 50km radius of **your** breakdown location – if required, **we** will transport the **insured vehicle** beyond a 50km radius of **your** breakdown location but **you** will be responsible for the additional cost of that extended transportation.

If immobilisation occurs more than 50km from **your** home address and roadside assistance proves unsuccessful, **you** may choose one of the following options when **you** contact **us** via the Roadside Breakdown Assistance Helpline (see pg. 2 of this **policy booklet**):

(a) The cost of returning to **your** home address by public transportation, or

(b) The cost of accommodation for one night only subject to a limit of €65 per person

Please note that the most **we** will pay under either option (a) or (b) is €130 in respect of any one breakdown event.

Section 4.6: Personal Accident Protection

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

1. Insured Events

If **you** or **your spouse/partner** who permanently resides **you** sustains bodily injury by violent, accidental, external and visible means, in direct connection with the **insured vehicle** or whilst travelling in or getting into or out of any private car, **we** will pay the benefits displayed on **your policy schedule** provided that within three months the injury sustained from that event is the sole cause of:

(a) Death, or

(b) Total and irrecoverable loss of sight of an eye, or

(c) Permanent loss by severance of a hand or foot at or above the wrist or ankle

Any payment made by **us** under this Section will be to the injured person or to their legal personal representatives.

2. Limit of Benefits

(a) The maximum amount payable to any one person following any one incident shall not exceed the Personal Accident Protection Limit of Indemnity in respect of Death displayed on **your policy schedule**

(b) If **you** or **your spouse/partner** have any other motor insurance with **us** then any benefit payable in respect of this Section will be made under one **policy** only

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

What is not insured

Exceptions to Section 4.6: Personal Accident Protection

We shall not be liable to make any payment in respect of death of or bodily injury to any person:

(a) due to suicide or attempted suicide

(b) affected (temporarily or otherwise) by alcohol, drug or solvent abuse

(c) due to a criminal act

(d) taking part in racing or speed testing

(e) with a psychiatric illness or mental disorders including stress or stress related illness

(f) who lives permanently outside the Republic of Ireland

Section 4.7: Personal Belongings Protection

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

We will pay up to the amount displayed on **your policy schedule** for loss of or damage to:

- any handbag, messenger bag, rucksack, briefcase, satchel or similar bag and its contents (excluding cash, vouchers, documents and mobile phones) owned by **you** or **your spouse/partner**
- any child's push chair, buggy, carrycot or car seat owned by **you** or **your spouse/partner**

caused by accident, fire, theft or attempted theft following forcible entry, whilst it is in the **insured vehicle**.

When the **insured vehicle** is unattended, the bag or child car accessories (excluding a fitted car seat) must be concealed in a glove compartment or boot and the **insured vehicle** must be locked.

Any claim under this Section shall not affect the No Claim Discount applicable to **your policy** and any **excess** stated in the **policy schedule** shall not apply to this cover.

Our liability under this Section shall not exceed the Personal Belongings Limit of Indemnity displayed on **your policy schedule** in respect of loss of or damage to property for any claim or series of claims arising out of any one event.

What is not insured

Exceptions to Section 4.7: Personal Belongings Protection

We shall not be liable for loss of or damage to:

(a) property that is covered under any other insurance policy

(b) cash, vouchers, bonds, bills of exchange, securities, documents and manuscripts

(c) mobile/smart phones

(d) business, professional or trade goods or equipment

Section 4.8: New Car Replacement

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

If, as a consequence of a valid claim under Section 2 or Section 3 of **your policy booklet**, the **insured vehicle** is declared by **us** to be a **total loss**, **we** will replace the **insured vehicle** with a new one of the same make, model and specification provided that:

(a) **you** are the first registered owner of the **insured vehicle,** or **you** are the only subsequent owner of the **insured vehicle** where it had been pre-registered with the dealer and sold to **you** with less than 250 kilometres on the odometer, and

(b) at the time of incident that resulted in the **total loss**:

(i) the age of the **insured vehicle** did not exceed the time period specified (in months) under the New Car Replacement Limit of Indemnity on **your policy schedule**, and

(ii) the **insured vehicle** had not travelled more than the kilometre amount specified under the New Car Replacement Limit of Indemnity on **your policy schedule**

and

(c) the **insured vehicle** is in current production and available for purchase as new in the Republic of Ireland.

If a replacement vehicle of the same make, model and specification of the **insured vehicle** is not readily available in the Irish market then the most **we** will pay is:

(i) the **market value** of the **insured vehicle** (and any accessories permanently fitted to the **insured vehicle**) at the time of the loss or damage occurring, or

(ii) 90% of the manufacturer's retail price of the **insured vehicle** when purchased by **you**

whichever is the greater amount.

We must gain authorisation from any person or other entity who has an interest in the **insured vehicle** before **we** can offer the benefit provided under this Section of **your policy**.

If **we** settle a claim under this Section of **your policy**, the lost or damaged **insured vehicle** becomes **our** property and **you** must provide **us** with all registration documentation in respect of the **insured vehicle**.

What is not insured

Exceptions to Section 4.8: New Car Replacement

We shall not be liable for:

(a) loss of or damage to the **insured vehicle** up to the amount of the **excess** displayed on **your policy schedule** whether or not **you** are at fault for the loss or damage

(b) loss of or damage to the **insured vehicle** which is not indemnifiable under Section 2 or Section 3 of **your policy**

(c) loss of or damage to the **insured vehicle** if it has not been supplied and registered as new in the Republic of Ireland

(d) loss of or damage to the **insured vehicle** if it has been purchased under a finance agreement, Personal Contract Purchase agreement or lease agreement where ownership does not pass on to **you**

(e) any indemnity provided under Section 2 or Section 3 of this **policy booklet** in respect of the **insured vehicle**

Section 4.9: Medical Expenses

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

Provided that **you** are not eligible for a higher benefit under Section 4.6 Personal Accident Protection of **your policy**, **we** will reimburse **you** for the cost of medical treatment to **you** or to any **passenger** in connection with any bodily injury caused by violent, accidental, external and visible means arising from **your** use of the **insured vehicle**.

Our liability under this Section shall not exceed the Medical Expenses Limit of Indemnity displayed on **your policy schedule** in respect of any one person injured.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

Section 4.10: Fire Brigade Charges

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

In respect of any event which may be the subject of indemnity under **your policy**, **we** will also pay for charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 to control or put out a fire in the **insured vehicle** or remove an **insured driver** or any **passengers** from the **insured vehicle** using cutting equipment.

Our liability under this Section shall not exceed the Fire Brigade Charges Limit of Indemnity displayed on **your policy schedule** in respect of any one incident giving rise to a claim under this Section.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

Section 4.11: Foreign Travel Cover

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

1. **European Travel**
   The cover provided under Section 2 'Loss of or Damage to the Insured Vehicle by Fire or Theft' and Section 3 'Accidental Damage to the Insured Vehicle' of **your policy** also applies whilst the **insured vehicle** is being used:

   - in a member country of the European Union; or
   - in any other country which the European Commission is satisfied has made arrangements to meet Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle and the enforcement of the obligation to insure against such liability

   These countries (excluding those referenced in the **territorial limits**) are:

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

   Provided that the period of foreign travel outside of the **territorial limits** does not exceed the number of days stated as the Foreign Travel Limit of Indemnity displayed on **your policy schedule** as measured from the date that the **insured vehicle** leaves the Republic of Ireland.

