



# Your car insurance

## Policy document

Welcome to Clan Insurance. Our car insurance is exclusively available to you through a countrywide network of independent brokers. Underwritten by FBD Insurance plc, an Irish insurance company, our car insurance gives you all the cover you'd expect at a great price.

## Helpful notes and contact details

### Important

Please let **your** broker or **us** know immediately, about any **event** which could lead to a **claim** and before making any repairs. **Our** claims service will make the process as easy as possible for **you**.

### Car accident assistance

To report a **claim** or seek advice **you** should contact **your** broker or if **you** need assistance outside of office hours **you** can contact **us** on 1850 323 121.

### Windscreen claims

**Your schedule** will show if **you** have this cover. If **your** windscreen is damaged please contact **your** broker or **you** can call **us** on 1890 953 953 for details of **your** approved local repairer. Wider cover applies when **you** use **our** approved suppliers.

### Claims

To talk about an existing **claim** **you** can contact **your** broker or **you** can contact **us** during office hours on 1890 953 953. All communication on **claims** will be from FBD Insurance plc.

### Car breakdown assistance cover

**Your schedule** will show if **you** have this cover. If this service is covered **you** should call 1800 812 370 (this call is free) or calling from Northern Ireland, England, Scotland or Wales 00 353 91 545975.

### What to do in the event of an accident

**You** should not admit liability for an **accident**. **You** should take the registration numbers of all vehicles involved and the insurer's name and policy number. These details should be on the insurance disc on the vehicles' windscreen. **You** should also take the names and addresses of the other people involved and give them **your** details. **We** recommend **you** keep a record of all injuries and any damage and draw a map of the location of the **accident**. **You** should take the name, address and contact numbers for any witnesses to the **accident**.

**You** must also let An Garda Siochana know immediately or at the latest within 24 hours of:

- an **event** which injures a person or animal; or
- if **your** car is stolen; or
- if it is damaged maliciously or as a result of an attempted theft.

**You** will need to immediately call **your** broker or **our** car accident assistance line on 1850 323 121. This is available 24 hours a day.

Please send all correspondence **you** may receive regarding the accident to **your** broker or **us** unanswered. **You** must also advise **us** in writing once **you** become aware of any prosecution.

### Accident with a visiting motorist

**You** must report any **accident** **you** are involved in with a visiting motorist, from outside the country, to the Motor Insurance Bureau of Ireland, 3-4 South Fredrick Street, Dublin 2. Telephone number 00353 1 6769944. Website [www.mibi.ie](http://www.mibi.ie).



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# Introduction to your policy

## Clan Insurance

Clan Insurance is a trading name of FBD Insurance plc which is a wholly owned subsidiary of FBD Holdings plc. **We** are subject to the Minimum Competency Code 2011 and the Consumer Protection Code 2012. These codes help to protect **you** and **you** can view them in full at [www.centralbank.ie](http://www.centralbank.ie).

FBD Insurance plc is registered in the Company Registration Office under company number 25475 and is registered for Value Added Tax (VAT), registration no 9F 72885 E.

FBD Insurance plc is authorised by the Central Bank of Ireland as a non-life insurance company. **We** are a member of Insurance Ireland and abide by its voluntary code of conduct.

## Your policy

The information provided in **your** completed **proposal form** and declaration or **statement of fact** and declaration will form the basis of **your** insurance contract with **us**.

This **policy** document, **your schedule**, relevant **endorsements** and **your certificate** outline the cover **we** are providing to **you**. **You** should read these documents as one and keep them in a safe place. If they do not meet **your** requirements in any way or **you** have any queries, please contact **your** broker.

The insurance provided is subject to **you** having paid or agreed to pay **us** the premium and will apply in respect of **events** occurring within the territorial limits during the **period of insurance** or any subsequent period for which **we** may accept payment for renewal of this **policy**.

The cover provided is subject to the terms, exceptions and conditions outlined within the **schedule** and **policy** document.

## Governing law

The laws of Ireland will apply to **your policy**. Any dispute under the **policy** between **you** and **us** must be referred to arbitration. Together, we will agree to the appointment of the arbitrator but if we cannot agree, the president of the Law Society of Ireland will appoint an arbitrator. An arbitrator is an independent third party who hears both sides of a disagreement and then makes a decision to resolve the problem. If a **claim** dispute is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

## Amendments to cover during the period of insurance

If a change is made which increases or reduces **your** insurance payment by €10 or less, **we** do not charge the increase or refund the reduction. If it is more than €10 **we** will charge the increase or refund the reduction.

## Conflicts of interest

**We** aim to avoid conflicts of interest. However, should an unavoidable conflict arise, **we** will let **you** know about it.

If **you** feel that a conflict of interest exists or that **your** interests have not been fairly protected, please contact **us** to give **us** the chance to make things right.

## Duty of disclosure

**Your** duty of disclosure to advise **us** of all material facts is outlined within the General conditions of this **policy**. If **you** fail to disclose all material facts **we** may treat **your policy** as not having existed or cancel it.

## Consequences of non-disclosure

If **we** treat **your policy** as not having existed or cancel it **you** may experience problems including:

- the non-payment of **claims**,
- difficulties in buying insurance elsewhere,
- failure to carry out a duty under a contract with a lender.

## Feedback and complaints

Providing feedback or raising any concern **you** may have with **our** products or service levels allows **us** to improve the way **we** deal with all **our** customers.

If **you** have arranged **your policy** with **us** through a broker **you** should firstly contact them with any feedback or complaint **you** have.

If **you** are not satisfied with the response **you** receive or how **your** complaint has been dealt with, **you** can refer the matter to:

The Insurance Director  
FBD Insurance plc  
FBD House  
Bluebell  
Dublin 12.

If **we** have given **you our** final response and **you** are still dissatisfied, **you** may refer **your** case to:

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

Lo Call: 1890 88 20 90

Tel: + 353 1 662 0899

Fax: + 353 1 662 0890

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).

