ZURICH

Private Car Insurance

Policy Document

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Welcome

Your Motor Insurance Contract consists of three documents:

The policy booklet

This Booklet, which includes Definitions, Extent of Cover and any further Endorsements (either specified in the Schedule or issued at a later date). Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance Europe AG and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

Please read these documents carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions please contact your insurance broker or Zurich Insurance Europe AG.

The schedule

Which includes details of the Insured, the Vehicle, the Cover and the Period of Insurance.

The Certificate of Motor Insurance

Which is required by law. It may be detached for production to licencing or legal authorities.

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

Emergency Assistance

To assist our customers when the unexpected happens, we, in conjunction with our assistance company will provide the following benefits:

Emergency Helpline

24 hour, 365 day Emergency Helpline – 0818 208 408. If your car is immobilised or you have an accident anywhere in the Republic of Ireland you should contact the Emergency Helpline on **0818 208 408**. We will arrange for someone to come to your assistance as soon as possible. You pay the cost of such assistance but gain the benefit of special rates negotiated by our assistance company. Any outlay for which you are entitled to claim under your policy will be reimbursed to you.

If you have Comprehensive Cover

and you ring the Emergency Helpline we will provide the foll)owing benefits for:

1. Petrol or Diesel Car Owners:

Roadside Breakdown Assistance in the Republic of Ireland (0818 208 408) and in Northern Ireland (0808 1017444)

If your car 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 your car to the nearest garage capable of effecting repairs or to any garage of your choice if it is nearer.

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 the Emergency Helpline:

(a) **The cost of returning home by public transportation**

or

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

Note: The most we will pay under either option is €130.

Road Traffic Accident, Fire and Theft Assistance in the Republic of Ireland only (The following three benefits are only available to policyholders with Comprehensive Cover. Benefit (a) however is also available to policyholders with Third Party Fire and Theft Cover provided such damage to the Insured Vehicle is as a result of fire or theft).

If, due to a road traffic accident or damage as a result of fire or theft your car cannot be driven, please phone us at the Emergency Helpline. We will arrange for your car 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). You must satisfy the requirements of the Car Hire Company and be responsible for petrol and ancillary charges. Naturally, we will provide the insurance cover for the replacement car and to arrange this you should contact your broker, or if you deal with us directly, by dialling our **24 Hour Emergency Helpline 0818 208 408**. Provided you phone us at the Emergency Helpline you can avail of a replacement car:

(i) for the duration of the repairs if your vehicle is damaged and being repaired by one of our approved repairers, up to a maximum of 7 days

(ii) if your vehicle has been damaged beyond economical repair or your vehicle has been stolen and not yet recovered provided such damage is recoverable under your policy, up to a **maximum of 10 days**

or

(b) **The cost of returning home by public transportation.**

Note: The most we will pay under this option is €130.

or

(c) **The cost of accommodation for one night only,** subject to a limit of €65 per person.

Note: The most we will pay under this option is €130.

2. Electric Car Owners:

When you call our Emergency Helpline, you can avail of the same great level of cover as outlined above, but with the following specific benefits for battery electric, or plug-in hybrid electric, car owners:

Roadside Breakdown Assistance in the Republic of Ireland (0818 208 408) and in Northern Ireland (0808 1017444)

If your electric car is immobilised as a result of mechanical or electrical failure, loss of electrical charge, loss of keys or driver error, and cannot be driven, we will provide you with 30 minutes Roadside Assistance free of charge.

Should this prove unsuccessful we will organise and pay the cost of bringing your electric car to the nearest garage capable of effecting electric car repairs, or the nearest available charge-point, within a 50km radius of your breakdown location. If you require, we will transport your electric car beyond a 50km radius of your breakdown location but you will be responsible for the additional cost.

The cost of a replacement car. 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, for up to 10 days while your electric car is being repaired. You must satisfy the requirements of the Car Hire Company and you will be responsible for the cost of charging and/or fuel and/or ancillary charges. Naturally, we will provide the insurance cover for the replacement car and to arrange this you should contact your broker, or if you deal with us directly, by dialling our **24 Hour Emergency Helpline 0818 208 408**.