   Our liability under this Section is contingent upon the **insured vehicle** being registered taxed and normally situated in the Republic of Ireland.

The cover provided under this Section does not apply in respect of the use of a courtesy car or hire vehicle outside the Republic of Ireland.

2. **Customs Duty**
Provided that liability arises directly from loss or damage covered under **your policy**, **we** will indemnify **you** against liability for the enforced payment of customs duty in any country to which **your policy** applies. **Our** liability under this Section shall not exceed the **market value** of the **insured vehicle** prevailing in the Republic of Ireland on the date of any such enforcement.

3. **Bail Bonds**
If as a direct result of an accident in Spain which is or may become the subject of indemnity under **your policy**:

(a) any **insured driver** driving the **insured vehicle** with **your** consent at the time of the accident is detained, or

(b) the **insured vehicle** is impounded by the competent authorities

and a guarantee or monetary deposit is required for their release, **we** will provide such guarantee or deposit up to a maximum amount of €1,275 in total. Immediately after the guarantee is released or the deposit becomes recoverable, **you** or the **insured driver** must comply with all necessary formalities and provide **us** with any information and assistance that may be required to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against **you** or the **insured driver**, **you** must repay such amounts to **us** on demand.

4. **Transit**
The cover provided under Section 2 'Loss of or Damage to the Insured Vehicle by Fire or Theft' and Section 3 'Accidental Damage to the Insured Vehicle' of **your policy** also applies while the **insured vehicle** is in transit by:

(a) road, rail, inland waterway, lift or elevator

(b) sea (and during the process of loading and unloading incidental thereto) between any ports in countries to which **your policy** applies.

Section 4.12: Replacement of Locks

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

We will pay towards the cost of replacing and fitting door and boot locks, the ignition/steering lock and electronic locking mechanisms to the **insured vehicle**, where the keys or lock transmitter of the **insured vehicle** are stolen from **your** home or any other building boat or caravan where **you** are temporarily residing, provided that such theft involves entry to or exit from such property using forcible and violent means.

Our liability under this Section shall not exceed the Replacement of Locks Limit of Indemnity displayed on **your policy schedule** in respect of any one incident giving rise to a claim under this Section.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

What is not insured

Exceptions to Section 4.12: Replacement of Locks

We shall not be liable in respect of:

(a) any claim arising where the keys or lock transmitter have been stolen by a member of **your** family

(b) any claim arising where the keys or lock transmitter have been taken from **you** or **your spouse/partner** or any **insured driver** without the use or threat of forcible or violent means

(c) any claim where the theft of the keys or lock transmitter has not been reported to An Gardaí Síochána or local police (if abroad) immediately upon discovery and this prejudices **us**

Section 4.13: Electric Car Charging Cable

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

If the **insured vehicle** is a battery electric or plug-in hybrid electric model, **we** will cover the cost of replacing the electric charging cable provided by the manufacturer of the **insured vehicle** in the event of loss of or damage to the cable.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

What is not insured

Exceptions to Section 4.13: Electric Car Charging Cable

We shall not be liable for:

(a) the cost of replacing more than one electric charging cable in any one **period of insurance**

(b) any amount in respect of loss or damage to the electric charging cable in excess of €400

Section 4.14: Driving Other Cars

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

What is insured

1. **Third Party Liability Cover**
   We will extend the cover provided under Part 1 'Indemnity to the Insured' of Section 1 'Liability to Third Parties' of this **policy booklet** to indemnify **you** against liability at law for damages and claimant's costs and expenses in respect of the death of or bodily injury to any person and damage to property where such death or injury or damage arises out of an accident caused by or in connection with **your** driving of any private motor car within the **territorial limits** provided such vehicle:

   (a) does not belong to **you** or **your spouse/partner**

   (b) is not hired or leased to **you** or **your spouse/partner** under a Hire Purchase or Leasing Agreement

(c) is not the property of or in the custody of any Company or Firm of which **you** are a Member, Director or Employee

(d) is not the property of or in the custody or control of a Motor Trade business of which **you** are a Member, Director or Employee

(e) has an engine capacity of less than 2500 cubic centimetres

(f) is not modified beyond the manufacturer's standard specification

(g) is aged less than 15 years as measured from the date of its manufacture

(h) is registered, taxed and normally situated in the Republic of Ireland and is compliant with Road Traffic legislation and is the subject of a valid NCT certificate where so required by law

(i) is not a van, car-van with only two or less seats, crew-cab or pickup truck, motorcycle or a commercial vehicle of any kind

(j) is insured under a current policy of insurance in the name of another person who is not **your spouse/partner**

2. Comprehensive Cover

The cover provided under this Section applies only if Comprehensive Driving Other Cars is displayed as Operative on **your policy schedule** and **you** have paid the premium.

We will extend the cover provided under Section 2 'Loss of or Damage to the Insured Vehicle by Fire or Theft' and Section 3 'Accidental Damage to the Insured Vehicle' of this **policy booklet** to indemnify **you** against loss of or damage to any private motor car which is being driven by **you** or which is in **your** custody and control as a direct consequence of any sudden, unforeseen, unexpected and involuntary event occurring within the **territorial limits** provided that such vehicle:

(a) does not belong to **you** or **your spouse/partner**

(b) is not hired or leased to **you** or **your spouse/partner** under a Hire Purchase or Leasing Agreement

(c) is not the property of or in the custody of any Company or Firm of which **you** are a Member, Director or Employee

(d) is not the property of or in the custody or control of a Motor Trade business of which **you** are a Member, Director or Employee

(e) has an engine capacity of less than 2500 cubic centimetres

(f) is not modified beyond the manufacturer's standard specification

(g) is aged less than 15 years as measured from the date of its manufacture

(h) has a **market value** not exceeding €50,000 immediately prior to any loss of or damage occurring

(i) is registered, taxed and normally situated in the Republic of Ireland and is compliant with Road Traffic legislation and is the subject of a valid NCT certificate where so required by law

(j) is not a van, car-van with only two or less seats, crew-cab or pickup truck, motorcycle or a commercial vehicle of any kind

(k) is insured under a current policy of motor insurance in the name of another person who is not **your spouse/partner**

The cover provided under Part 1. 'Third Party Liability Cover' and Part 2. 'Comprehensive Cover' of this Section only applies where:

(a) **you** are the registered owner of the **insured vehicle** (or **you** are still its main driver and **you** declared to **us** that someone else owned the **insured vehicle** at the commencement of the **period of insurance**) and the **insured vehicle** has not been sold or disposed of or declared by **us** to be a **total loss**, and

(b) **you** have the owner's permission to drive the vehicle, and

(c) **you** hold a valid licence to drive the vehicle and have not been disqualified from holding or obtaining such a licence, and

(d) **your** driving or use of the vehicle is not covered under any other policy of insurance regardless of whether **you** are the policyholder of that policy or not

unless otherwise agreed by **us** in writing.

