



# Collectors Motor Insurance **Policy**

## **Important Information**

Please read and keep safe



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### **Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

# Introduction

## Your policy and schedule

The schedule (which should be read as one document in conjunction with your policy), and Road Traffic Act Certificate(s) of insurance and disc(s) are separately enclosed. The schedule shows your cover and any additional benefits or amendments applicable. You have the right to cancel your policy within the cooling off period. You need to return your certificate and disc to us so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance.

## Collectors Motor Insurance policy

This policy booklet, the information you have provided, the schedule and the Certificate of Insurance, form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC). In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the geographical limits during the period of insurance.

## The law which applies to the contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish Law will apply to the contract.

The insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team- Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1820  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)
- **Financial Services and Pensions Ombudsman** Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

You will not lose your right to take legal action if you contact either of the above.

### **Insurance Act 1936 (Section 93)**

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

### **Stamp Duties Consolidation Act 1999**

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

# Definitions

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

**bodily injury:**

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

**certificate:**

A guarantee that a policy of insurance has been issued which complies with the terms of the "Road Traffic Act(s)".

**cooling off period:**

The 14 working days after:

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

whichever is later.

**condition precedent (General Condition 1):**

Terms and conditions which must be met by you before we will consider your claim.

**endorsement:**

Changes in the terms of your policy. These are shown in your schedule and described in Section 5 of your policy.

**excess:**

The amount you will have to pay towards any claim. (See page 17 and your policy schedule).

**loss of limb (Section 4):**

Physical severance or permanent loss of use at or above wrist or ankle.

**period of insurance:**

The period from the effective date in the schedule to the date prior to the renewal date and any further period for which you have paid or agreed to pay and we have accepted your premium.

**person insured (Section 4):**

The person named in the schedule as being insured.

**the vehicle:**

Any vehicle(s), the details of which have been furnished to us and described under the heading of "Vehicle or Classes of Vehicles, the use of which is covered" in the Certificate number and which, having been issued to you, remains effective.

**we/us/our/the company:**

Aviva Insurance Ireland DAC.

**you/your:**

The person(s) named as policyholder in the schedule.

# Collector's Motor Insurance Policy

## GEOGRAPHICAL LIMITS

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

## FOREIGN USE

Your Policy is automatically extended to include the terms of endorsement PC69, providing full policy cover within the EU, for a period of 31 days in any "period of insurance", in respect of the vehicle.

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

- Section 6 – Breakdown Rescue

If you require an international Green Card, we will supply you with one free of charge. Please let us have at least one week's notice in advance of your journey.

## FIRE BRIGADE CHARGES

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

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

The most we will pay is €1,000.

## INSURANCE PROVIDED (REFER TO POLICY SCHEDULE)

Subject to the terms, exceptions and conditions of this policy, the following Sections apply when cover is-

Comprehensive	- 1, 2, 3, 5 and 6.
Third Party, Fire and Theft	- 1 (applies only in respect of loss or damage to the vehicle caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft). Windscreen damage excluded.  - 2, 3(b), 5 and 6.
Third Party only	- 2, 3(b), 5 and 6.
If shown in the policy schedule	- 4.



## IMPORTANT

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

## ACCIDENT LINE

You can contact us 24 hours a day, 365 days a year on **1800 147 147** for help on all motor claims including windscreen damage claims.

If you are calling from abroad phone 00 353 91 525 311.

## BREAKDOWN RESCUE

Breakdown Rescue helpline number 1800 44 88 88 (this call is free) or calling from Northern Ireland, England, Scotland or Wales 01 612 102 113. For full details of Breakdown Rescue, see page 25.

# General Exceptions - All Sections

We will not pay for the following except so far as is necessary to meet the requirements of the Road Traffic Acts -

- 1 Any accident, injury loss, damage or liability occurring if any vehicle defined in the Certificate is, at the time of the accident, being driven or used other than in accordance with the terms of the Certificate.
- 2 Any liability assumed or imposed by virtue of an agreement but which would not have applied in the absence of such agreement.
- 3 Any accident, injury, loss or damage (except under section 2) arising during or in consequence of-
  - (a) earthquake
  - (b) riot or civil commotion (unless proven by you that the loss damage and/or injury was not occasioned thereby).
- 4 Loss or damage (except under Section 2) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 5 A
  - (i) loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss, or
  - (ii) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
    - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
    - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B 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, except so far as is necessary to meet the requirements of the Road Traffic Acts.
- C any consequence of an act of terrorism including any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

Terrorism means an act and/or threat of force or violence by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation whose intention is, for political, religious, ideological or other purposes, to influence any government or to place the public, or any section of the public, in fear.