You must contact the Emergency Helpline to avail of the above benefits.

What you Should do:

In the Event of an Accident

- Note the registration of the vehicles involved. If there is damage to any other vehicle or property, exchange names and addresses with any person whom you will have reasonable grounds to ask for their insurance details.
- **Do not admit liability for the accident.**
- Report the accident to the Gardaí at the time. If the accident involves injury to persons or certain animals, you are required by law to report the incident to the Gardaí or local police (if abroad) as soon as possible and in any case within 24 hours.
- 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. Take photos if possible.
- Obtain the names and addresses of any witnesses.
- Please notify us of your accident within 48 hours on our **24 Hour Emergency Helpline 0818 208 408**.
- 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 your car is stolen or maliciously damaged, immediately report the matter to the Gardaí or police station nearest to the location.
- Please notify us of the theft and/or damage within 48 hours on our **24 Hour Emergency 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.

Claims Notification Period

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

Please refer to the General Exceptions and Conditions section of this document and familiarise yourself with your obligations as failure to comply with the policy conditions could result in your claim being refused.

The Contract of Insurance

In consideration of the premium having been paid (or agreed to be paid) by the Insured, we, Zurich Insurance Europe AG (The Insurer), will provide insurance in accordance with the policy cover indicated in the Schedule. This cover will apply in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands during the period of insurance specified in the Schedule, or any subsequent period for which the Insurer may accept payment for renewal of this policy.

The Insurer has agreed to provide policy cover, and has calculated the applicable premium, based on information provided by or on behalf of the Insured including but not limited to:

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

For and on behalf of Zurich Insurance Europe AG ('Zurich').

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 consumer protection 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

This Policy, the Schedule and the Certificate of Motor Insurance and any subsequent Endorsements should be read as if they are one document. Any word/expression to which a specific meaning has been attached in any part shall have the same meaning wherever it appears. Throughout the contract the following words/expressions have a specific meaning wherever they appear and are defined as follows:

The Insured Vehicle

Is the vehicle in respect of which a Certificate of Motor Insurance specifying the registration number has been issued.

Passenger

Is any person (other than the driver) who is in the Insured Vehicle or its attached trailer or attached disabled mechanically propelled vehicle or who is getting into or out of such vehicle or trailer.

Continuing Restrictive Condition

Is any condition in this Policy, however expressed, that purports to require the Insured to do, or not to do, a particular act or acts, or requires the Insured 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).

Cover

There are three different types of cover available. The details of the cover provided by this Policy are stated on the Schedule. This cover can however be varied by subsequent Endorsements.

Comprehensive	All sections in this policy are operative with the following exception: Section 3, Additional Benefits 10, is only operative in respect of electric car owners
Third Party Fire and Theft	All sections in this Policy are operative with the following exceptions: Section 2, (except for loss or damage by: (a) Fire, lightning, self-ignition or explosion. (b) Theft or any attempt thereat.) Section 3, Additional Benefits 5, 6, 7 and 8
Third Party Only	All sections of this Policy are operative with the following exceptions: Section 2 and Additional Benefits 2(b), 2(c), 5, 6, 7, 8 and 9 under Section 3 Section 3, Additional Benefit No. 3, the rebate for laying up is 80% of the rateable proportion of the premium.

Section 1: Liability to Third Parties

1. Indemnity to the Insured

(a) The Insurer will indemnify the Insured 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 ton unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment.

(b) The Insurer will pay all legal costs incurred with their written consent in connection with any claim covered by this Section.

(c) In respect of any event which may be the subject of indemnity under this Section the Insurer will also pay:

(i) The Solicitor's fees for representation at any coroner's inquest/fatal inquiry or Court of Summary Jurisdiction.

(ii) The legal costs of defence against a charge of manslaughter or causing death by reckless driving subject to a limit of €1,275 in respect of any one charge.

