

Motor Insurance Policy

Motor Insurance Policy
for Private and
Commercial Vehicles

wakam



KEY INFORMATION

Your policy was placed with ARB Underwriting Ltd by your Insurance Broker.

ARB Underwriting Ltd acts as an agent for the Insurer.

The Insurer of this policy is : Wakam

Wakam, a French Société Anonyme, with share capital of 4 514 512 EUR
Registered in the Trade and Companies Register of Paris under number 562 117 085
Registered office 120-122, rue Réaumur, 75002 PARIS
French insurance company regulated by the Autorité de Contrôle Prudentiel et de Résolution and is regulated by the Central Bank of Ireland for conduct of business rules.

ARB Underwriting Ltd is a Limited Company registered in Ireland under the Company No. 168567. The registered office of ARB Underwriting Ltd is ARB House, Suite 1, The Cube Offices, BSQ, Sandyford, Dublin 18. D18 RF44

ARB Underwriting Ltd is regulated by the Central Bank of Ireland as an insurance intermediary.

Motor Insurance Policy

FOR PRIVATE & COMMERCIAL VEHICLES

Suite 1, The Cube Offices, BSQ, Sandyford, Dublin 18. D18 RF44

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Motor: (01) 525 7903

Fax: (01) 525 7937

E-mail: info@arb.ie Web: www.arb.ie

The insurer: Wakam

Wakam, a French Société Anonyme, with share capital of 4 452 016 EUR
Registered in the Trade and Companies Register of Paris under number 562 117 085
Registered office 120-122, rue Réaumur, 75002 PARIS
French insurance company regulated by the Autorité de Contrôle Prudentiel et de Résolution and is regulated by the Central Bank of Ireland for conduct of business rules.

The Intermediary:

Name: ARB Underwriting Ltd

Address: Suite 1, The Cube Offices, BSQ Sandyford, Dublin 18, D18 RF44

Tel No: (01) 525 7900

Fax : (01) 525 7937

Email : info@arb.ie

*ARB Underwriting Ltd. is regulated by the Central Bank of Ireland
Registered No. 168567. Registered Office: Suit 1, The Cube Offices, BSQ, Sandyford Dublin 18, D16 RF44.*

*Wakam is authorised by the Autorite de Controle Prudentiel et de Resolution (ACPR) in France and is regulated
by the Central Bank of Ireland for conduct of business rules.*

09/2020

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Important Information

Please read this *Policy*, the *Schedule (including Endorsements)* and the *Certificate of Motor Insurance* very carefully. The aforementioned documents together with the information *You* gave *Us* in the *Proposal Form* or *Statement of Fact*, and declarations that *You* have made, form the **Contract of Motor Insurance**.

The *Policy* contains full details of the insurance being provided and the *Schedule* tells *You* which sections of the *Policy* apply and identifies any *Endorsements*. Please check all documents carefully to make sure that they give *You* the cover *You* want and that *You* comply with all the relevant terms and conditions, including any *Endorsements*.

You should pay particular attention to the *General Exclusions*, the *General Conditions* and any *Endorsements* that apply. **Please note:** Only those Sections showing as in force in the attached *Schedule* shall apply to your particular policy.

You must read this *Policy*, the *Schedule (including Endorsements)* and the *Certificate of Motor Insurance* together.

The words that appear in italics throughout this *Policy* are defined on pages 5 and 6 and have the same meaning wherever they appear.

Please tell *Your* insurance broker immediately if *You* have any questions, the cover does not meet *Your* needs, or any part of *Your* insurance documentation is incorrect.

Please note that *Your* Contract with *Us* and from which *Your Policy* has been prepared is based upon the information on the *Proposal Form* or *Statement of Fact*. *Your* contract is made up of the *Proposal Form*, this booklet, the *Schedule* and the *Certificate of Motor Insurance* and Insurance Disc. *You* should carefully read these documents and contact *Your* insurance broker if any of the information is incorrect or if *You* have any queries. It is advisable to keep all insurance documents in a safe place for future reference.

Duty of Disclosure – You are required to disclosure all relevant information

Your premium is based on the information *You* gave *Us* before *Your* cover started and before *You* renew it. If *Your* circumstances change at any time, *You* must tell *Us* as soon as possible. If *You* are not sure whether *You* need to tell *Us* about certain facts, *You* should give *Us* the information anyway, or contact *Your* Insurance broker for advice. *You* should keep a record of the information *You* give in relation to the *Contract of Motor Insurance*. If *You* did not or do not give full and accurate information, the *Contract of Motor Insurance* may be invalid and *We* may refuse to deal with any claim *You* might make.