## Finance act 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with Section 113 of the Finance Act 1990.

## Insurance act 1936

All money which is paid or may be paid by **us** to **you** under this **policy** will be paid in the Republic of Ireland.

Signed for and on behalf of Clan Insurance



George Parsons  
Insurance Director

# Definitions

Any word or expression defined below has the same meaning wherever it appears.

## Accident

An **event** which may give rise to a **claim** under this **policy**.

## Certificate

The document **we** issue to **you** that proves **you** have taken out the motor insurance needed by law. It will outline who is insured to drive **your** car, the purposes for which the car is insured to be used and whether **you** are covered to drive another car. It is otherwise referred to as the **certificate** in this **policy**.

## Claim

A **claim** or series of claims arising out of any one cause.

## Endorsement

Changes in the terms of **your policy** which are noted on the **schedule**. The wordings of individual **endorsements** are outlined in this **policy** document or on **your schedule**.

## Event

An **event** which may give rise to a **claim** under this **policy**.

## Excess

The first part of a **claim** which **you** have to pay.

## Incident

An **event** which may give rise to a **claim** under this **policy**.

## Insured car

The car noted in the **schedule** including its accessories and spare parts while on the car or any car to which cover is transferred with **our** consent during the **period of insurance**.

Any references to 'vehicle' in the **certificate** of insurance shall be read as the **insured car**.

## Insured driver

A person named in the **certificate** or included by **endorsement** as being insured and entitled to drive under the **policy**.

## Insured person

Any person provided with cover under this **policy**.

## Loss of a limb

Losing a limb or permanent loss of use of a limb at or above the wrist or ankle.

## Limits on use

The purposes for which the **insured car** is insured to be used as outlined under the heading Limitations as to Use on the **certificate** of insurance.

## Market value

The reasonable cost of replacing the **insured car** with one of the same make, model, specification, age and similar mileage/odometer reading, determined by a motor assessor appointed at **our** expense. Modifications not forming part of the standard vehicle specification are excluded unless they are a manufacturer's extra and agreed by **us**.

## Passenger

Any person being carried in or getting into or out of the **insured car**.

## Period of insurance

The period for which **we** have accepted **your** premium and agreed to provide insurance as stated in the **schedule** and referred to as the Period of Cover in the **certificate**.

## Policy

The contract of insurance between **you** and **us**, which is based on **your** completed **proposal form** and declaration or **statement of fact** and declaration and includes the **schedule, certificate** of insurance, **policy** document and any additional features and benefits and **endorsements** shown on the **schedule** as being in force.

## Proposal form, statement of fact

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

## Schedule

The document which outlines **your** details, the **insured car**, the cover and the **period of insurance** and forms a part of the **policy**.

## We, us, our, the company

Clan Insurance.

## You, your, Insured

The person named in the **certificate** as the person to whom the **policy** of insurance has been issued and as named in the **schedule** including their legal personal representatives.

## Territorial limits

We will provide the **policy** cover as set out in the **schedule** for **events** which happen during the **period of insurance** in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

We will extend this to provide the **policy** cover for a period of up to 60 days during the **period of insurance** in

- (a) other European Union member states
- (b) any other country, which the Commission of the European Union is satisfied, has made arrangements to meet the minimum insurance requirements set out by the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles.

Once this 60 day period has ended, cover will be reduced to the minimum needed by law to use the car in the country **you** are travelling in.

## No claim discount

We will reduce the renewal premium according to the following scale if no **claim** is made or arises under this **policy** in the **period of insurance**:

Period of insurance	Reduction
One year	20%
Two years	30%
Three years	40%
Four years	45%
Five years	50% (maximum)

**You** may have the option to include no claim discount protection on **your policy** for an additional charge. When **you** choose this additional feature and benefit it will be shown on **your schedule**.

## Limits on use

We provide cover when the **insured car** is being used for

1. social, domestic and pleasure purposes
2. use required by the overhaul, upkeep and repair of the **insured car**
3. use while towing a broken down mechanically propelled vehicle.

We do not provide cover when the **insured car** is being used in other circumstances unless agreed by **us** and shown on **your certificate** as being within the Limitations as to use.

## Drivers whose driving is covered

**We** provide a number of **Insured driver** options.

**Your certificate** will show the drivers covered to drive under **your policy**. These drivers are covered provided they:

1. hold a licence to drive the **insured car** or having held such a licence are not disqualified from holding that licence
2. do not have cover under any other policy
3. are not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**
4. observe the terms, exceptions, conditions, and **endorsements** of the **policy** in so far as they can apply.

## Excess

In general, a standard **excess** will apply to a **claim** for accidental damage cover and the amount of **your excess** will be noted on **your schedule**.

The standard **excess** will be increased for any driver who is either under 25 or who holds a provisional licence.

It may be possible to increase **your** standard **excess** to avail of a premium reduction or alternatively pay an additional premium to lower **your** standard **excess**. **You** should speak with **your** broker to discuss the option which best suits **your** needs.

## How total loss claims will be settled

The maximum **we** will pay in the **event** of

1. a total loss where the **insured car** is damaged beyond repair or is deemed by **us** to be uneconomical to repair or
2. the **insured car** being stolen and not recovered

is the **market value** of such a car immediately prior to the loss or damage, or the estimated value noted on the **schedule**, whichever is the lower, less any residual salvage value.

**We** have the option to take over the right to dispose of the salvage, at any time during the course of a **claim**.

# General exceptions of the policy

We will not pay for the following except where it is necessary to meet the requirements of the Road Traffic Acts.

## 1. Contractual liability

Any liability accepted under a contract which would not have existed in the absence of the contract.