2. Indemnity to other persons

Subject to the terms and limitations of this Section the Insurer will also indemnify:

(a) any person who is entitled by this Policy to drive the Insured Vehicle and who is driving on the order or with the permission of the Insured 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) at the Insured's request any passenger.

(c) in the event of the death of any person entitled to indemnity under this Policy, their legal personal representatives.

Provided always that:

(i) the liability of the Insurer is not increased thereby.

(ii) such legal personal representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, limitations, Exceptions and Conditions of this Policy so far as they can apply.

(d) at the Insured's request their employer or business partner but only in respect of the Insured's negligence while the Insured is driving or using a vehicle on their business, provided the driving and use is permitted by the Certificate of Motor Insurance.

3. Exceptions to Section 1: Liability to Third Parties

The Insurer 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, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence.

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

(iv) unless such person shall, as though he/she were the Insured, observe, fulfil and be subject to the terms, limitations, Exceptions and Conditions of this Policy so far as they can apply.

(b) in respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section.

(c) in respect of loss of or damage to the Insured Vehicle or any vehicle being driven by the Insured.

(d) in respect of 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) in respect of loss of or damage to any trailer or disabled mechanically propelled vehicle, covered by this Policy or to any property carried in or on such trailer, disabled mechanically propelled vehicle or the Insured Vehicle.

(f) Under No. 1 “Indemnity to the Insured” and No. 2 “Indemnity to other persons”, for more than the Third Party Property Damage Limit stated in the Schedule, in respect of damage to property arising out of any one accident or series of accidents arising out of one event.

(g) death or bodily injury to anyone driving or in charge of the insured vehicle.

Section 2: Loss of or Damage to the Insured Vehicle

1. The Insurer will indemnify the Insured against loss of or damage to the Insured Vehicle and its accessories and spare parts subject to Exception 6(q) on page 13.

   The Insurer's liability under this Section shall not however exceed the market value of the Insured Vehicle immediately before the loss of or damage to the Insured Vehicle.

2. "New for Old"

If the Insured Vehicle is, within twelve months from the date it was first registered as new by the Insured or their spouse and has not travelled more than 24,000 Kilometres:

(a) damaged to an extent greater than 60% of the manufacturer's list price at the time of damage

or

(b) stolen and not recovered

the Insurer will at the Insured's request and subject to the consent of any other party whose interest is noted on the Policy, replace the Insured Vehicle with a new vehicle of the same make and model, if available.

If a replacement of the same make, model and specification is not available, the most the Insurer will pay is:

- the market value of the Insured Vehicle and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of the Insured Vehicle when the Insured bought it less 10%; whichever is higher.

3. Hire Purchase and Leasing Agreements

If to the knowledge of the Insurer the Insured Vehicle is the subject of a hire purchase or leasing agreement any payment for loss of or damage to the Insured Vehicle which is not made good by repair, reinstatement or replacement may at the discretion of the Insurer be made to the owner whose receipt shall be a full and final discharge of the Insurer's liability.

4. Repairs to the Insured Vehicle

Reasonable and necessary repairs may be the authorised by the Insured without previously obtaining the consent of the Insurer provided that:

(a) notification (in accordance with Condition No. 1 "Claims" on page 22) is given to the Insurer without delay

and

(b) a detailed estimate of the cost of repairs is sent to the Insurer as soon as possible.

5. Recovery and Re-delivery

In connection with any claim covered by this Section, the Insurer 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.

6. Exceptions to Section 2: Loss of or Damage to the Insured Vehicle

The Insurer shall not be liable for:

(a) wear and tear

(b) depreciation

(c) loss of use

(d) mechanical, electrical, electronic or computer breakage, failure or breakdown

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

(f) loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

(g) any reduction in the market value of the Insured Vehicle as a result of repairs to the Insured Vehicle

(h) the VAT (value added tax) on any repair or replacement to the Insured Vehicle, if the Insured is registered for VAT

(i) any taxes that the Insured may be exempt from or entitled to claim back under a government subsidy, scheme and/or grant