Before we can make any payment under this *Policy*, the following conditions must be met:

- the person claiming has complied with all the terms and conditions of the *Contract of Motor Insurance*;
- the premium has been paid;
- there must be no exclusions that are applicable;
- all the information *You* have given and upon which the contract is based is correct and complete.

Relevant information includes (but is not limited to) the following:-

- The information we request in the proposal form
- All drivers medical details or history
- Previous motor insurance claims made by any driver
- Previous convictions obtained by any drivers, motoring or criminal

The consequences of non-disclosure of any information or facts could be:-

- Invalidation or cancellation of *Your Policy* of insurance
- Non-payment of claims
- Difficulty in *You* obtaining another insurance *Policy* elsewhere

In deciding to accept this insurance and in setting the terms and premium, *We* have relied on the information *You* have given *Us* in the *Proposal Form* and the *Statement of Fact*. *You* must take care when answering any questions, *We* ask by ensuring that all information provided is accurate and complete.

If *We* establish that *You* deliberately or recklessly provided *Us* with false or misleading information, *We* will treat this insurance as if it never existed and decline all claims. *We* will not return the premium.

If *We* establish that *You* carelessly provided *Us* with false or misleading information, it could adversely affect *Your* insurance and any claim. For example, *We* may:-

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. *We* will only do this if *We* provided *You* with insurance cover which *We* would not otherwise have offered; or
- amend the terms of *Your* insurance. *We* may apply these amended terms as if they were already in place if a claim has been adversely impacted by *Your* carelessness; or
- charge *You* more for *Your* insurance or reduce the amount *We* pay on a claim in the proportion the premium *You* have paid bears to the premium *We* would have charged *You*; or
- cancel *Your* insurance in accordance with the “*Cancelling Your Policy*” section.

We or *Your* insurance broker will write to *You* if *We*:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of *Your* insurance; or
- require *You* to pay more for *Your* insurance.

Your Right to Cancel

Cooling-off Period – *You*, the consumer *, have the right to cancel this *Policy* within fourteen (14) days of the inception date or renewal date or the date *You* receive these *Policy* documents without penalty and without giving any reason.

To do this, *You* must advise *Us* (or *Your* insurance broker) and return the *Certificate of Motor Insurance* and windscreen Disc.

If *You* choose to cancel this *Policy* during the “cooling-off period”, *You* will have to pay a proportional amount of premium for the period of time *You* had insurance cover; provided no claim has occurred since the inception or renewal date.

Please refer to Section 12 (g.) *Cancelling Your Policy* for more cancellation options.

* In accordance with the Distance Marketing Directive (Directive 2002/65/EC), a consumer is a natural person acting for purposes outside his/her trade, business or profession.

DATA PROTECTION AND PRIVACY NOTICE

It is necessary for *Us* to process certain information that identifies *You*, or from which *You* can be identified, in connection with this Policy. *We* process personal data about *You* in accordance with *our* privacy statement, which can be found at www.arb.ie or which can be requested by email compliance@arb.ie or by post ARB Underwriting Ltd, Suite 1, The Cube Offices, BSQ, Dublin 18 D18 RF44 from *us* at any time. If you give us personal data about another living, individual then *You* must explain to that person that that *You* are giving us their personal data, what *You* are giving us, and why, and *You* must confirm that they fully understand that we will be processing their personal data in accordance with the *our* privacy statement.

COMPLAINTS NOTICE

Any complaint should be addressed to :

Motor Manager
ARB Underwriting Ltd
Suite 1
The Cube Offices
BSQ
Dublin 18
D18 RF44
Tel: +353 1 5257900 E-mail: motor@arb.ie

Your complaint will be acknowledged, in writing, within 5(five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40(forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO) . The contact details are as follows :

Financial Services and Pensions Ombudsman

Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland
Tel : + 353 1 567 7000
E-Mail : info@fspo.ie
Website: www.fspo.ie

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

YOUR POLICY

The *Contract of Motor Insurance* is a contract personal to *You* and *You* cannot transfer it to anyone else.

We agree to insure *You* under the terms of the *Contract of Motor Insurance* against any liability, loss or damage that occurs within the *Geographical Limits* during the *Period of Insurance* for which *You* have paid, or agree to pay, the premium.

Unless *We* have agreed otherwise with *You*, this insurance is governed by Irish Law.