## 2. Drivers and uses

Any loss, damage, liability or injury arising out of any **event**:

- a. while the **insured car** is being driven or is for the purpose of being driven in the charge of any person other than a person permitted to drive under the **policy**; or
- b. while the **insured car** is being used other than within the Limitations as to Use on the **certificate**; or
- c. while the **insured car** is being used for:
  1. racing, pacemaking, speed testing, competitions, rallies or trials
  2. hire or reward
  3. carrying **passengers** for hire or reward.

## 3. Earthquake, riot or civil commotion

Any loss, damage, liability or injury caused by earthquake, riot or civil commotion.

## 4. Radioactive contamination

Any loss, damage, injury, consequential loss or legal liability directly or indirectly caused by, contributed to or arising from

- a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or tool using atomic or nuclear fission and or fusion or other similar reaction or radioactive force or material
- d. any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material.

## 5. War

Any loss, damage, liability or injury caused as a 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.

## 6. Terrorism

Any loss, damage or legal liability for injury directly or indirectly caused by, contributed to or arising from

- a. an act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

**We** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b. biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

**We** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If **we** allege that, by reason of this general exception, any loss, damage, liability or injury is not covered by this **policy** the burden of proving the contrary shall be on **you**. In the event that any part of this general exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 7. Cyber risks

Any loss, damage, liability or injury caused by

- a. the loss of; or damage to; or a change in; or
- b. a reduction in the ability to work, availability or operation of
  1. a computer system,
  2. hardware,
  3. program,
  4. software,
  5. data,
  6. information repository,
  7. microchip,
  8. integrated circuit or similar device in computer equipment or non-computer equipment,

that results from the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code.

A damaging code can include but is not limited to

- computer virus,
- logic bomb or
- Trojan horse.

## 8. Injury, damage or loss in the course of employment

Any **claim** by any person for injury to them or damage or loss to their property arising out of and in the course of their employment.

## 9. Sonic bangs

Any loss, damage, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

## 10. Airside liability

Any loss, damage, liability or injury caused while the **insured car** is in or on any aerodrome, airport, airfield or similar establishment. This includes the area for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals of an international airport which come within the customs examination area.

This does not include roads and car parking facilities to which the public have access.

# General conditions of the policy

**You** and or any person claiming under this **policy** must comply with the following general **policy** conditions to avail of the full protection provided by the **policy**. If **you** or any other person claiming under this **policy** does not comply with them, **we** may cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** payment.

No condition or **endorsement** of this **policy**, shall affect the right of any person to recover an amount under or by virtue of the Road Traffic Acts.

## 1. Your duty

- a. **You** must advise **us** of all material facts when applying to **us** for insurance. A material fact is one which may influence **us** when agreeing to provide insurance or the premium **we** charge. **We** will consider the **policy** to be void and not having existed if **you** do not truthfully provide accurate information or **you** fail to disclose any material fact when applying for cover. The answers and statements **you** provide in the **proposal form** and declaration or **statement of fact** must be true.
- b. **You** must notify **us** as soon as possible of any change which may affect this insurance. In particular if
  - the main driver changes
  - any change is made to the **insured car**, or if the **insured car** is replaced
  - **you** no longer own the **insured car**
  - **you** change the address at which the **insured car** is usually parked overnight
  - **you** change occupation
  - **you** want to use the **insured car** for any use not included on **your certificate**
  - the health of any **insured driver** affects their ability to drive the car
  - **you** or any **insured driver** is convicted of any driving or criminal offence.

**We** will then let **you** know of any change in terms. The list above does not show all the changes **you** must tell **us** of. Please contact **us** if **you** are in any doubt about the importance of a change in circumstance.

- c. **You** have a continuing obligation to observe and fulfil the terms, provisions, conditions and **endorsements** of this **policy** in so far as they relate to anything to be done or complied with by **you**.

These requirements must be strictly carried out by **you** otherwise no person will be entitled to make a **claim** under this **policy**.

## 2. Looking after your car

**You** shall take all reasonable steps to safeguard the **insured car** from loss or damage and keep it in efficient condition. **We** will have free access to examine the **insured car** at all times.

To protect against frost damage it is essential that anti-freeze be used as recommended by the manufacturer and where possible the **insured car** should be garaged.

## 3. Your obligations in the event of a claim or prosecution

**You** must write or telephone and let **your** broker or **us** know immediately about any **event** which may give rise to a **claim** under this **policy** and provide full details. Alternatively if **you** are not involved personally in an **event** **you** must advise **your** broker or **us** within 48 hours of becoming aware of such an **incident** providing all details **you** are aware of or have obtained.

**We** require that **you** send **your** broker or **us**, unanswered and immediately on receipt, every letter, claim, legal proceedings and every correspondence, communication or notice from the Injuries board formerly known as the Personal Injuries Assessment Board (PIAB). **You** shall also write and tell **your** broker or **us** immediately **you** become aware of any prosecution or inquest in connection with any **event**.

## 4. Accepting responsibility

**You** must not admit responsibility or make an offer or promise of payment or reimbursement without **our** written consent. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any **claim**. For **our** own benefit **we** may take legal action, in **your** name, to recover any amount **we** have paid.

**We** will be able to decide how any proceedings or settlements are handled. **You** shall give **us** all information and assistance as **we** may require.

## 5. Other insurance

If, at the time any **claim** arises under this **policy**, there is any other insurance covering the same loss, damage or liability **we** will only pay **our** rateable share of any loss, damage, cost or expense. If at the time of the **claim** the person driving the **insured car** has cover under another policy for the same loss or damage or liability then no cover shall apply under Section 1 - Third party insurance cover, of this **policy**.

This condition will not apply to any personal accident or driver accident cover which may be provided by this **policy**. If such cover applies it will be noted on **your schedule**.

## 6. Disputes between you and us

Any dispute relating to a **claim** between **you** and **us** under this **policy** must be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us** but if we cannot agree, the President of the Law Society of Ireland will appoint an arbitrator. If the disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

## 7. Recovering certain claims costs paid under road traffic act obligations

**We** will be entitled to recover from **you** any amount including expenses **we** pay out as a result of a **claim** under the provisions of the Road Traffic Act which **we** would not otherwise have paid under the terms of this **policy**.