What is not insured

Exceptions to all parts of Section 4.14: Driving Other Cars

We shall not be liable for:

(a) any damages and/or claimant's costs and expenses in respect of the death of or bodily injury to any person and damage to property where such death or injury or damage is not indemnifiable under Part 1 'Indemnity to the Insured' of Section 1 'Liability to Third Parties' of this **policy booklet**

(b) any loss of or damage to the vehicle being driven by **you** or which is in **your** custody and control where such loss or damage is not indemnifiable under Section 2 'Loss of or Damage to the Insured Vehicle by Fire or Theft' and Section 3 'Accidental Damage to the Insured Vehicle' of this **policy booklet**

(c) any claim or request for assistance under Section 4.4 'Breakdown Assistance' or Section 4.5 'HomeStart Assistance' or Section 4.11 'Foreign Travel Cover' of this **policy booklet** while **you** are driving another car under Section 4.14 'Driving Other Cars'

Section 4.15: Legal Expenses

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium.

Definitions applicable to this Section only

In addition to the Definitions of specific words described elsewhere in this **policy booklet**, the following words have a particular meaning wherever they appear highlighted in bold text in this Section only:

Date of Occurrence
Shall mean

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

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

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

Insured Incidents
Shall mean:

(a) Accident Loss Recovery and Personal Injury
Legal costs incurred to recover **uninsured losses** after an event which:

(i) causes damage to the **insured vehicle** or to personal property in it, or

(ii) injures or kills an **insured person** while he or she is in or on the **insured vehicle**, or

(iii) injures or kills **you** while **you** are driving another motor car or motor cycle, or

(iv) injures or kills **you** or any member of **your** family (who permanently resides at **your** address) as a passenger in a motor vehicle, a cyclist or a pedestrian.

(b) Motor Legal Defence
Legal costs incurred to defend an **insured person's** legal rights if they are prosecuted for an offence connected with the use or driving of the **insured vehicle** but excluding any costs associated with the defence of a prosecution relating to a parking offence of any kind.

(c) Motor Contract Disputes
Legal costs incurred in respect of a dispute arising from an agreement which **you** have for buying, selling, hiring or insuring the **insured vehicle** or its spare parts or accessories or the service, repair or testing of the **insured vehicle**.

Provided that:
(i) **you** must have entered into the agreement during the **period of insurance**, and

(ii) the amount in dispute must be greater than €150.

Excluding:
Any claim relating to the settlement payable under an insurance policy including under any Section of this policy.

Insured Person(s)
Shall mean **you**, and any passenger or driver who is in or on the **insured vehicle** with **your** permission. Any person claiming indemnity under this Section of **your policy** must have **your** agreement to claim.

Legal Costs
Shall mean all reasonable and necessary costs charged by the **representative** on a party/party basis. This definition shall also include the costs incurred by opponents in civil cases if an **insured person** has to pay them or pays them with **our** agreement.

Legal Expense Territorial Limits
Shall mean:

(a) For Accident Loss Recovery and Personal Injury **insured incidents**, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

(b) For Motor Legal Defence **insured incidents**, the Republic of Ireland.

(c) For Motor Contract Disputes **insured incidents**, the Republic of Ireland.

Limit of Indemnity
The amount specified as the Legal Expenses Protection Limit of Indemnity displayed on **your policy schedule**. This amount is the maximum sum payable by **us** after aggregation of all **legal costs** and expenses incurred in respect of an **insured incident** under this Section of the **policy**. Only one **insured incident** shall be deemed to have occurred from all causes of action, incidents or events arising at the same time or from the same originating cause.

Representative
Shall mean 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 of the **policy booklet**.

Uninsured Losses
Shall mean losses which an **insured person** has incurred as a direct consequence of a road traffic accident which was not their fault and for which indemnity is not provided under any other Section of this **policy booklet**.

What is insured

We agree to accept a claim and to indemnify an **insured person** for **legal costs** up to the **limit of indemnity** in respect of **insured incidents** occurring within the **legal expense territorial limits** during the **period of insurance**.

- If a **representative** is appointed by **us**, **we** will pay the **legal costs** for **insured incidents** under this Section of **your policy**.
- For **insured incidents** involving the death of or injury to an **insured person**, **we** will pay the application fee required by the **injuriesboard.ie (IB)**.
- For all **insured incidents**, **we** will help in appealing or defending an appeal provided that the **insured person** tells **us** that he or she wants **us** to appeal within the statutory time limits allowed. Before **we** pay any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed.

Our liability under this Section shall not exceed the **limit of indemnity** in respect of any one **insured incident** or series of **insured incidents** occurring from all causes of action, incidents or events arising at the same time or from the same originating cause.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

What is not insured

Exceptions to all parts of Section 4.15: Legal Expenses Cover

(a) **We** shall not be liable for **legal costs** and expenses and other professional fees incurred:

(i) prior to confirmation from **us** that the claim has been accepted and that **we** will agree to pay such costs

(ii) in respect of, arising from or relating to a judicial review, coroner's inquest, fatal accident inquiry or injunction

(iii) where legal proceedings are conducted by the **insured person** without the consent of or contrary to or in a manner different from the advice of the **appointed advisor**

(iv) where the **insured person** fails to instruct, or give proper instructions in due time, to **us** or to the **appointed advisor** or to another party when requested by **us** or by the **appointed advisor**

(v) where the **insured person** is responsible for anything which in **our** reasonable opinion prejudices the **insured person's** prospects of success in the litigation

(vi) arising from any deliberate act or criminal act or omission of the **insured person** or where a claim is false or fraudulent

(vii) where **you** are, or become, domiciled in any country other than the Republic of Ireland

(b) **We** shall not be liable for **legal costs** and expenses and other professional fees incurred in respect of claims:

(i) of any **insured person** against **you**

(ii) of any **insured person** against any other **insured person**

(iii) where a dispute with **us** is not otherwise dealt with under Condition 5 'Differences' of this Section of the **policy wording**

(iv) which have been passed or assigned to the **insured person** after the **insured event** has occurred

(v) of a third party which are assumed by the **insured person** under their own name

(c) **We** shall not be liable for:

(i) 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

(ii) the cost of obtaining a medical report when registering a claim with the **injuriesboard.ie (IB)**

(iii) 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**

(iv) fines, damages or other penalties which an **insured person** is ordered to pay by a court or other authority

(v) the fees of counsel and/or expert witnesses unless **our** prior approval has been obtained in respect of their appointment and to the amount of their fees

(vi) **legal costs** and expenses and other professional fees incurred by the **representative** outside of the Republic of Ireland

(vii) travel expenses, subsistence allowances or compensation for absence from work incurred by the **insured person**

(viii) the defence of third party claims.

(d) **We** shall not be liable for **legal costs** and expenses and other professional fees incurred in respect of:

(i) appeals, unless **we** are notified in writing not later than 6 working days before the time for making an appeal expires and **we** consider that there are reasonable prospects of such an appeal succeeding

(ii) any incident relating to a vehicle being used for hire and reward, racing, rallying, reliability trials, pace-making, speed testing or for any purpose in connection with the motor trade

(iii) any incident involving the **insured vehicle** where at the time of the accident the driver of the **insured vehicle** did not hold a licence to drive such vehicle unless such driver having held such a licence is not disqualified from holding or obtaining a licence to drive the **insured vehicle**

(iv) any incident where the **insured vehicle** was being used by a person who was not insured to drive the **insured vehicle** under a valid policy of motor insurance

(v) any matter where the **insured person** is, or but for the operation of this Section of **your policy** would be, entitled to indemnity under any other policy or would be so entitled but for a breach or alleged breach by the **insured person** of the terms of such other policy

Conditions Applicable to this Section only

In addition to those terms and conditions set out in Section 6 'General Policy Conditions', the following Conditions also apply to Section 4.15 'Legal Expenses Cover'. The cover provided under this Section is contingent upon **your** adherence and observance of these Conditions. In the event that **you** or any **insured person** are found to have breached any of these Conditions then cover may not be provided and **we** will not be liable to make any payment under this Section of **your policy**.