(j) loss or damage to the Insured Vehicle as a result of the use of green diesel

(k) should any part or accessory of the Insured Vehicle become obsolete or unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory

(l) the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer's European representatives

(m) any modification to the Insured Vehicle, unless they form part of the manufacturer's standard specification or are optional extras that the Insurer has agreed to cover in writing

(n) any vehicle storage costs, unless explicitly agreed by the Insurer in writing

(o) loss of or damage to the Insured Vehicle caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded

(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) any amount in respect of loss of or damage to an accessory (which is other than as provided for in the manufacturers specification) in excess of 10% of the current estimated value of the vehicle at the time of loss or €650 whichever is the less. Accessories are deemed to include all types of vehicle audio, two way radio, 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 vehicle. Mobile phones and satellite navigation equipment which can be detached and operated outside the vehicle are excluded

(r) loss or damage by theft or attempted theft while the keys are in or on the Insured Vehicle

(s) theft and/or unauthorised taking of the Insured Vehicle by any member of the Insured's family or household, unless the Insured can provide the Insurer with written confirmation that the Insured has instructed the Gardaí or local police (if abroad) to proceed with prosecution for such a theft

(t) loss or damage to the Insured Vehicle as a result of the use of substandard or contaminated fuel, lubricant or parts.

Section 3: Additional Benefits

1. Foreign Travel Cover

(a) Cover Provided

The full cover provided by this Policy also applies whilst the Insured Vehicle is being used:

(i) in any other member country of the European Union

and

(ii) in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No. 72/166/CEE)

Provided that the period of foreign travel does not exceed 30 days from the date of leaving the Republic of Ireland.

For foreign travel in excess of 30 days from the date of leaving the Republic of Ireland the cover provided is limited to the minimum requirements of the relevant law of that country.

In the event of the Insurer having to pay any amount which the Insurer would not have been liable to pay, but for the provisions of such law, the Insured must repay all such amounts to the Insurer.

(b) Customs Duty

Provided that liability arises directly from loss or damage covered by this Policy, the Insurer will indemnify the Insured against liability for the enforced payment of customs duty in any country to which the Policy applies. The liability of the Insurer shall not exceed the market value of the Insured Vehicle prevailing in the Republic of Ireland on the date of the enforcement.

(c) Bail Bonds

If, as a direct result of an accident in Spain which is or may become the subject of indemnity under this Policy:

(i) the person driving the Insured Vehicle with the Insured's authority at the time of the accident is detained

or

(ii) the Insured Vehicle is impounded by the competent authorities

and a guarantee or monetary deposit is required for their release the Insurer will provide such guarantee or deposit not exceeding €1,275 in all. Immediately the guarantee is released or the deposit becomes recoverable the Insured or the person driving must comply with all necessary formalities and give the Insurer 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 the Insured or the person driving, the Insured must repay such amounts to the Insurer on demand.

(d) Transit

The cover provided by this Policy also applies while the Insured Vehicle is in transit by:

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

(ii) sea (and during the process of loading and unloading incidental thereto) between any ports

in countries to which the Policy applies.

2. No Claim Discount

(a) Should no claim arise under this Policy during any one complete year of insurance or during a number of consecutive complete years, the Insured upon renewing the Policy shall be entitled to a discount from the renewal premium on the following scale:

Comprehensive	Discount Levels
1 Year	15%
2 Years	25%.
3 Years	35%
4 Years	45%
5 Years or more	55%

(b) (i) Any one claim arising out of fire or theft (or any attempt thereat) in one year of insurance shall not result in the discount presently applying being stepped back at the next renewal.

Where one claim arising out of fire or theft (or any attempt thereat) occurs in one year of insurance, the no claims discount percentage will not be increased at the insured's next renewal date.

(ii) Any one claim other than fire or theft arising in one year of insurance, shall result in the discount presently applying being stepped back by two levels at the next renewal as follows:

Discount at Last Renewal	Discount at Next Renewal
55%	35%
45%	25%.
35%	15%
25%	0%
15%	0%

(iii) In the event of two or more claims of any type arising in one year of insurance no discount will be allowed at the following renewal.