## 8. Cancellation of the policy

- a. **We** can cancel this **policy** by sending **you** 10 days notice by registered letter to **your** last known address. **You** must return **your** current **certificate** and insurance disc. As long as no **claim** has been made or is pending **we** will refund the premium paid for the **period of insurance** remaining.
- b. **You** can cancel this **policy** by sending **us** written instructions and returning the current **certificate** and insurance disc. As long as no **claim** has been made or is pending **we** will refund the premium paid for the **period of insurance** remaining as outlined below.

Every **policy** **we** sell has a 'cooling off period'. This is 14 days from the date **you** take out the insurance or 14 days from the date **you** receive **your policy** documentation, whichever is the later date. If **you** cancel **your policy** within the cooling off period, **we** will refund the premium paid for the **period of insurance** remaining.

If **you** cancel the **policy** at any time after the cooling off period, **we** will refund the premium paid for the **period of insurance** remaining less an administration charge. The administration charge varies depending on when **you** cancel the **policy** and how much the premium payments are. The following table shows the administration charges **we** apply.

If you cancel the policy in the first year of insurance	and if the premium is	the administration charge is
	up to €500	€50
	€501 to €1,000	€60
	€1,001 to €2,000	€75
	€2,001 & over	€100
If you cancel the policy any time after the first year	a €40 flat administrative charge applies	

## 9. Pay the premium and keep your payments up to date

**You** must pay all amounts due in the **period of insurance** on time and in full. If **you** do not **you** will not be covered.

- a. Annual payments: The amount must be paid in full and the payment cleared by **us**.
- b. Direct debit payments: If the premium is paid by instalments, these will be collected on the cover start date selected by **you** and on the same day of each of the following instalment months.

The first payment must be made by credit card or debit card. The direct debit service charge can vary but **you** will be told what it is before **you** complete the direct debit instalment agreement.

In most circumstances direct debit payments will continue to be collected automatically when **your policy** falls due for renewal. If **you** do not wish to continue to pay by direct debit, **you** should let **us** know.

If a direct debit is unpaid, even if **you** have paid one or more instalments already, **your policy** will be cancelled in accordance with the cancellation condition.

If **you** fail to pay **your** insurance premium when due, this may affect **your** eligibility for insurance with **us** in the future.

## 10. Suspension of the policy

The cover under Section 1 – Third party insurance cover or the whole **policy** can be suspended at **your** written request from the date **you** have returned the current **certificate** and insurance disc.

If the suspension lasts for a period of 28 consecutive days or more **we** will refund the premium for the suspended period. **We** will continue to collect direct debit instalments during a period of suspension.

There is no premium refund if the suspension arises due to a **claim**.

## 11. Fraudulent claims

If **you** or any person entitled to cover under this **policy** makes a **claim** knowing it to be false or fraudulent in any way, or if damage is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf, then all cover under the **policy** will be forfeited.

## 12. Application of limits of indemnity

Where **we** have to make a payment to more than one **insured person** in the **event** of an **accident**, the maximum amount **we** will pay will be the limit noted under the **policy** or under any applicable **endorsement** regardless of the number of people insured. **Your** liability will be prioritised ahead of any other person.

# Cover

## Third party insurance cover

This provides cover for **your** legal liabilities should a **claim** be brought against **you** for property damage or injury to others arising from the use of the **insured car**.

## Third party, fire and theft cover

In addition to third party insurance cover this will provide cover for loss or damage to **your** car arising from fire, theft or damage caused during an attempted theft. **You** may also have the option to extend **your** cover by availing of some of the additional features and benefits available under this **policy** at an additional charge.

## Comprehensive cover

This cover is the most extensive cover **we** provide for private car owners. In addition to the protection provided by third party, fire and theft cover, comprehensive cover includes cover for accidental damage to **your** car. As with the fire and theft option **you** may also have the option to extend **your** cover by purchasing additional features and benefits.

## Applicable cover

The level of cover and the additional features and benefits provided and available will depend on the basis of cover **you** decide to purchase. This could be either **our** Clan Car Essentials or Clan Car Extra options together with additional features and benefits which are available under both. The cover applying to **your policy** will be outlined on **your schedule**.

## Sections applying depending on your policy cover

Sections 1 and 2 will apply if **you** choose **our** third party fire and theft policy while sections 1, 2 and 3 will apply if **you** choose comprehensive cover.

Once **you** have decided on **your** preferred basis of cover **you** can extend **your policy** by opting for a range of additional features and benefits including windscreen cover, car breakdown assistance, courtesy car following an **accident**, medical expenses, personal accident cover, among others.

## Section 1 – Third party insurance cover

### Cover for you

**We** will pay all amounts **you** or **your** legal personal representatives may legally have to pay for damages and claimants' costs and expenses for

1. death or injury to any person
2. damage to property up to an amount of €30,000,000 inclusive of costs

resulting from a **claim** or series of claims arising from any one **event**, as a result of or in connection with the use of the **insured car** described in the **schedule**.

At **your** request, **we** will extend the cover provided by this section to include the legal liability of any **passenger** being carried in or getting into or out of the **insured car** provided that the **passenger**:

- is not covered under another policy
- is not driving the **insured car** or in charge of the **insured car** for the purposes of driving
- observes the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply.

## Legal expenses

**We** have the right to instruct, at **our** own expense, a solicitor in respect of any **event** for which cover may be provided under this section for

1. representation at any coroner's inquest into a death
2. defending proceedings brought in any court of summary jurisdiction.

In addition **we** will pay legal costs up to €5,000, incurred with **our** written consent, to defend **you** in proceedings in respect of

1. manslaughter or
  2. dangerous driving causing death or serious bodily harm under the Road Traffic Acts
- arising from any personal injuries for which cover may be provided under this section.