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

1. Obligations

(a) The due observance and fulfilment of the terms, provisions and conditions of this **policy** insofar as they relate to anything to be done or complied with by the **insured person** shall be a condition precedent to **our** liability to make any payment under this **policy**.

(b) The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Section of the **policy**.

(c) The **insured person** shall inform **us** immediately in writing of any offer or payment into Court made with a view to settling the claim and:

(i) no agreement to settle the payment of **our** costs is to be made without **our** prior consent

(ii) if, without **our** approval, any offer or payment into Court is not accepted by the **insured person**, but the amount thereof is equal to or in excess of the total damages eventually recovered by the **insured person**, **we** shall have no liability in respect of any further **legal costs** incurred or arising after the date of that offer or payment into Court.

(d) The **insured person** shall:

(i) take every possible step to recover costs from their opponent and pay such sums to **us**

(ii) forward to **us** without delay all bills of costs or other communications relating to **legal costs** and expenses or other accounts which they may receive.

2. Claims Procedure

(a) An **insured person** shall as soon as possible present any claim to **us** and provide all circumstances, particulars and full details in writing together with any supporting information requested and enclose a copy of any documentation or statements submitted or made by the **insured person** to any insurer.

(b) **We** may make **our** own investigation into the claim and may take over and conduct in the name of the **insured person** the pursuit or defence or settlement of any claim or proceedings through other persons appointed by **us**.

(c) **We** shall only accept a claim for **legal costs** in respect of a civil claim if it is covered under this Section of **your policy** and if reasonable prospects for the recovery of damages or other remedy exist.

We may discontinue indemnity if, during the course of the claim, **we** consider that such prospects for recovery no longer exist. If **we** refuse to accept, or discontinue, a claim **we** shall inform the **insured person** of **our** reasons for so doing. Where **we** refuse to accept, or discontinue, a claim without the agreement of the **insured person**, the **insured person** may request arbitration in accordance with Condition 5 'Differences' of this Section of the **policy wording**. If the **insured person** continues with the claim and succeeds thereby, **we** will reimburse the costs expended by the **insured person**.

3. Appointment of a Representative

(a) An **insured person** may appoint a **representative** by notifying **us** of the name and contact details of such a suitably qualified individual 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.

If the **insured person** fails to appoint a suitably qualified individual to act as a **representative**, **we** shall have the right to appoint a **representative** in the name of and on behalf of the **insured person**. 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.

We shall have the right to accept or refuse the appointment of a **representative**. If the **insured person** cannot reach agreement with **us** in respect of the appointment of a **representative**, a relevant professional body shall be requested to nominate another and both parties (the **insured person** and **us**) shall be obliged to accept this nomination.

(b) **We** shall have direct access to the **representative** at all times and the **insured person** shall co-operate fully with **us** in all respects and shall keep **us** fully and continually informed of all material developments in the legal representation or proceedings.

At **our** request the **insured person** shall instruct the **representative** to produce immediately to **us** any documents, information or advice in the **representative's** possession.

The **insured person** shall also give the **representative** such other instructions in relation to the conduct of the claim as **we** may require.

(c) The indemnity provided under this Section of the **policy** shall in no way be affected by any agreement, undertaking or promise entered into between the **insured person** and the **representative** or by either of them with any third party.

(d) 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 indemnity provided under this Section of the **policy** shall cease with immediate effect, unless **we** agree to appoint another **representative**.

(e) If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the indemnity provided under this Section of the **policy** shall cease with immediate effect and **we** will be entitled to reimbursement by the **insured person** for any costs paid or incurred during the course of the claim.

4. Residence, Notification

(a) The last known address of the **insured person** is considered by **us** to be the residence of the **insured person**.

(b) **Our** residence is considered to be the address displayed in Part 1 'Your Insurer' of Section 10 'Important Information' of this **policy booklet** unless otherwise advised by **us**.

(c) Every notice or communication required to be made under this Section of **your policy** shall be sent in writing to the residence of the **insured person** or to **our** residence.

5. Differences

(a) If there is a disagreement between an **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 – see Section 8 'Complaints Procedure' for details. Alternatively, the **insured person** can avail of the arbitration process set out in Condition 8 'Arbitration' of Section 6 'General Policy Conditions' of this **policy booklet** for details.

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

(c) If **we** disclaim liability to the **insured person** for any claim and that claim is not referred to arbitration within 12 calendar months from the date of disclaimer of liability, then that claim shall be deemed to have been abandoned.

6. Jurisdiction

This Section of the **policy** is operative only in respect of actions which can be brought in a Court of Law within the **Legal Expenses territorial limits**.

Section 4.16: Mishap Insurance

The cover in this Section applies only if it is displayed as Operative on **your policy schedule** and **you** have paid the premium. To avail of these benefits **you** can contact **our** 24 Hour Emergency Assistance Helpline by calling 01 609 1436 or **0818 208 408** if travelling in Ireland.

Any claim arising entirely under this Section of the **policy booklet** shall not affect **our** calculation of the No Claim Discount applicable to **your policy**.

1. Key Protection

What is insured

If the keys used to gain entry to and operate the **insured vehicle** are lost, stolen or locked inside the **insured vehicle**, and **you** call **our** 24 Hour Emergency Assistance Helpline, **we** will arrange and pay for:

(a) The cost of a Breakdown Operator to gain entry to the **insured vehicle** at the scene of the breakdown or immobilisation for up to one hour, or

(b) The cost to a maximum of €200 for a locksmith if required to retrieve the keys from inside the **insured vehicle** or to remove a broken key from a lock of the **insured vehicle**, or

(c) The cost of providing new locks for the **insured vehicle** if a security risk has arisen, or

(d) The cost of replacement keys including any immobiliser infra-red handset and/or alarm which is integral to the key of the **insured vehicle** if such alarm cannot be reprogrammed

Our liability under this Section (inclusive of the limit referenced in Part (1)(b) above) is limited to a maximum of €1,500 in any one **period of insurance**.

What is not insured

We will not be liable for

(a) keys that are lost or stolen within the first seven days from the commencement of the first **period of insurance** of **your policy**

(b) keys lost by or stolen from someone other than **you** or person residing at **your** address

(c) the cost of replacing Electronic Control Units (also known as the car computer)

(d) replacement locks or keys of a higher standard or specification than those which have been lost or stolen

(e) loss of any property other than an insured key and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm

(f) claims arising from any deliberate or criminal act or omission by **you**

(g) loss or theft of an insured key which occurs outside the **period of insurance**

(h) claims arising as a result of **your** failure to take steps to safeguard an insured key

(i) any loss of market value as a result of loss or theft of the insured keys

(j) losses occurring outside of the Republic of Ireland & Northern Ireland

2. Misfuelling Insurance

What is insured

If **you** or an **insured driver** accidentally fill the fuel tank of the **insured vehicle** with an incorrect type of fuel as defined by the manufacturer of the **insured vehicle** during the **period of insurance**, **we** will reimburse **you** in respect of the following:

(a) Misfuelling

We will provide cover for the cost of draining and removing contaminated fuel from the **insured vehicle** up to a maximum of €250 in respect of any one incident resulting in a claim under this Section.