(c) If the Policy provides cover for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of bodywork resulting solely and directly from such breakage) any claims in respect of such damage will not affect the No Claim Discount.

3. Rebate for Laying Up

If notice is given to the Insurer that the Insured Vehicle is to be laid up and out of use (other than as a result of loss or damage which may be the subject of indemnity under this Policy) third party liability cover can be suspended.

The current Certificate(s) and Disc(s) of Motor Insurance must be returned to the Insurer and suspension of third party liability cover will only be effective from the date these documents are received by the Insurer. If the period of suspension is more than thirty consecutive days the Insurer will refund to the Insured a sum equal to seventy-five per cent of the rateable proportion of the premium for such period.

4. Fire Brigade Charges

In respect of any event which may be the subject of indemnity under this policy the Insurer 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 the driver or passengers from the Insured Vehicle using cutting equipment, subject to a limit of €2,000 in respect of any one incident.

The following five Additional Benefits only apply to Policyholders with Comprehensive cover

5. Medical Expenses

The Insurer will reimburse to the Insured the cost of medical treatment to the Insured or to any occupant of the Insured Vehicle in connection with any bodily injury caused by violent accidental external and visible means in direct connection with the Insured Vehicle.

The liability of the Insurer under this Benefit is limited to €200 in respect of any one person injured.

6. Personal Accident Benefits

(This Benefit does not apply where the Insured is a Company or Firm). If the Insured or his/her spouse or partner who permanently resides with the Insured 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, the Insurer will pay the benefits set out below provided that within three months, the injury is the sole cause of:

(a)	Death	€30,000
(b)	Total and irrecoverable loss of sight of an eye	€10,000
(c)	Loss by severance of a hand or foot	€10,000

Payment will be made to the injured person or to their legal personal representatives.

Limit of Benefits

(a) The maximum amount payable to any one person following any one incident is €30,000

(b) If the Insured or his/her spouse have any other motor insurance with the Insurer, payment will be made under one policy only.

Exceptions to this Benefit

The Insurer 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.

7. Replacement of Locks

The Insurer will pay up to €800 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 the Insured's home, or any other building, boat or caravan where the Insured is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible and violent means.

Exceptions to this Benefit

1. The Insurer will not be liable in respect of any claim arising where the keys or lock transmitter have been stolen by deception or fraud, or stolen by a member of the Insured's family.
2. The Insurer will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to the Gardaí immediately upon discovery and this prejudices the Insurer.

8. Personal Effects

We pay up to €550 for loss of or damage to any handbag, messenger bag, rucksack, briefcase, satchel or similar bag and its contents (excluding cash and mobile phones) 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 must be concealed in a glove compartment or boot and the vehicle must be locked.

Any claim in respect of such loss or damage shall not affect the No Claim Discount and any Excess stated in the Schedule shall not apply to this cover.

Child Care Accessories

We will pay up to €550 for loss of or damage to any child's push chair, buggy, carrycot or car seat in the Insured Vehicle, caused by accident, fire, theft or attempted theft following forcible entry.

The most we will pay for Child Care Accessories in respect of any one incident or series of incidents arising out of one event is €550.

When the Vehicle is unattended, the Child Care Accessories (excluding fitted car seat) must be concealed in a locked boot.

Any claim in respect of such loss or damage shall not affect the No Claim Discount and any Excess stated in the Schedule shall not apply to this cover.

The most we will pay for Personal Effects in respect of any one incident or series of incidents arising out of one event is €550.

9. Windscreen Cover

The Insurer will pay no more than €150 for a windscreen replacement or €50 for a windscreen repair in respect of any one claim for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork resulting solely and directly from such breakage). The most the Insurer will pay in a period of insurance is €350. The Insurer must be notified of any pending loss before proceeding with any repair or replacement. The above limits and Insurer notification requirement do not apply if the vehicle is taken to and repaired by one of the

Insurer's Approved Windscreen Replacement Agents. You should contact the 24 Hour Emergency Helpline **0818 208 408**.