## Cover to drive other cars

This cover extension is not provided on all policies. **Your certificate** of insurance shows whether this extension applies to **your policy**.

So long as **you** are not entitled to cover under any other policy the cover provided by this section will also cover **you** for an event arising while personally driving a car which

1. does not belong to **you**
2. is not in **your** custody or control by reason of **your** employment or business
3. is not hired to **you** under a hire purchase agreement

This extension applies to private passenger cars only.

It does not apply to:

- vans
- car-vans
- jeeps with no seats in the back
- vans adapted to carry **passengers**.

## Trailers

The cover provided by this section will extend to include the use of

1. any trailer while attached to the **insured car**
2. any detached single axle trailer up to half tonne unladen weight but not including
  - caravans
  - mobile homes
  - trailer tents
  - boat trailers
  - any trailer which incorporates machinery or other equipment.

We will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for any liability arising

- from the use of a trailer or plant forming part of a trailer as a tool
- out of any event which happens while the insured car is drawing a greater number of trailers than is allowed by law.

## Exceptions to Section 1

**We** will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for

1. loss or damage to property belonging to, held in trust by, or in **your** custody or control or belonging to, held in trust by, or in the custody or control of any **passenger** or **insured driver** of the **insured car** or being carried in the **insured car**
2. death or bodily injury to any person driving the **insured car** or in charge of the **insured car** for the purpose of driving.

## Section 2 – Loss or damage to the insured car by fire and theft

### Cover provided

**We** will pay for loss or damage to the **insured car** arising from fire, self-ignition, lightning, explosion, theft or attempted theft.

At **our** option, **we** may repair, reinstate or replace the **insured car** or any part of it or its accessories or spare parts or alternatively pay a cash amount for the loss or damage.

If any part or accessory of the **insured car** is obsolete or unobtainable from the makers **we** will pay the cost of the part or accessory as set out in the makers last published price list plus the current labour charge for its fitting.

### Transport costs

If the **insured car** cannot be driven, due to any loss or damage insured under this **policy**, **we** will pay the reasonable cost of protection and removal to the nearest repairer. Following the repairs, **we** will also pay the reasonable cost of delivery of the car to **your** address in Ireland.

### Hire purchase, leasing or finance agreements

If to **our** knowledge **your** car is the subject of a hire, lease or finance agreement (including hire purchase) any payment shall be made to the owner described in the agreement whose receipt shall be a full and final discharge of **our** liability.

### Replacement locks

**We** will pay **you** up to a maximum of €1,000 to replace the locks and alarm on the **insured car** if the keys for the car are stolen by forcible and violent entry or exit from

1. **your** usual residence or any other private residence at which **you** are spending the night, or
2. any hotel room or guesthouse room at which **you** are spending the night.

**We** will not pay

1. if **your** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**
2. for any loss if **you** do not report the theft of keys immediately on discovery to an Garda Síochána and in the case of a hotel or guesthouse, to the proprietors.

### Fire brigade charges

**We** will pay the fire brigade attendance charges which arise due to a valid **claim** under this **policy**. The most **we** will pay is €2,000.

## Section 3 – Loss or damage to the insured car by accidental damage

### Cover provided

In addition to the cover provided under Section 2 **we** will pay for accidental damage to the **insured car** including damage:

- by frost
- while in transit by sea (including loading and unloading) between any ports in the territories covered by this **policy**.

At **our** option, **we** may repair, reinstate or replace the **insured car** or any part of it or its accessories or spare parts or alternatively pay a cash amount for the loss or damage.

If any part or accessory of the **insured car** is obsolete or unobtainable from the makers **we** will pay the cost of the part or accessory as set out in the makers last published price list plus the current labour charge for its fitting.

## Our uninsured driver promise

If **you** make a **claim** for an **accident** that is not **your** fault and the driver of the car that hits **you** is not insured, **you** will not lose **your** no claim discount. **You** will, however, have to pay **your** **excess**.

This cover will apply once **we** receive:

- the vehicle registration number and the make and model of the uninsured driver's car, and
- the uninsured driver's name, address and telephone number.

It will make it easier for **us** to confirm who is at fault if **you** can get the names and addresses of any independent witnesses.

When **we** pay **your claim**, **you** will have to pay **your excess**. Also, if **our** investigations are on-going when **your** renewal is due, **you** may lose **your** no claim discount temporarily.

However, once **we** confirm that the **accident** was the fault of the uninsured driver, **we** will restore **your** no claim discount and refund any extra premium **you** have paid.

## Accidental damage excess

**We** will not pay the **excess** noted on the **schedule**, for a **claim** for loss or damage to the **insured car**. No **excess** will apply for a **claim**

1. due to fire, self-ignition, lightning, explosion, theft or attempted theft
2. solely for replacement of broken windscreen or window glass.

## Exceptions applying to Sections 2 and 3

**We** will not pay for:

1. loss of use, depreciation, wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages;
2. damage to tyres by braking, punctures, cuts or bursts;
3. damage to the **insured car**, its accessories and spare parts caused by goods carried in the car;
4. damage to the **insured car** if at the time of the **accident** causing the loss the **insured driver** has a breath, blood or urine alcohol or drug level above the legal limit shown in the Road Traffic Act;
5. more than €223 per **claim**, under Section 3, for repair or replacement of windscreen or window glass in the **insured car** unless one of **our** approved suppliers is used;
6. the cost of importing parts or accessories from outside the EU or any extra cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives.

# Additional features and benefits

The following additional features and benefits will apply where the corresponding benefit number is shown in **your schedule**. All features and benefits are subject to the terms, exceptions, limitations and conditions contained in the **policy**.

## 1. New car replacement

This benefit will apply to **your policy** if it is noted on **your schedule**.