## Cyber Exclusion

### We will not pay for

- 6 any liability arising directly or indirectly from or in connection with a Cyber Loss.

For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

Cyber Act means a deliberate, unauthorised, malicious, or criminal act or series of related deliberate unauthorised, malicious, or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.

Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## Sanctions exclusion

### We will not pay for

- 7 Any loss damage liability cost expense or any other benefit of whatsoever nature where the provision of any payment in respect of such loss damage liability cost expense or any other benefit under this policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America

## Pollution

### **We will not pay for**

- 8 Any liability in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the company for all compensation payable in respect of such pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed €2,000,000 in the aggregate.

For the purpose of this clause 'pollution or contamination' shall be deemed to mean

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- (a) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

# General Conditions - All Sections

## Keeping to policy terms

- 1 It is a condition precedent to our obligation to make any payment under this policy that-
  - (a) You answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.
  - (b) You or any other person on whose behalf payment is claimed, observe the terms and conditions of this policy insofar as they apply.
  - (c) Since the start date of the policy or your last renewal date (whichever is the latest), if there has been a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten), or those of other drivers covered under this policy, you must advise us immediately or you may lose all benefit and cover under this policy.
  - (d) Any person whose driving is covered by the terms of the Certificate must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence.

## Claims

- 2 You or any other person whose liability is covered under Paragraph (4) of the Certificate must-
  - (a) Immediately notify us of any event which may give rise to a claim under this Policy with all the details we may require.
  - (b) Notify us immediately you become aware of any impending prosecution or inquest in connection with such event.
  - (c) Not admit, deny, negotiate or settle a claim without our written consent.
  - (d) Submit all documentation proofs and information and give us all assistance that we may reasonably require.
  - (e) Co-operate fully with us in investigating and handling any claim.

We may-

- (a) At our own discretion take over and conduct in your name (or that of any person entitled to indemnity or payment under this Policy) the defence or settlement

of any claim, or to prosecute in your name (or such other person) for our own benefit a claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any such claim.

- (b) Where any legal liabilities have to be met under the terms of this insurance, have the right to seek recovery from you (or such other person) when there has been non compliance with the terms, conditions and exceptions of this policy.
- (c) If the law of any country in which this policy applies or an agreement between Insurers and Government (e.g. the Motor Insurers' Bureau of Ireland agreement) requires us to make any payment on your behalf which we would not otherwise have paid, have the right to recover the amount from you or from the person who incurred the liability or from both of you.

## Cancellation

3 You may cancel this Policy at any time after the cooling off period by returning your certificate of motor insurance and windscreen disc to us. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20. If you cancel the policy during the first year, the refund will be based on our short-period rates.

Short Period Rates	
Period for which policy cover operated in the first year	Percentage of yearly premium that could be refunded
After the cooling off period but not more than 1 month	70%
Not more than 2 months	60%
Not more than 3 months	50%
Not more than 4 months	40%
Not more than 5 months	30%
Not more than 6 months	20%
Not more than 7 months	10%
8 months or over	0%

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

If you wish to cancel your policy within the cooling off period, please read the section 'Your policy and schedule' on page 2 for more information.

## Mid term alterations

- 4 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

## Fraud

- 5 You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

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

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

## Duty to take care

- 6 You must take all reasonable steps to prevent accident, injury, loss or damage, and must keep your vehicle in a roadworthy condition. While unattended, the vehicle must not be left unlocked or the keys to the ignition left with the vehicle. You must allow us to examine your vehicle at any time.