The Insurer shall not be liable for the first €30 in respect of each and every claim for breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork resulting solely and directly from such breakage), when the windscreen and/or the windows of the Insured Vehicle are replaced.

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

In addition to the above the Insurer shall not be liable for:

(a) wear and tear

(b) depreciation

(c) loss of use

(d) any reduction in the market value of the Insured Vehicle as a result of windscreen repairs to the Insured Vehicle

(e) the VAT (value added tax) on any repair or replacement to the Insured Vehicle, if the Insured is registered for VAT

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

(g) should any part or accessory of the Insured Vehicle become obsolete or unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory

(h) the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer's European representatives

(i) any modification to the Insured Vehicle, unless they form part of the manufacturer's standard specification or are optional extras that the Insurer has agreed to cover in writing

(j) any vehicle storage costs, unless explicitly agreed by the Insurer in writing

(k) loss of or damage to the Insured Vehicle caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded

(l) loss or damage in connection to Windscreen Cover for vehicles that are temporarily covered

(m) loss or damage caused by any deliberate act of the Insured.

10. Electric Car Charge Card

If you are an owner of a battery electric car or a plug-in hybrid electric car, we will cover the cost of replacing your electric car charge card in the event of loss or theft of the card.

Note: Cover is limited to the loss or theft of no more than two charge cards in any one period of insurance.

General Exceptions and Conditions

Exceptions

1. The Insurer shall not be liable in respect of any claim arising while the Insured Vehicle is being used or driven:

(a) otherwise than as stated in the Schedule or as permitted under 2 (a) of Section 1 "Liability to Third Parties" (page 10)

(b) to the knowledge of the Insured in an unsafe or unroadworthy condition

(c) 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

(d) if, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence

(e) outside of the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands, except as permitted under Section 3 Additional Benefit No. 1 "Foreign Travel" (page 14).

2. The Insurer shall not be liable for:

(a) 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

(b) any accident injury loss or damage (except that which is covered under Section 1 "Liability to Third Parties" arising during or in consequence of:

(i) earthquake

(ii) riot or civil commotion.

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

3. The Insurer shall not be liable for:

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

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

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

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

4. The Insurer shall not be liable for 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:

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

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

5. Terrorism Exclusion Endorsement

   This Insurer shall not be liable for 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 endorsement 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 endorsement 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 the Insurer alleges 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 be upon the Insured.

6. The insurer shall not be liable for 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', if the insured 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 the insured or any insured driver are convicted of driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation the insurer will be entitled to recover all monies paid in respect of any loss or claim arising from the road traffic accident from the insured.

7. The Insurer shall not be liable for any loss or damage or any liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with

   (a) the loss or alteration of, or

   (b) damage to, or

   (c) 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.

Conditions

For the purposes of these conditions, the expression 'Insured Person' shall mean The Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

1. Claims

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

(i) no later than 48 hours from the date of the event, notify the Insurer and provide all information and assistance that the Insurer may require

(ii) send to the Insurer any letter, claim, writ, summons or legal process as soon as it is received

(iii) notify the Insurer in writing as soon as he/she becomes 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 the Insurer to have the sole conduct of all negotiations or legal proceedings.

(ii) Subject to Condition 17 of this Policy, the Insurer 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 to the Insurer all reasonable assistance in connection therewith, to include the Insured Person cooperating with the Insurer 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 the best interests of the Insurer.

(iii) While the Insurer has the right to make the final determination in relation to coverage or handling of the whole or part of any claim, the Insurer will engage with the Insured Person during its investigation of the claim and give the Insured Person the opportunity to submit to the Insurer any relevant evidence which could inform the Insurer's determination as regards the claim. However, the Insurer shall have full power to settle any claim or part thereof and in the event of any dispute between the Insurer 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 the Insured or Insured Person (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") the Insurer 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 the Insurer shall refuse all liability to the Insured and/or Insured Person (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 the Insurer need not return any of the premiums paid under the Policy.