**We** will at **your** request replace the **insured car** with a new car of the same make and model, if available, once the list price of the new car does not exceed **your** estimated value as shown in the **schedule** if

1. within 12 months of registration as new in **your** name and
  2. having an odometer reading of less than 48,280 kilometres
- the **insured car**
- a. in **our** assessment sustains damage greater than 60% of the manufacturer's list price at the time of damage, or
  - b. is stolen and not recovered within four weeks from the date of theft.

This provision is subject to the consent of any other party who has an interest in the **insured car**.

**We** will be entitled to take possession of and dispose of **your** damaged car in the event either **you** or any other interested party avails of cover under this additional benefit.

If it is not possible to provide a new replacement car of the same make and model **we** will only pay the cost of such car as set out in the maker's last published price list less any discounts that may have been applicable at the time of purchase.

## 2. Breakage of glass in windscreens or windows

This benefit will apply to **your policy** if it is noted on **your schedule**.

**We** will pay the cost to replace or repair accidental breakage, cracking or chipping of glass in the windscreen or window(s) of the **insured car** when **you** use one of **our** approved suppliers.

If **you** do not use one of **our** approved suppliers **we** will only pay up to:

1. €223 per **claim**, where the windscreen or window glass cannot be repaired and needs to be replaced;
2. €30 in total to repair a chipped or cracked windscreen or window glass, regardless of the number of chips or cracks which need to be repaired.

## 3. Courtesy car

This benefit will apply to **your policy** if it is noted on **your schedule**.

**Our** certified repair centre will provide **you** with a courtesy car while they are repairing damage to **your** car, which is covered by this **policy**.

This will assist **you** in staying mobile while the repairs are being carried out and all drivers noted on **your certificate** of insurance will be insured to drive.

A courtesy car, up to 1400cc, will be provided for up to 10 days in a row arising from any one **claim**. The size of the car is dependent on those available to the approved repairer at the time of the repairs.

**We** will not provide cover where:

1. the courtesy car is driven in any European country other than Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel islands;
2. there is a delay in repairing **your** car due to a part being imported from outside the European Union.

## 4. Personal property

This benefit will apply to **your policy** if it is noted on **your schedule**.

**We** will pay **you**, or at **your** request any other person as may be the owner of the property, for loss or damage to personal property, while in the **insured car**, by fire, theft or attempted theft or by accidental means provided that

1. the maximum amount **we** will pay is €550
2. payment to any person other than **you** shall be paid direct to that person who shall observe, fulfil and be subject to the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply. **Our** obligations under this section will be fulfilled once payment is made.

**We** will not pay for:

1. loss or damage to goods or samples carried in connection with any trade or business
2. loss of cash or fraudulent use of credit cards or cheques.

## 5. Personal accident and medical expenses

This benefit will apply to **your policy** if it is noted on **your schedule**.

**We** will pay one of the following benefits to **you** or **your** legal personal representatives if **you** are injured by violent, accidental, external and visible means arising

1. directly in connection with the **insured car** or
2. while getting into or out of or travelling in any private car not owned by **you**  
and within three calendar months the injury (with the exception of any medical or surgical treatment resulting from the injury) is the sole cause of

Death	€5,000
Total and permanent loss of sight in one or both eyes	€2,500
Loss of one or more limbs	€2,500
Total and permanent loss of sight in one eye plus loss of a limb	€2,500

**We** will not pay for:

1. any injury resulting from suicide or attempted suicide
2. anyone who is driving under the influence of alcohol or drugs at the time of the **accident**
3. any **claim** for more than one of the benefits noted above in respect of the same bodily injury
4. any injuries caused by motor accidents which have not been reported to An Garda Síochána or other relevant policing authority
5. the same benefit under another motor policy held with **us**
6. any **claim** under this section while **you** are driving unless **you** hold a licence to drive the **insured car** or having held such a licence are not disqualified from holding that licence.

## Medical expenses

**We** will pay **you** medical expenses up to €1,000 each, for bodily injury suffered in direct connection with the **insured car** by

1. **you**
2. **your** driver, or
3. any person in the **insured car**  
arising from violent, accidental, external and visible means.

## 6. Car breakdown assistance cover

This benefit will apply to **your policy** if it is noted on **your schedule**.

The service provided under the Car breakdown assistance cover is a 24 hour emergency assistance service in the event of car breakdown.

**You** must contact the Freephone car breakdown assistance line to activate this service and **we** will not cover any costs **you** incur prior to calling **us** on 1800 812 370 or from Northern Ireland, England, Scotland or Wales on 00 353 91 545975.

The assistance supplied will be at the choice of the assistance provider based on the options available to them at the time of the request.

This is because not all options are always available at the time of a breakdown.

**We** will provide cover for breakdown of the **insured car** caused by an **accident**, mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car, occurring during the **period of insurance**.

Cover applies within the island of Ireland, England, Scotland and Wales and **we** will cover the following benefits:

### Roadside and doorstep assist

**We** will provide one hour's free labour either at the roadside, **your** home or place of work if the **insured car** can be repaired where it is. **You** or an **insured driver** must be with the **insured car** when the repairer arrives to avail of the benefits under this cover.

### Towing

If the **insured car** has broken down at home or away from home and cannot be repaired where it is **we** will pay the cost of towing the **insured car** to the nearest garage capable of repairing the car or **your** own garage, whichever is closer.

### Completion of your journey within Ireland

If repairs cannot be carried out at the roadside and **you** are more than 30 kilometres from **your** home, at the choice of the assistance provider **we** will arrange and pay for one of the following:

- Onward public transport of **you** or an **insured driver** and **passengers** home or to an intended destination or
- A replacement car for up to 48 hours and public transport back to collect the **insured car** when repaired or
- Overnight accommodation for one night only, while repairs to the **insured car** are being carried out subject to a maximum value of €35 per person and €175 in total.