## Arbitration

- 7 Any dispute between you and us (about our liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. We may not refer the dispute to arbitration without your consent where the amount of the claim is less than €5,000. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

## Information or Changes we need to know about

8 You must immediately tell us about:

- (1) any change or replacement of the vehicle(s) or if you sell or dispose of the vehicle(s);
- (2) a change to any driver that may drive the vehicle(s);
- (3) any change in your occupation;
- (4) any change in the way the vehicle(s) is used;
- (5) any change in the address at which the vehicle(s) is normally parked overnight;
- (6) any modifications to the vehicle(s);
- (7) any change affecting ownership or the main driver of the vehicle(s);
- (8) any accident, loss or claims made against you or any driver that may drive the vehicle(s) and/or any claims currently outstanding/pending, that have not already been advised to us (excluding any windscreen, fire or theft claims);
- (9) any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction' under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;
- (10) any medical condition, that impairs any driver's ability to drive, that has not been advised to the relevant licencing authority or that has not already been advised to us.

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



## Mileage requirement

- 9 It is a requirement that the mileage on any one vehicle described in the schedule shall not exceed 5000 miles in any 12 month period of insurance, unless otherwise agreed by us and recorded under endorsement **CC1 – Mileage** in your policy schedule.

## Other insurance

- 10 (a) If at the time of any claim you have another insurance policy covering the same loss, damage or liability, we will pay only our share of the claim.
- (b) If at the time of any claim any other insured person (defined in section 2 - Liability to third parties) has another insurance policy covering the same loss, damage or liability, we will not pay any part of the claim.
- (c) It is a requirement that you own and have regular use of an everyday vehicle.

# Events Insured

## Section 1 - Loss of or Damage to the Vehicle

We will pay for loss of or damage to the vehicle or any part thereof and/or its accessories and spare parts whether on the vehicle or in your private garage, and loss or damage while in transit by sea (including embarking and disembarking) between any ports in the territories covered by this policy.

We may, at our own option, repair reinstate or replace the vehicle or any part thereof or may pay in cash the amount of the loss or damage.

### **Hire Purchase/Contract Hire Agreement**

Where, to our knowledge, the vehicle is subject to such an agreement, any payment will be made to the owner described in the agreement whose receipt will be a final discharge to us for such payment.

### **Towing charges**

We will pay the reasonable cost of protection and removal to the nearest repairer, if as a result of any loss or damage insured under this Section, the vehicle is disabled. In addition, we will pay the reasonable cost of delivery to you within the territories covered by this policy after repair, reinstatement, replacement or recovery.

### **Windscreen cover**

We will extend the cover under this policy to pay for loss of or damage to the glass in your vehicle's windscreen (not including the sunroof or panoramic roof) and any scratching on the bodywork as a result of the breakage. We may repair or replace the windscreen or pay a cash amount for the loss or damage.

If you use our aligned windscreen repairers (phone: 1800 147 147 for our current list of aligned repairers), for the replacement or repair, there is no limit. If you use any other windscreen repairer, there is a limit of €225 for any single event.

**Please note** – for the purpose of the cover provided, glass includes the front windscreen, back and side windows but excludes any sunroofs, panoramic roof, mirrors and lights.

## EXCLUSIONS TO SECTION 1

We will not pay for

- 1 depreciation, wear and tear, mechanical, electrical, or electronic breakdown.
- 2 damage to tyres by braking, punctures, cuts or bursts.
- 3 loss of use.
- 4 loss or damage exceeding the agreed value of the vehicle.
- 5 loss or damage to audio or car phone equipment exceeding 5% of the market value of the vehicle or €650, whichever is less.
- 6 loss or damage over the current market value of the vehicle, or the value of the vehicle shown in the policy schedule, whichever is less.
- 7 any more than our proportionate share for loss or damage where, at the time of a claim, there is any other policy covering such loss or damage.
- 8 any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover.
- 9 the first €250 (or any other compulsory damage excess specified in the schedule) of any amount otherwise payable in respect of each and every occurrence of loss of or damage (other than breakage of glass in the windscreen or the windows not including the sunroof) to any motor vehicle described in the Schedule. The first amount for which the company is not liable is increased by €100 in respect of claims for loss and damage (other than by fire self ignition lightning explosion or by theft or attempt thereat) when the value of the vehicle exceeds €30,000. The first amount for which the company is not liable is increased by €250 in respect of claims for loss or damage to the hoods of convertible vehicles.
- 10 the first €50 of any amount otherwise payable in respect of each and every occurrence of breakage of glass of any vehicle described in the schedule, where any windscreen repairer other than one of our aligned windscreen repairers is used.
- 11 loss or damage caused to the motor vehicle described in the schedule by theft or attempted theft during the hours of 22.00 and 6.00 when the vehicle is in close proximity to the Insured's home and not in use, unless it is kept in a secure location.
- 12 any person insured having a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations.