3. Cancellation of the policy

This Policy may be cancelled:

(a) by the Insurer sending to the Insured 10 days' notice of cancellation by registered post to the Insured's last known address.

(b) by the Insured, but such instruction will only be effective from the date of receipt by the Insurer of the Certificate of Motor Insurance and Insurance Disc.

The Insurer will in either event return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

(i) No refund will be allowed if an incident giving rise to a claim occurred during the Period of Insurance.

(ii) No refund will be allowed if the premium for the Period of Insurance has not been paid to the Insurer.

(iii) No administration charge will be levied or deducted if the Insured requests the cancellation within 14 working days after the conclusion of the Policy (the "Cooling-off Period"). If cancellation is at the request of the Insured after the Cooling-off Period and during the first Period of Insurance an administration charge will be deducted from any refund allowed.

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims of the Insurer or the Insured arising prior to the expiration of such notice of cancellation.

4. Instalment defaults

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

5. Other Insurances

If any claim covered by this Policy is also covered by any other policy of insurance whether effected by the Insured or not (excluding claims under Additional Benefit No. 6), the Insurer shall not be liable to pay more than a rateable proportion. Provided always that nothing in this Condition shall impose on the Insurer any liability from which it would have been relieved by Part 3 (a), (iii) and (iv) of Section 1: "Liability to Third Parties" on page 10 but for the terms of this Condition.

6. Care of Vehicle

The Insured shall take all reasonable steps to safeguard the Insured Vehicle against loss, damage, breakdown and prevent injuries. The Insured should ensure that the keys are not left in or on the Insured Vehicle while unattended or leave the Insured Vehicle unlocked.

The Insured Vehicle must be maintained in an efficient and roadworthy condition. The Insured must ensure that the Insured Vehicle has a valid NCT certificate and fit tyres appropriate to the Insured Vehicle, and ensure tread depths comply with the legal limit.

The Insured shall also allow the Insurer's authorised representative to inspect the Insured Vehicle at any time.

Subject to Condition 16, if Condition 6. "Care of Vehicle" is not complied with, the Insurer reserves the right not to pay a claim or if, by law, the Insurer is obliged to meet a claim, then the Insurer reserves the right to seek recovery of the payment from the Insured.

7. Car Sharing

When the insured vehicle is being used as part of a car sharing or pooling arrangement and the insured receives contributions towards the cost of such journeys, we will not consider the Insured to be using the insured vehicle for hire or reward as long as:

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

(b) the Insured is not carrying passengers as a business; and

(c) the total contributions the insured receives do not mean that the insured financially profits from this arrangement.

8. Change to Policy Details

The Insured must immediately inform the Insurer about any of the following changes which occur during the Policy period:

- change of car or any other vehicle you buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to the Insured or any other insured driver of your car;
- change in a driver's health, address or occupation;
- 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;
- change in use or in the main user of the Insured Vehicle; or
- any changes to:
  - the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer; and/or
  - the information provided and recorded in any Statement of Fact issued to the Insured; and/or
  - the declarations made by or on behalf of the Insured; and/or
  - any additional information voluntarily provided.

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

The Insurer may refuse a claim made by the Insured and/or an Insured Person (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 the insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into.

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

9. Arbitration

All differences arising out of this Contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

10. Laws Relating to Compulsory Motor Insurance

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, the Insurer is required by law to pay a claim which it would not otherwise be obliged to pay under the terms of this Policy, the Insurer shall pay such claim but shall be entitled to recover from the Insured or the Insured Person (as the case may be) all sums paid by the Insurer.

11. (1) Pre-contractual Representations

The Insured acknowledges and accepts the following:

(a) the Insured has a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions asked by the Insurer in relation to the risk(s) to be insured.

(b) a matter about which the Insurer asks a specific question is material to the risk undertaken by the Insurer or the calculation of the premium by the Insurer, or both.

(c) the Insured has a legal duty to answer all questions asked by the Insurer honestly and with reasonable care.