Our liability under Part 2(i) shall be limited to a maximum of 2 claims in any period of insurance.

(b) Vehicle Recovery

If it is not possible to remove any contaminated fuel where the **insured vehicle** is located, **we** will reimburse the costs incurred to recover **you** or an **insured driver** along with the **insured vehicle** and any attached trailer/caravan and up to six **passengers** to an appropriate repair facility to remove the contaminated fuel. If **you** are unaware of any such facility, the attending recovery provider will be able to suggest one to **you**. **You** will be required to pay the costs associated with this fuel drainage directly to the garage, however **we** will reimburse these costs to **you** subject to a maximum of €250.

The maximum amount that **we** will pay in the aggregate under Part 2 of this Section is limited to €500 in any **period of insurance**.

What is not insured

We will not be liable for

(a) **misfuelling** that occurs within the first seven days from the commencement of the first **period of insurance** of your policy

(b) the VAT (Value Added Tax) associated with the cost of draining and removing contaminated fuel from the **insured vehicle** or any towing of the **insured vehicle** if **you** are registered for VAT

(c) any claim involving deliberate **misfuelling** of the **insured vehicle** by **you** or any **insured driver** or **passenger**

(d) any claim where the **insured vehicle** is **misfuelled** by any person under the influence of or affected by alcohol or drugs

(e) any claim where the **insured vehicle** is declared by **us** to be a **total loss** as a consequence of such **misfuelling**

(f) **misfuelling** that occurs as a result of theft of the **insured vehicle**

(g) any claim involving the use of the wrong grade of the correct type of fuel as specified by the manufacturer of the **insured vehicle**

(h) any damage to the internal components or engine of the **insured vehicle** connected with **misfuelling** including any costs to repair or replace any parts of the **insured vehicle**

(i) any claim where the **insured vehicle** is not registered in the Republic of Ireland or is not taxed or is not the subject of a valid NCT certificate where so required by law at the time of any **misfuelling** occurring

(j) any ferry, toll or congestion charges

(k) the collection/onward delivery of the **insured vehicle**

(l) more than one recovery per **misfuelling** incident unless **we** agree otherwise

(m) damage to the **insured vehicle** or to any trailer or caravan or their contents caused whilst being the subject of any assistance provided under **your policy**

(n) any costs incurred in the recovery of horses or livestock or the transportation of animals or pets with the exception of assistance dogs which are permitted in a recovery vehicle

(o) any recovery that cannot be affected because access to the **insured vehicle** is illegal impracticable unsafe unlawful or if in the opinion of the recovery agent the **insured vehicle** is unroadworthy dangerous or overloaded

(p) any claim where the **insured vehicle** cannot be transported safely and legally using a standard transporter

(q) loss of use of the **insured vehicle** or any other consequential loss directly or indirectly caused by the event which led to **your** claim such as travel expenses or loss of earnings

(r) **misfuelling** that occurs prior to the commencement of the **period of insurance** or outside of the Republic of Ireland

Section 5: General Policy Exceptions

This Section sets out the standard exceptions that apply to the cover provided under all other Sections of the **policy wording**. These General Policy Exceptions are in addition to any other exceptions and exclusions which are specific to a particular cover or benefit.

It is important that **you** understand these exceptions as **you** will not be covered for an incident of loss or damage which is excluded under **your policy**.

These exceptions and exclusions apply to the cover provided under all other Sections (including any sub-Sections) of the **policy booklet** unless stated otherwise.

(a) **We** shall not be liable in respect of any claim arising while the **insured vehicle** is being used or driven:

- (i) otherwise than as stated in **your policy schedule** and **certificate of motor insurance** or as permitted under Part 2(a) of Section 1 'Liability to Third Parties' of the **policy booklet**
- (ii) to **your** knowledge or to the knowledge of any **insured driver** in an unsafe or unroadworthy condition
- (iii) by **you** unless **you** hold a valid licence to drive the **insured vehicle**
- (iv) with **your** consent or with the consent of any person claiming to be indemnified under **your policy** by any person who does not hold a valid licence to drive the **insured vehicle**
- (v) by a Provisional/Learner Permit Licence holder unless accompanied by a Full Licence holder as required by law
- (vi) outside of the **territorial limits** except as permitted under:
  1. the paragraph titled 'Compulsory Insurance in the European Union & Other Countries' forming part of Section 1 'Liability to Third Parties', or
  2. Section 4.11 'Foreign Travel Cover' but only insofar as such claim arises in respect of the cover provided under that Section of **your policy**.

(b) **We** shall not be liable for:

- (i) 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
- (ii) any accident, injury, loss or damage (except that which is covered under Section 1 'Liability to Third Parties') arising during or in consequence of:
  1. earthquake
  2. riot or civil commotion or any action taken in controlling, preventing, suppressing or in any way relating to riot or civil commotion

(iii) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

(iv) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(v) any legal liability of whatsoever nature directly or indirectly caused by or occasioned by, contributed to, by or arising from:

1. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3. pressure waves caused by aircraft and/or other airborne or aerial devices travelling at sonic or supersonic speeds

(vi) any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while the **insured vehicle** is in or on that part of an aerodrome, airport, airfield or military base provided for:

1. the take-off or landing of aircraft and for the movement of aircraft on the surface

2. aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.

(vii) any loss damage cost or expense of whatsoever nature (except that which is covered under Section 1 'Liability to Third Parties') directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion any loss, damage, cost or expense is not covered by this **policy**, the burden of proving the contrary shall rest with **you**.

(viii) any loss or damage to any vehicle insured under this policy which is provided under Section 2 'Loss of or Damage to the Insured Vehicle by Fire or Theft' or Section 3 'Accidental Damage to the Insured Vehicle' if **you** or any **insured driver** are subsequently convicted of, or during such time that there is a prosecution pending for, driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation.

In addition, if following a road traffic accident **you** or any **insured driver** are convicted of driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation, **we** will be entitled to recover all monies paid in respect of any loss or claim arising from such road traffic accident.

(ix) in respect of Section 4.15 'Legal Expenses', any claims directly or indirectly caused by or contributed to or arising from chemical or natural catastrophes.

(x) any loss or damage or any liability of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. the loss or alteration of, or
2. damage to, or
3. a reduction in the functionality, availability or operation of

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer or non-computer equipment that results from malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including, but not limited to, computer virus logic bomb or trojan horse.

Section 6: General Policy Conditions

In order for **us** to provide **you** with the cover described in **your policy**, **you** must observe and adhere to the terms and conditions set out in this Section of the **policy booklet**.

In addition, **you** must also ensure that all **insured drivers** are aware of these conditions and that they also agree to comply with them. In the event that **you** or any **insured driver** are found to have breached any of these conditions then cover may not be provided and **we** will not be liable to make any payment under this **policy**.

For the purposes of these general policy conditions, the expression "Insured Person" shall mean **you** and any other person entitled to be indemnified under **your policy**.