# Section 2 - Liability to Third Parties

## Definition of Insured Person

A For the purpose of insurance under this Section the term “insured person” means-

- 1 You.
- 2 (a) Any person entitled to drive by the terms of the Certificate other than a person in the motor trade driving the vehicle for purposes of overhaul, upkeep, and/or repair.  
(b) Any person, with your permission, using, but not driving the vehicle for social, domestic and pleasure purposes.
- 3 Any person, with your permission, in, on, getting into or onto or getting out of or off the vehicle.
- 4 At your request the owner of the vehicle.
- 5 The employer or partner of any person whose business use is covered by the terms of the Certificate.

We will, on behalf of an Insured Person (or their legal personal representatives), pay in full the amount of liability for damages and claimants’ costs and expenses in respect of bodily injury and, pay up to a limit of €30,000,000 the amount of liability for damages and claimants’s costs and expenses in respect of damage to property.

## Legal Costs

B We may pay, in respect of any event which may be the subject of indemnity under this Section-

- 1 The Solicitor’s fee for representation at any Coroner’s inquest or defence in any District Court.
- 2 The costs of defence against a charge, under Sub-Section 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.
- 3 All other legal costs and expenses incurred in the defence of any claim for bodily injury or property damage arising as the result of an accident caused by or connected to the vehicle and for which the insured person may be liable at law.

- all subject to our written consent.

### C **Compulsory Insurance E.U. and Other Countries**

The insurance under this Section is extended to give the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union, and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

### D **Unspecified Detached Trailers**

We will, on behalf of an Insured Person (or their legal personal representatives), pay in full the amount of liability for damages and claimants' costs and expenses in respect of bodily injury and, pay up to a limit of €30,000,000 the amount of liability for damages and claimants' costs and expenses in respect of damage to property, for any detached single axle trailer up to half a tonne unladen weight.

## **EXCLUSIONS TO SECTION 2**

We will not pay

- 1 For damage to property owned by or in the possession, custody or control of the insured person on whose behalf payment is claimed.
- 2 For death of or bodily injury to any person driving, or in charge of for the purpose of driving, the vehicle.
- 3 If the insured person on whose behalf indemnity is claimed is entitled to indemnity under any other policy.
- 4 For bodily injury to any person arising out of and in the course of that person's employment by the insured person, other than as needed under the Road Traffic Acts.
- 5 For any loss, damage, liability and/or injury arising from caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment other than under the Road Traffic Act(s).

# Section 3 - Medical Expenses/ Emergency Treatment

We will pay:

- A You in respect of accidental bodily injury sustained in direct connection with the vehicle up to €130 per person for medical expenses incurred by any occupant (including the driver) of the vehicle.
- B The cost of emergency treatment of injuries caused by or arising out of the use of any motor vehicle for which cover is provided under this policy where liability for such treatment arises under the Road Traffic Acts.

# Section 4 - JourneyWise Accident Cover

We will pay for bodily injury to any person insured-

A While in, getting into, or getting out of-

- (i) A private car
- (ii) Any train, bus, taxi, aircraft, boat, ship or hovercraft but only as a fare paying passenger

B As a pedestrian involving any road vehicle, train or aircraft

which injury is the sole cause of the result for which benefit is claimed.

We will pay the following amounts for:

<b>a</b>	Death	€26,000
<b>b</b>	Total and permanent loss of sight in one or both eyes	€26,000
<b>c</b>	Loss of one or more limbs	€26,000

An amount of €130 for each complete day spent as an in-patient in Hospital for a maximum of 20 days.

## NOTES APPLYING TO SECTION 4

- (i) In the event of your death or that of any person insured the death benefit will be payable to the legal personal representatives.
- (ii) The cover afforded by this Section is worldwide.