### Theft of your car within Ireland

If **your** car is stolen and not recovered within 24 hours and the theft has been reported to both **us** and an Garda Síochána, **we** will provide a replacement car for

- up to five days or
- until the **insured car** is recovered whichever is sooner.

### Completion of your journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, **we** will provide a replacement car for up to 48 hours. The most **we** will pay for this is £100 (sterling).

If the **insured car** cannot be repaired before departure date, **we** will pay for the **insured car** to be towed to the port **you** are leaving from. The most **we** will pay for this is £250 (sterling).

### Message relay

**We** will pass on two urgent messages for **you**.

### Conditions limiting our responsibility

**We** will not be responsible to provide **you** with the services outlined under this additional feature and benefit if **we** are unable to do so as a result of

1. the commercial conditions imposed by car hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire car to a pick up point
2. any government control restrictions or prohibitions or any other act or omission of

any government agency or local authority; or default of any supplier, agent or other person; or labour disputes or difficulties

3. any other event beyond **our** reasonable control.

If **we** have to make a forced entry to the **insured car** because **you** are locked out, **you** must sign a declaration saying that **you** will be responsible for the damage.

This cover will not apply where the **insured car** is modified for, or is taking part in, racing, trials or rallying.

### Exclusions to car breakdown assistance cover

#### We will not pay a claim

1. for any liability or consequential loss arising from using the assistance services
2. for expenses which can be recovered elsewhere
3. arising where the **insured car** is carrying more **passengers** or towing a greater weight than that for which it was designed as outlined in the manufacturer's specifications
4. arising as a direct result of unreasonable driving of the **insured car** on unsuitable ground
5. for any **accident** or breakdown brought about by an avoidable, wilful and deliberate act carried out by **you** or the **insured driver**
6. for the cost of repairing the **insured car** other than as outlined in the benefit Roadside and doorstep assist
7. for the cost of any parts, keys, lubricants, fluids or fuel required to allow the **insured car** drive again
8. caused by fuels, mineral essences or other flammable materials, explosives or poisonous substances carried in the **insured car**
9. and **we** may refuse assistance where an **insured driver** is clearly intoxicated.

## 7. Driver accident cover

This will apply to **your policy** if it is noted on **your schedule**.

**We** will pay one of the following benefits if **you** or any **insured driver** is accidentally injured as a result of an **accident** in the **insured car** which within three months after the date of the **accident** results in

Death	€20,000
Total and permanent loss of sight in one or both eyes	€10,000
Loss of one or more limbs	€10,000
Hospital expenses incurred after an <b>accident</b> , for which there is a <b>claim</b> under the <b>policy</b>	€350 a week
Medical and physiotherapy expenses	€1,000

#### We will not pay for:

1. any injury resulting from suicide or attempted suicide
2. anyone who is driving under the influence of alcohol or drugs at the time of the **accident**
3. any hospital benefit in respect of the first three days of hospitalisation
4. any medical or physiotherapy expenses covered under other insurances
5. any **claim** of more than one benefit in respect of the same bodily injury
6. any injuries caused by motor **accidents** which have not been reported to An Garda Síochána or other relevant policing authority.

## 8. No claim discount protector extra

This will apply to **your policy** if it is noted on **your schedule**.

Where cover is provided under **your policy** for fire, theft or windscreen damage, any **claim** made

under these covers will not affect **your** no claim discount.

All other **claims** including liability to third parties and damage to the **insured car** will have an impact on **your** no claim discount.

With no claim discount protector extra the level of no claim discount granted under **your policy** will not be reduced as a result of a single **claim** within a two year period of insurance (24 months) under this **policy**.

If **you** have a second **claim** in this period **your** no claim discount will be reduced as follows:

- 50% back to 40%
- 45% back to 40%
- 40% back to 40%

If **you** have a third **claim** in this period **you** will lose **your** entire no claim discount.

## 9. Step-back no claim discount protection

This will apply to **your policy** if it is noted on **your schedule**.

Where cover is provided under **your policy** for fire, theft or windscreen damage, any **claim** made under these covers will not affect **your** no claim discount.

All other **claims** including liability to third parties and damage to the **insured car** will have an impact on **your** no claim discount.

With step-back no claim discount protection the no claim discount granted under **your policy** will not be lost as result of a single **claim** but will be reduced as follows:

- 50% will step back to 30%
- 45% will step back to 30%
- 40% will step back to 30%
- 30% will step back to 20%
- 20% will step back to 0%

If **you** have more than one **claim** in the same **period of insurance you** will lose **your** entire no claim discount.

## Endorsements

The following **endorsements** will apply where the corresponding **endorsement** number is shown in **your schedule**. All **endorsements** are subject to the terms, exceptions, limitations and conditions contained in the **policy**.

An **endorsement** will relate solely to the car registration number and or the person's name appearing next to the **endorsement** number in the **schedule**, unless otherwise noted in the **endorsement** wording.

### EN1 Suspension of entire policy

All cover under this **policy** is suspended.

### EN2 Suspension of third party insurance cover only

All **policy** cover provided under Section 1 – Third party insurance cover is suspended.

### EN3 Excluding a named person from driving

The cover will not operate while the **insured car**

1. is being driven by or
2. is for the purpose of being driven by or
3. in the charge of

any person named next to this **endorsement** number in the **schedule**.

### EN4 Indemnity to employer

**We** will extend Section 1 to provide cover to **your** employer, shown next to this **endorsement** number in the **schedule**, if an **accident** occurs while the **insured car** is being used by **you** on **your** employer's business once

1. the **insured car** does not belong to or is not provided by **your** employer
2. the employer is not entitled to cover under another policy

3. the employer observes, fulfils and complies with the terms, exceptions, conditions and **endorsements** of this **policy** in so far as they apply.