No Condition or **endorsement** of this **policy** shall affect the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the Road Traffic Act 1961.

1. Claims

(a) In the event of any accident, injury, loss or damage likely to give rise to a claim under this **policy you** must:

(i) as soon as reasonably possible, and in any case no later than 48 hours from the date of the event, notify **us** and provide all information and assistance that **we** may require

(ii) send to **us** any letter, claim, writ, summons or legal process as soon as it is received. This condition does not apply to Section 4.15 'Legal Expenses'

(iii) notify **us** in writing as soon as **you** become aware of any impending prosecution or coroner's inquest involving any person entitled to be indemnified under this **policy**.

(b) Further:

(i) The "Insured Person" (or the "Insured Person's" agent) shall not make any admission of liability or offer or promise of payment but shall permit **us** to have the sole conduct of all negotiations or legal proceedings.

(ii) Subject to Condition 19 of this Policy, **we** shall be entitled to use the name of the "Insured Person" for the purpose of resisting or enforcing any claim. The "Insured Person" shall give **us** all reasonable assistance in connection therewith, to include the Insured Person cooperating with **us** in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner) and shall act in all cases in **our** best interests.

(iii) While **we** have the right to make the final determination in relation to coverage or handling of the whole or part of any claim, **we** will engage with the Insured Person during **our** investigation of the claim and give the Insured Person the opportunity to submit to **us**, any relevant evidence which could inform **our** determination as regards the claim. However, **we** shall have full power to settle any claim or part thereof and in the event of any dispute between **us** and the "Insured Person" such settlement shall have the effect for all purposes as if it

were made with the concurrence of the "Insured Person" notwithstanding that such settlement may be made without admission of liability.

2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** or any **Insured Driver** (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim") **we** shall be entitled to:

(a) refuse to pay the claim; and

(b) terminate the **Policy** by written notice in which case cover under the **Policy** shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** and/or any **Insured Driver** (as the case may be) under the **Policy** in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **we** need not return any of the premiums paid under the **Policy**.

3. Cancellation

(a) Cancellation within the Cooling Off Period

If **you** wish to cancel **your policy** within 14 working days of purchasing it or receiving **your policy schedule** and **policy booklet** (whichever happens later) then please let **us** know.

We will refund the premium for the exact number of days left until the expiry date of **your policy** unless **you** have made a claim during the **period of insurance**. Where **you** have made a claim, **we** will deduct the cost of the claim from the amount of the premium that would otherwise have been refunded to **you** had no claim occurred.

(b) Cancellation by **you**

You may cancel **your policy** at any time by giving us notice in writing and returning the **certificate of motor insurance** and Insurance Disc to **us**. The effective date of the cancellation of **your policy** will be the date on which **we** receive the **certificate of motor insurance** and Insurance Disc from **you** unless otherwise agreed by **us**.

We will refund the premium for the number of days left until the expiry date of **your policy** provided that:

- no claim or incident that may give rise to a claim under the **policy** has been made or occurred during the **period of insurance**
- the premium for the full **period of insurance** has been paid by **you** and received by **us**
- the refund due to **you** amounts to a sum greater than or equal to €10.00 (inclusive of any administration charge or deduction for claim costs that may apply)

Where **you** have made a claim during the **period of insurance**, **we** will deduct the cost of the claim from the amount of the premium that would otherwise have been refunded to **you** had no claim occurred.

If **you** pay the premium for **your policy** by instalments (Direct Debit) and **you** have made a claim, or a claim has been made against **you** under this **policy**, the balance of the annual premium for the full **period of insurance** will become payable to **us** upon cancellation.

If **you** cancel **your policy** during the first **period of insurance** after the Cooling-off Period, **we** will apply an administration charge of €25.00 which will be deducted from any premium refund that may be allowed.

(c) Cancellation by **us**

We may cancel **your policy** by sending 10 days' notice in writing to your last known address. **You** will be entitled to a premium refund for the number of days left until the expiry date of **your policy** provided that:

- no claim or incident that may give rise to a claim under the **policy** has been made or occurred during the **period of insurance**, and
- the premium for the full **period of insurance** has been paid by **you**, and
- the refund due to **you** amounts to a sum greater than or equal to €10.00 (inclusive of any deduction for claim costs that may apply)

Where **you** have made a claim during the **period of insurance**, **we** will deduct the cost of the claim from the amount of the premium that would otherwise have been refunded to **you** had no claim occurred.

If **you** pay the premium for **your policy** by instalments (Direct Debit) and **you** have made a claim, or a claim has been made against **you** under this **policy**, the balance of the annual premium for the full **period of insurance** will become payable to **us** upon cancellation.

Cancellation of **your policy** by **us** shall be without prejudice to any rights or claims by **you** or **us** arising prior to the effective date of such cancellation.

(d) Instalment Defaults

Where **we** have agreed to accept payment by instalments, any default in payment on the due date may result in the **Policy** cover being terminated.

4. Other Insurances

If any claim covered by this **policy** is also covered by any other policy of insurance, whether **you** are the policyholder of that other policy or not, (excluding claims under Section 4.6 'Personal Accident Protection') **we** shall not be liable to pay more than a rateable proportion. Provided always that nothing in this Condition shall impose on **us** any liability from which **we** would have been relieved by Part 3 (a), (ii) and (iii) of Section 1 'Liability to Third Parties' of this **policy booklet** but for the terms of this Condition.

5. Care of the Insured Vehicle

You and any **insured driver** must take all reasonable steps to prevent loss of or damage to or breakdown of any vehicle insured by **your policy** and to avoid insofar as possible the occurrence of injuries to passengers and third parties and their property.

The **insured vehicle** must be maintained in a safe and roadworthy condition at all times. **You** must ensure that the **insured vehicle** has a valid NCT certificate and is fitted with appropriate tyres with tread depths in compliance with legal requirements.

You and any **insured driver** must ensure that the keys are not left in or on the **insured vehicle** while unattended or leave the **insured vehicle** unlocked.

You shall allow **us** or **our** authorised representative to inspect the **insured vehicle** at any time.

Subject to Condition 18, if this Condition is not complied with, **we** reserve the right not to pay a claim or if, by law, **we** are obliged to meet a claim, **we** reserve the right to seek recovery of any payment made by us from **you**.

6. Car Sharing

When the **insured vehicle** is being used as part of a car sharing or pooling arrangement and **you** receive contributions towards the cost of such journeys, **we** will not consider such use of the **insured vehicle** to be for hire or reward provided that:

(a) the **insured vehicle** is not built or adapted to carry more than eight **passengers**;

(b) **you** or any **insured driver** are not carrying **passengers** as customers of a passenger-carrying business;

(c) the total contributions that **you** or any **insured driver** receives do not mean that **you** or the **insured driver** financially profits from such an arrangement.

If **you** are not sure as to whether the use of the **insured vehicle** for a car-sharing arrangement is covered under **your policy**, please contact **us**.

7. Change in Circumstances

You must immediately inform **us** if there are any changes whatsoever to any of the information that **you** have previously provided to **us** and which **we** have used in assessing the level of cover provided to **you** and the premium that **we** require for **your policy**.

Please refer to **your statement of fact** for details of the information that **you** have provided to **us**.