## EXCLUSIONS APPLYING TO SECTION 4

We will not pay for

1 Any person insured-

- (a) participating in racing, rallies, trials, speedtesting or motor cycling
- (b) affected (temporarily or otherwise) by alcohol, drug or solvent abuse
- (c) having a breath, blood or urine alcohol level above the legal limit stated in the Road Traffic Acts and subsequent Regulations
- (d) more than one of the Benefits (a), (b) or (c) under this section in connection with the same accident
- (e) residing permanently outside the Republic of Ireland.

- 2 Death or bodily injury-
  - (a) due to suicide or attempted suicide
  - (b) caused prolonged or aggravated by any pre-existing physical defect, illness, or infirmity
  - (c) which do not occur within six months from the date of accident.

#### CONDITIONS APPLYING TO SECTION 4

##### **Claims Settlement**

Any person insured or their legal personal representatives must-

- (i) Advise us in writing as soon as possible after any accident which may give rise to a claim under this policy.
- (ii) Produce at their own expense any medical certificates and any other evidence which we may require.

We will-

- (i) In the event of the death of any person insured be entitled to have a post-mortem examination at our expense.
- (ii) Have the right to request any person insured to undergo medical examination at our expense.

##### **Non-Assignment**

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

##### **Discharge of our Liability**

The receipt of any person insured or their legal personal representatives to whom we have paid any benefit will be a full and valid discharge of our liability under the policy.



# Section 5 - Endorsements

This policy is subject to those endorsements in this Section which are stated in the policy schedule as being operative.

## **PC1 Driver qualification (Full EU or Full UK licence)**

In General Condition 1(d) the words "holds a licence" are replaced by the words "holds a full EU or full UK licence".

## **PC2 Driver Qualification (EU or UK licence - Full or Provisional)**

In General Condition 1(d) the words "holds a licence" are replaced by the words "holds an EU or UK licence".

## **PC14 Excess-Accidental Damage**

In respect of each and every occurrence under Section 1 of the policy we will not pay for the first amount (specified in the schedule as excess) otherwise payable in respect of loss or damage to the vehicle.

Any sum so specified in the schedule shall be in addition to any other amount (excess) for which we are not liable under this Policy.

## **PC69 Foreign Use**

This policy shall apply for the period in the international motor insurance card (green card) issued in respect of the vehicle specified therein while it is in any of the countries to which the green card applies or while in transit between any ports in countries to which the green card applies.

Should indemnity be claimed because of the operation of a peril covered by the policy, any liability incurred by the resultant enforced payment of customs duty and/or Spanish Bail Bond shall be included within the indemnity provided.

## **PC202 (B) Spare Parts Clause for Japanese/Far Eastern Imports**

In respect of each and every occurrence where indemnity is provided under the policy requiring the replacement of any part(s) in order to repair the vehicle where such part(s) are not obtainable or out of stock from the manufacturers' European representatives or agents, then you shall bear the cost of such replacement over and above the price indicated in the latest makers price list.

### **PC205 (A) Cover restricted to Third Party Fire and Theft while persons holding a provisional licence or full foreign driving licence are driving**

We will not pay under Section 1 of the policy for loss or damage other than by fire, self-ignition, lightning, explosion or by theft or attempted theft while the vehicle is being driven by or is under the direct control of any person who holds a provisional licence or full foreign driving licence not recognised by the licencing authorities as being equivalent to a full EU or full UK licence.

### **CC1 - Mileage**

During any one period of insurance you must not drive the insured vehicle more than the number of miles shown against this endorsement number on the schedule.

If this insurance covers more than one vehicle, the total mileage per vehicle in any one period of insurance must not be more than the amount shown against this endorsement number on the schedule.

You must tell us the current recorded mileage at the start of the insurance contract and at each renewal. If your mileage for the year is more than the amount shown against this endorsement number on the schedule, we may not provide further cover under this insurance.

### **CC3 - Agreed Value**

Exclusion 6 in Section 1 of the policy is deleted if your vehicle (including accessories and spare parts in or on the vehicle) is lost or totally destroyed (or where following damage the reasonable cost of repair exceeds the agreed value shown in the schedule) we will pay the amount stated in the schedule as representing the value of your vehicle if the loss or damage is insured under this policy.

### **CC4 - Wedding Hire cover**

The policy is extended to include use for hire and reward in connection with any wedding for which the policyholder may be paid. You must pay an extra premium for this cover.