(d) while the Insurer acknowledges that the Insured has no legal duty of voluntary disclosure, the Insured shall ensure that information which is voluntarily provided by or on behalf of the Insured is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

(a) In this Condition 11, 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 or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

(i) if the Insurer would not have entered into the Policy on any terms, the Insurer 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 the Insurer 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 the Insurer so requires;

(iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer 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, the Insurer may either:

(i) give notice to the Insured that in the event of a claim it 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 the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

12. Duty to Comply with Policy Conditions

(a) The Insured 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 the Insured, to include the Insured cooperating with the Insurer 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, compliance by the Insured with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

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

13. Insurance Act 1936

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

14. 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.

15. Premium Alterations

If an alteration to the Policy results in an additional premium due to the Insurer or a refund premium due to the Insured, we will only charge or refund such premium provided the amount involved is greater than or equal to €10.

16. 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) the Insured breaches any such term; and

(b) during the period of breach the Insured suffers a relevant loss; and

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

the Insurer will have no liability for the loss.

17. Subrogation

This clause applies where the Insurer has 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, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer 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, the Insurer will not exercise its 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.

Endorsements

Note: The following endorsements only apply if they are stated as being applicable on the Schedule.

D. Own damage excess

It is a condition of this Policy that the Insured pay or refund to the Insurer all claims or expenses under Section 2: 'Loss of or Damage to the Insured Vehicle' on page 11 up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event

Provided that:

(i) this condition shall not apply in connection with any loss or damage by:

(a) fire, lightning, self-ignition or explosion

(b) theft or any attempt thereat,

(ii) the agreed amount is in addition to any other amount for which the Insured may be responsible under this Policy.

E. Third party excess

It is a condition of this Policy that the Insured shall pay or refund to the Insurer all claims or expenses under Section 1: 'Liability to Third Parties' on page 10 up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event.

F. All sections excess

It is a condition of this Policy that the Insured shall pay or refund to the Insurer all claims or expenses under Section 1: 'Liability to Third Parties' and/or Section 2: 'Loss of or Damage to the Insured Vehicle' up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event.

G. Excluding drivers under 25 years of age

(Other than those named in the Certificate of Motor Insurance)
The following exclusion is deemed to be included in the General Exceptions of the Policy:

The Insurer shall not be liable in respect of any loss, damage, liability and/or injury whatsoever arising out of any event occurring whilst the Insured Vehicle is being driven or in the custody for the purpose of being driven by any person under the age of 25 years other than those named in the Certificate of Motor Insurance.

H. Driving of other cars included

No. 1 "Indemnity to the Insured" of Section 1: "Liability to Third Parties" is extended to include indemnity to the Insured while personally driving any private motor car provided such vehicle:

(i) Does not belong to the Insured.

(ii) Is not hired or leased to the Insured under a Hire Purchase or Leasing Agreement.

(iii) Is not the property of or in the custody of any Company or Firm of which the Insured is a Member, Director or Employee.

(iv) Is not the property of or in the custody or control of a Motor Trade Business of which the Insured is a Member, Director or Employee.

I. Personal accident benefits excluded

Additional Benefit No. 6 "Personal Accident Benefits" on page 17 is not operative.

J. No claim discount protection

In consideration of the payment of an additional premium the Insurer agrees that the level of No Claim Discount will be preserved provided that not more than two claims occur during any three consecutive years of insurance.

Should more than two claims occur during any three consecutive years of insurance the discount will be stepped back as outlined under Section 3: Additional Benefit No. 2 "No Claim Discount" (on page 15) at the subsequent renewal date.

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, claim or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy. If your complaint is not resolved by your broker, you can get in touch with us directly by contacting the Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email customersupport@zurich.ie.
- If you deal with us directly, you should contact: Customer Services Co-ordinator, Zurich Insurance Europe AG, PO Box 78, Wexford. Telephone (01) 667 0666. Email customersupport@zurich.ie.

If your complaint is not resolved to your satisfaction, you may avail of your right to refer the matter to the Financial Services and Pensions Ombudsman:

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

Your right to take legal action is not affected by following any of the above procedures.

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**

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

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