You must immediately inform **us** about any of the following changes during the **Policy** period:

- any modifications or alterations to the **insured vehicle**, including but not limited to , air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;
- a change of car or changes in the ownership of the **insured vehicle**;
- a change in **your** use of the **insured vehicle**;
- a change to the main user/driver of the **insured vehicle**;
- a change in the employment status or occupation of **you** or any **insured driver**;
- any changes to the health of **you** or any **insured driver** which requires notification to the National Driver Licence Service (NDLS);
- any convictions, whether related to motoring offences or not, prosecutions or any penalty points which apply to **you** or any **insured driver**;
- a change of **your** address;
- any motoring accident or motor insurance claim involving **you** or any **insured driver** whether such claim is made on **your policy** or any other policy of motor insurance;
- any incidence where the **insured vehicle** will be driven in a country not included in the **territorial limits** or if **your** intended period of foreign travel under Section 4.11 'Foreign Travel Cover' exceeds the number of days stated on **your policy schedule**.

- any changes to:
  - the information provided in any **Proposal Form** or otherwise in response to specific questions asked by **us**; and/or
  - the information provided and recorded in any **Statement of Fact** issued to **you**; and/or
  - the declarations made by **you** or on **your** behalf; and/or
  - any additional information voluntarily provided.

When **you** notify **us** about a change, or if **we** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and **Policy** cover more generally.

We may refuse a claim made by **you** and/or any **Insured Driver** (as the case may be) where there has been a change in the subject matter of the **Policy** which results in a new risk which **we** did not a agree to cover and which was beyond **your** and **our** reasonable contemplation when the **Policy** was entered into.

Failure to disclose any such change may result in difficulty obtaining insurance in the future.

Please advise **us** if a criminal conviction involving **you** or an **insured driver**, which had previously been disclosed to **us**, has become spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 prior to the expiry of the current period of insurance. If **you** fail to advise **us** of this, any premium changes or alterations and/or special conditions that **we** may have applied when offering to renew **your policy** for any subsequent period of insurance will continue to apply.

8. Arbitration

If there is a dispute arising out of this **policy**, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us**, but if we cannot agree upon an arbitrator then an arbitrator shall be appointed by the authorised body identified in the current arbitration legislation. If a disputed claim is not referred to arbitration within 12 calendar months from the date of **our** disclaimer of liability, then the claim shall be deemed to have been abandoned.

9. (1) Pre-contractual Representations

You acknowledge and accept the following:

(a) **you** have a legal duty prior to entering into the **Policy** and/or prior to the renewal of this **Policy** to provide responses to questions **we** ask in relation to the risk(s) to be insured.

(b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.

(c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.

(d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on **your** behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

(a) In this Condition 9, the term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the **Policy** but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

(i) if **we** would not have entered into the **Policy** on any terms, **we** may avoid the **Policy** from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

(ii) if **we** would have entered into the **Policy**, but on different terms , the **Policy** is to be treated as if it had been entered into on those different terms if **we** so require;

(iii) if **we** would have entered into the **Policy**, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.

(b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the **Policy**, **we** may either:

(i) give **you** notice that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or

(ii) terminate the **Policy** by giving reasonable notice.

(c) Where a claim is made under the **Policy** but an answer which was provided, or information which was volunteered, by **you** involves a fraudulent misrepresentation, or where **your** conduct (relative to the **Policy** or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the **Policy** from the date of commencement or renewal (as the case may be) without return of premium.

10. Rights of Recovery

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which **you** are covered by this **Policy**, **we** are required by law to pay a claim which **we** would not otherwise be obliged to pay under the terms of this **Policy**, **we** shall pay such claim but shall be entitled to recover from **you** or any other **Insured Driver** (as the case may be) all sums paid by **us**.

11. Compliance with Driving Licence Conditions

Any person whose driving is covered by the terms of the **certificate of motor insurance** must hold a licence to drive the **insured vehicle** and must satisfy and comply with the conditions and any limits of their driving licence.

Any person whose driving is covered by the terms of the **certificate of motor insurance** must adhere to any restrictions, conditions and limits on their driving licence including any restriction relating to the class of vehicle being driven or any other licence condition that may apply.

Any learner permit holder whose driving is covered by the terms of the **certificate of motor insurance** must comply with the requirement to be accompanied by a full driving licence holder at all times when 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.

12. Policy Renewal

When **your policy** is due for renewal **we** may offer to renew it for **you** automatically using the payment details **you** have already provided to **us** unless **we** or **you** have advised otherwise.

We will contact **you** at least 20 working days before the expiry of the current **period of insurance** and before taking any payment from **you** to confirm **your** renewal premium and cover. If **you** do not want to renew **your policy you** must contact **us** prior to the expiry of the current **period of insurance** to let **us** know.

It is not possible to offer automatic renewal in all circumstances, for example **we** may need to discuss aspects of **your policy** cover with **you** or **your** payment method may change. The renewal offer issued by **us** will advise if **your policy** will be automatically renewed or if **you** need to contact **us**. If **we** are unable to offer renewal terms for **your policy we** will write to **you** at your last known address to let **you** know.

13. Premium Alterations

If an alteration to **your policy** results in an additional premium due to **us** or a refund premium due to **you**, **we** will only charge or refund such premium provided the amount involved is greater than or equal to €10.00.

14. Insurance Act 1936

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

15. Stamp Duties Consolidation Act 1999

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

16. Law Applicable to the Contract

Under the relevant European and Irish legal provisions, **you** and **we** can choose the law applicable to this contract. We propose that the law of the Republic of Ireland will apply to the contract.

17. Duty to Comply with Policy Conditions

(a) **You** must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this **Policy** so far as they relate to anything to be done or complied with by **you**, to include **you** cooperating with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner

(b) Other than where expressly provided in this **Policy**, **your** compliance with the terms, limitations, Exceptions, Conditions and Endorsements of this **Policy** shall be a condition precedent to any liability on **our** behalf to make any payment under the **Policy**

(c) Breach of any notification-related term or Condition will entitle **us** to refuse payment of a claim where **we** were prejudiced by the breach of the notification-related term or Condition in question.

18. Effect of Continuing Restrictive Conditions

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

(a) **you** breach any such term; and

(b) during the period of breach **you** suffer a relevant loss; and

(c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**,

we will have no liability for the loss.

19. Subrogation

This clause applies where **we** have the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because:

(a) the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or

(b) the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this **Policy**.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, **we** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise **our** right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

Section 7: Making A Claim

1. What You Should Do

In the Event of an Accident

- Call **Us**

  Please report the accident to **us** as soon as possible on our **24 Hour Emergency Assistance Helpline** on **(01) 609 1436** or **0818 208 408**. **You** should report all incidents regardless of whether **you** intend to claim under **your policy** or not.

- Notify the Emergency Services

  Report the accident to An Garda Síochána and/or the National Ambulance Service if required. If the accident involves injury to persons or certain animals, **you** are required by law to report the incident to An Garda Síochána or local police (if abroad) as soon as possible and in any case within 24 hours.

- Look Around – Take Note!

  If one or more other vehicles are involved in the incident, take note of the registration and the number of occupants in each vehicle.

  Take details of all injuries and damage sustained. Draw a basic diagram of the accident location to include approximate road measurements, road signs, markings, traffic signals and the vehicles involved.