### **PC70 - Specified Trailers (see Schedule for cover applicable)**

The cover granted by this Policy will extend to the trailer(s) described in the Schedule of the Policy while attached to the car described in the Schedule of the Policy for the purpose of being operated or drawn or detached and out of use. The cover on the trailer is as noted in the Schedule. We shall not be liable in respect of any loss damage liability and/or injury arising out of any event occurring while the car is drawing a greater number of trailers in all than is permitted by law.

# Section 6 - Breakdown Rescue

We will pay for the following kinds of breakdown.

Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys and keys broken in the lock or locked in the vehicle.

Cover applies in the 32 counties of Ireland, and in England, Scotland and Wales.

However, we do not cover the benefits 'Finishing the journey' or 'Theft of your vehicle' while your car is in England, Scotland or Wales (apart from as set out below).

We will not be liable for any expenses you run up without our approval beforehand, or for expenses you run up without dialling the Freephone number first – 1 800 44 88 88 or calling from Northern Ireland, England, Scotland or Wales 01 612 102 113.

We are entitled to provide what we consider to be the most suitable benefit at the time you need the assistance. This is because not all options are always available to us at the time of the breakdown.

The following benefits are available.

## 1 Roadside and driveway assistance

We will send a competent repairer to help you at the scene. If your vehicle can be repaired immediately, we will provide up to one hour's free labour. You must be with the vehicle when the repairer arrives. If you are not with the vehicle and we cannot help you, you must pay for any help you then need.

## 2 Towing

We will arrange and pay for the cost of towing the vehicle to the nearest motor garage or our own garage, whichever is the closest.

### 3a Finishing the journey in the 32 counties of Ireland

(Cover only applies when you are more than 30 kilometres from your home.)

If repairs cannot be carried out at the scene, we will pay for:

- transport for you and your passengers to your intended destination; or
- a replacement car for up to 48 hours and transport back to collect your vehicle when repaired; or
- bed-and-breakfast accommodation while you and your passengers are waiting for repairs to be finished (up to €35 for each person, and €150 in total); or
- we will arrange for your vehicle together with the driver and passengers to be taken home within a limit of 200 km. A journey in excess of 200 km is at the cost of the insured.

### 3b Finishing the journey in England, Scotland or Wales

If the repairer is not able to carry out repairs at the scene of the breakdown, we will provide a replacement vehicle for up to 48 hours. The most we will pay for this is €100.

If your vehicle cannot be repaired before your departure date, we will pay for your vehicle to be towed to the port in England, Scotland or Wales you are leaving from. The most we will pay for this is €250.

## 4 Theft of your car

If your vehicle has been stolen and not recovered within 24 hours, we will provide a replacement vehicle:

- for up to five days; or
- until your vehicle is recovered;

whichever is sooner.

This cover only applies in the 32 counties of Ireland. You must also report the theft to us and the Gardaí immediately.

### If you have an accident

Only benefit number 2 applies if you have an accident.

### Messages

We will pass on up to two urgent messages on your behalf.

## EXCLUSIONS APPLYING TO SECTION 6

We will not pay for the following.

- 1 Any liability or loss arising from any act carried out in providing the assistance service.
- 2 Expenses you can claim from any other source.
- 3 Any claim arising where the vehicle is carrying more passengers or towing a greater weight than that it was designed for, or arising directly from unreasonable driving on an unsuitable surface.
- 4 Any accident or breakdown resulting from a deliberate act.
- 5 The costs of repairing the vehicle, other than as described in the benefits section.
- 6 The costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the vehicle again.
- 7 Any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the vehicle.
- 8 Any vehicle, which is not a Collectors Motor Car or Collectors Motor Van.

## Limit of responsibility

We will not be responsible to you if we are not able to provide the services set out in this section.

The commercial conditions for hiring a replacement car apply. These conditions include, but are not limited to, the following.

- The driver must provide a full driving licence, which must be free of endorsements.
- The driver must provide a cash or credit-card deposit.
- The car must be returned to the pick-up point.

We will not be responsible to you if we fail to meet any of our responsibilities as a result of:

- government control, restrictions or prohibitions;
- any other act or failure to act of any public authority (including government), whether local, national or international;
- the fault of any supplier, agent or other person;
- labour disputes or difficulties; or
- any other event beyond our reasonable control.







*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

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