### EN5 Alteration of benefits

**We** will not provide cover to drive other cars under Section 1 or Personal accident cover.

### EN6 Excluding cover to drive other cars

**We** will not provide cover to drive other cars and this cover under Section 1 has been deleted.

### EN7 Open driving

The drivers whose driving is covered under this **policy** are

1. **you**
2. any person, between the ages of 30 and 70 who is driving with **your** permission, provided such person holds or has held a full licence to drive
3. any other person noted on **your certificate** as being insured to drive

provided the driver:

1. holds a licence to drive the **insured car** or having held such a licence are not disqualified from holding such a licence
2. does not have cover under any other policy
3. is not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**
4. observes the terms, exceptions, conditions, and **endorsements** of the **policy** in so far as they can apply.

### EN8 Satellite tracker device installation

**We** will pay for loss of or damage to the **insured car** arising from theft or attempted theft provided:

1. **we** receive satisfactory evidence that the **insured car** has been fitted with a satellite tracker device; and
2. the tracker device is activated when the car is unattended; and
3. the device is maintained in accordance with the suppliers' recommendations.

# Data protection notice

This data protection notice outlines how **we** use the personal data and other information **you** give **us** about yourself and other people.

## Your data protection rights

**Your** insurance **policy** is administered and underwritten by FBD. If **you** have any questions about **our** data protection and privacy practices, please write to **our** Data Protection Officer at:

The Data Protection Officer  
FBD Insurance plc  
FBD House  
Bluebell  
Dublin 12.

**You** have a right to request a copy of **your** personal data held by **us**. If **you** want to do this, write **your** request to the Data Protection Officer at the address given above. **You** should also send a cheque for €6.35 made payable to FBD Insurance plc.

If **you** believe that there are errors in the data **we** hold about **you**, **you** can contact **our** Data Protection Officer to have the data corrected, amended or blocked from **our** records. **You** can also object to the processing of **your** personal data, for example, for marketing purposes. If **you** contact **us** about **your** personal data, **you** may be asked to prove **your** identity before **we** can grant **your** request.

Further information about **our** obligations in relation to **your** information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the insurance sector.

## Why we collect and how we use personal data

**We** collect information in order to underwrite **your** insurance **policy** and when **we** are asked to pay a **claim**. **We** ask for different types of information depending on the kind of insurance being covered and the kind of **claim** **we** are being asked to pay.

The information that **you** (or third parties) provide is held and used by **us** and the FBD group, which includes the No Nonsense brand and FBD Hotels (Ireland) Limited, for several purposes, such as:

- confirming **your** identity;
- quoting for and managing insurance and other products provided by **us** or other members of the FBD group;
- underwriting policies and handling **claims**;
- providing services such as car breakdown assistance;
- doing market research and statistical analysis
- detecting and preventing fraud and protecting **our** customers and ourselves from being the victims of fraud; and
- meeting **our** legal obligations.

**We** also use other information from sources such as the Companies Registration Office, vehicle databases and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information **you** have provided to **us**. **We** may do this:

- before **we** prepare a quotation;
- when dealing with a **claim**; or
- in the overall administration of insurance.

**You** can find more information about Insurance Link at [www.inslink.ie](http://www.inslink.ie).

To detect fraud (and to prevent and protect FBD group companies from fraud) and to make sure that any payments or refunds can be paid to **you**, **we** keep **your** credit card and bank details for the duration of **your** insurance **policy**. By providing **us** with **your** financial details, **you** are agreeing to **us** doing this.

If **you** (or a third party) make a **claim** under **your** insurance **policy**, the information **you** give **us** in connection with **your** **claim** application will be processed by **us** to confirm **your** identity and process **your** application. This information may contain sensitive personal data as well as data of others.

## How we may share information

In order to provide insurance cover or to pay a **claim we** may have to share **your** information with **our** service providers, private investigators (under a confidentiality agreement) and other third parties working on **our** or **your** behalf. When **you** make a **claim we** pass details to Insurance Link. This information includes the proposer's or claimant's name, address, date of birth, type of injury or loss suffered and property damaged. Through this database this information may be shared with other insurance companies, self-insurers or statutory authorities. These third parties may keep a record of **your** information.

If **you** do not accept a quote or application for an insurance **policy** or if **your policy** ceases, **we** can still keep the personal data **you** gave **us** for as long as is allowed by law. This information may be shared in the ways **we** have described in this notice.

## Why you need to give accurate information

It is important that **you** provide **us** with accurate and up to date information at all times (particularly when **you** are seeking insurance cover or are making a **claim**). If making a **claim**, incorrect or out of date information may prevent **us** from providing cover or may delay **us** in processing **your claim**. The provision of false information may mean that a **claim** made by **you** under the **policy** will not be paid and may possibly result in criminal prosecution for fraud.

**We** may monitor and record telephone calls for training and verification purposes, to administer **your** insurance and in order to improve **our** service. **We** also do this to detect and prevent fraud.

## Disclosures of personal data

As outlined above, FBD group companies may share information (including **claims** information) with, for example:

- other FBD group companies;
- agents or other service providers;
- other insurers and their agents;
- industry, trade or regulatory bodies; or
- the Insurance Link database ([www.inslink.ie](http://www.inslink.ie)) and other databases operated by Insurance Ireland.

## Why we need sensitive data about you and others

In order for **us** to offer **you** the best possible products and services, **we** will need to collect sensitive information about **you** and other people connected to the insurance **policy**. This information might relate, for example, to medical conditions or criminal convictions.

By accepting **our** data protection and privacy practices **you** agree to let **us** use **your** data in the ways **we** have described.

**You** are also confirming that **you** have explained to any other person connected with the quotation or **policy**, how **we** deal with personal information.

All references in this Data protection notice which apply to **you** will also apply to any other person named for whom insurance cover or a quotation is required and details are given.





Clan Insurance  
PO Box 159  
Mullingar  
Co Westmeath

[www.claninsurance.ie](http://www.claninsurance.ie)