- Do Not Admit Fault or Liability for the Accident

  Do not admit **you** are at fault for an accident until **you** have spoken to **us** for advice.

- Take Photos

  If possible and only if safe to do so, take photos of:

  – the damage to all vehicles involved in the incident, and

  – the road markings at the scene of the incident, and

  – the position of the vehicles on the road before they are moved.

  These photos will help **us** investigate the incident and determine who is at fault.

- Exchange Details

  If there is damage to any other vehicle or property, exchange names, contact information (phone number and/or address) and insurance details with any other person involved in the incident.

  Similarly, ask anyone who may have witnessed the incident for their name and contact details.

- Keep **Us** Informed

  Let **us** know immediately if **you** receive notice of any prosecution or if other parties are to be prosecuted as a result of the accident.

In the Event of Theft and/or Damage

- If the **insured vehicle** is stolen or maliciously damaged, immediately report the matter to An Garda Síochána or police station nearest to the location where the incident occurred.
- Please notify **us** of the theft and/or damage within 48 hours on our **24 Hour Emergency Assistance Helpline 0818 208 408**.

All correspondence from third parties, their insurers or representatives should be sent to **us** unanswered as soon as possible after receipt.

All Zurich customers can avail of our **Claims Assistance Helpline 0818 208 408**, where queries regarding **your** claim will be dealt with.

2. Claims Notification Period

Please note that all Claims must be notified to **us** within 48 hours of their occurrence.

Please refer to Section 5 'General Policy Exceptions' and Section 6 'General Policy Conditions' of this **policy booklet** and make sure that **you** are aware of **your** obligations as failure to comply with the terms and conditions of **your policy** could result in **your** claim being refused.

3. Road Traffic Accident Fire and Theft Assistance in the Republic of Ireland only

If due to a road traffic accident, or damage as a result of fire or theft, occurring in the Republic of Ireland, the **insured vehicle** cannot be driven please contact **us** via the 24 Hour Emergency Assistance Helpline (by calling 01 609 1436 or **0818 208 408**). **We** will arrange for the **insured vehicle** to be recovered by one of **our** approved repairers. If it can be driven, **we** will direct **you** to the nearest approved repairer. Having contacted **us** and used one of **our** approved repairers, **you** will then be able to avail of one of the following options:

(a) The cost of a replacement car.

We will arrange a replacement car up to a Class B category vehicle (1.2 Petrol engine). If the **insured vehicle** is a battery electric or plug-in hybrid electric model, **we** will arrange a like-for-like replacement electric car but if this is not possible **we** will arrange an equivalent replacement petrol or diesel car. **You** must satisfy the requirements of the Car Hire Company and be responsible for petrol and ancillary charges. **We** will provide the insurance cover for the replacement car – in order to arrange this, **you** should contact **us** via the 24 Hour Emergency Assistance Helpline (see pg. 2 of this policy booklet). Provided that you contact us via the 24 Hour Emergency Assistance Helpline **you** can avail of a replacement car:

(i) for the duration of the repairs if the **insured vehicle** is damaged and being repaired by one of **our** approved repairers, up to a maximum of 7 days. This limit is extended to 10 days if the **insured vehicle** is a battery electric or plug-in hybrid electric model

(ii) if the **insured vehicle** has been declared a **total loss** by **us** provided such loss or damage is recoverable under **your policy**, up to a maximum of 10 days

or

(b) The cost of returning to **your** home address by public transportation, up to a maximum cost of €130.

or

(c) The cost of accommodation for one night only subject to a limit of €65 per person. The most **we** will pay under this option is €130.

Section 8: Complaints Procedure

At Zurich, **we** care about **our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that **you** have cause for complaint, either in relation to **your policy** or any aspect regarding the standard of **our** service, please follow the steps outlined below:

- Please contact the Customer Services Co-ordinator, Zurich Insurance Europe AG, P.O. Box 78, Wexford or email customersupport@zurich.ie or telephone **us** on (01) 667 0666.
- If the complaint is not resolved to **your** satisfaction, **you** should write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may avail of **your** right to contact:

  (i) Financial Services and Pensions Ombudsman
  Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
  Phone: 01 567 7000
  Email: info@fspo.ie

  (ii) Insurance Ireland Insurance Information Service
  1st Floor, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.
  Phone: 01 676 1820
  Email: iis@insuranceireland.eu

Section 9: Privacy and Data Protection

Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this Section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this Section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at **www.zurich.ie/privacy-policy**.

The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example. if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at **www.zurich.ie/privacy-policy**.

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at **www.zurich.ie/privacy-policy**.

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self- insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

We will also add details of your policy to the Motor Third Party Liability Database maintained by the Motor Insurers Bureau of Ireland (**MIBI**). MIBI will make this information available to the Minister for Transport, Tourism and Sport and An Garda Síochána for the purposes of section 78A of the Road Traffic Act 1961 (as amended). MIBI may also use this information to:

1. comply with its own legal obligations (e.g. to provide information to members of the public who were involved in an accident with an unidentified driver pursuant to regulation 5(5) of SI 651/2003 (as amended)); and
2. for the performance of its obligations pursuant to the agreement with the Minister for Transport dated 29 January 2009 (as amended from time to time) which was entered into to provide compensation to individuals involved in accidents with uninsured drivers.

More details can be found on the MIBI data protection webpage: **https://www.mibi.ie/data-protection.785.html**

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it.

We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at **www.zurich.ie/privacy-policy**.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland**

Section 10: Important Information

1. Your Insurer

The underwriter of the insurance provided under this **policy** is Zurich Insurance Europe AG, having its registered branch office in Ireland at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94 X9Y3, Ireland.

Our contact details are:

Phone: **0818 400 700** or 053 915 7775

Online: www.zurich.ie

2. Regulatory Status

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich is subject to a number of Codes of Conduct published by the Central Bank of Ireland including the Consumer Protection Code and the Minimum Competency Code and these can be found on its website at www.centralbank.ie

3. How We Charge

The charge for the insurance provided by **us** under this policy is the premium (including applicable government levies, premium taxes and/or contributions to regulatory bodies). This premium and any optional covers purchased by **you** are specified in **your policy schedule**.

4. Language

Your policy and all communications with **you** or by **you** to **us** will be in English.

5. Compensation

In the event that Zurich Insurance Europe AG are unable to pay a claim under this **policy**, **you** may be entitled to compensation from the Insurance Compensation Fund and the Motor Insurers' Insolvency Compensation Fund in Ireland.

6. Road Traffic Accident involving an Non-Irish Registered Vehicle

If **you** are involved in an accident with a visiting motorist from outside of the Republic of Ireland, **you** should report the accident to **us** and to:

Motor Insurers Bureau of Ireland, 1st Floor, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.

Phone: 01 676 9944

Email: info@mibi.ie

7. Insurance Confidential

Insurance Confidential are working hard to combat insurance fraud in Ireland. If **you** have seen or know of any incidence of insurance fraud please contact Insurance Confidential on Lo-Call 01 676 1914 or go online at www.insuranceconfidential.ie/report. All information received is managed in the strictest confidence.

Zurich Insurance Europe AG
PO Box 78, Wexford, Ireland.
Telephone: 01 667 0666
Fax: 01 667 0644 Website: www.zurich.ie

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

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