All monies which become or may become payable by *Us* under this *Policy* shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. The appropriate Stamp Duty will be paid in accordance with the provisions of Section 113 of the Finance Act 1990 (as amended).

DEFINITIONS

The following words or phrases have the same meaning wherever they appear and are shown in “italics” throughout this *Policy*.

Car entertainment equipment - The manufacturer fitted in car equipment.

Certificate of Motor Insurance – The Statutory certificate required under the Road Traffic Acts which evidences of *Your* insurance. It is one part of the *Contract of Motor Insurance*. It shows the vehicle *We* are insuring, who may drive the *Insured Vehicle*, what it may be used for and the *Period of Insurance*.

Contract of Motor Insurance - The *Policy*, the *Schedule* (including *Endorsements*), the *Certificate of Motor Insurance*, the information *You* gave *Us* in the *Proposal Form* or *Statement of Fact* and declarations that *You* have made, all form the *Contract of Motor Insurance*.

Endorsement - Something which alters *Your* insurance cover. *Your* cover will be affected by any *Endorsement* that is shown on the *Schedule*. (Such *Endorsements* may add exclusions to the cover or require *You* to take action such as fitting approved security.) More than one *Endorsement* may apply.

Excess - The amount *You* have to pay towards each claim *You* make under the *Contract of Motor Insurance*. There may be more than one *Excess*, part of which may be voluntary (where *You* have chosen to take an *Excess* to receive a discount on *Your* premium).

General Conditions - These describe *Your* responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the *Contract of Motor Insurance* is cancelled.

General Exclusions - These describe the things that are not covered by the *Contract of Motor Insurance*. They are in addition to the exclusions shown under the headings ‘What is not covered’ in each of the Sections detailing the cover provided.

Geographical Limits - The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands or in the course of transit from the above to any European ports by sea or whilst

being transported on the Channel Tunnel shuttle. We will also provide the minimum legal insurance required by law to use the Insured Vehicle in any European Union country and any other country which has made arrangements to meet the minimum insurance requirements set by the European Union as described in Section 5. The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands or in the course of transit from the above to any European ports by sea or whilst being transported on the Channel Tunnel shuttle.

Insured Vehicle - The vehicle shown on the current *Schedule* and *Certificate of Motor Insurance*.

Insured Driver - You and any person named on the *Schedule* and/or *Certificate of Motor Insurance*.

Market Value - The cost of replacing the *Insured Vehicle* at the date of the accident or loss with one of a similar make, model, age, condition and mileage. We will usually ask an engineer to give Us advice about the *Market Value* of the *Insured Vehicle*, refer to guides of vehicle values and any other relevant sources. We will not pay VAT or excise tax if You are registered for VAT. In assessing the *Market Value*, we will consider the amount that could reasonably have been obtained for the *Insured Vehicle* if You had sold it immediately before the accident, loss or theft.

Period of Insurance - The length of time covered by the Contract of Motor Insurance, as shown on the current *Schedule* and *Certificate of Motor Insurance*.

Personal effects – Personal articles belonging to the Insured Driver other than portable communication devices, mobile phones, portable in car entertainment or portable navigation devices unless locked in a glove compartment or out of sight in a locked covered boot. If we make a payment under this section it will not affect your no-claims bonus provided the car is locked and has any fitted alarm and/or immobiliser working at the time of the incident

Policy - This booklet which sets out the details of cover and all the terms and conditions that apply. It is one part of the *Contract of Motor Insurance*.

Proposal Form - The document filled in by You, or on Your behalf by an insurance broker or someone else, and all other information You gave and declarations made at the time the insurance was arranged and on which We have relied when agreeing to offer the Contract of Motor Insurance.

Road Traffic Acts - The Road Traffic Acts 1961 to 2018, as amended, all equivalent Road Traffic legislation in other jurisdictions to which the cover under this policy may apply, all relevant Statutory Instruments and all relevant EU legislation.

Statement of Fact - The form that shows the information that You gave Us or that was given on Your behalf at the time You applied for insurance.

Schedule - Forms part of the *Contract of Motor Insurance* and confirms details of You, the Insured Vehicle and the cover that applies. It is one part of the *Contract of Motor Insurance*.

We, Our, Us - The Insurer or Insurers named as the Vehicle Insurer on the *Certificate of Motor Insurance*.

You, Your - The person named as the Insured on the *Schedule* or as the *Policyholder* on the

Certificate of Motor Insurance.

YOUR COVER

The current *Schedule* shows what *You* are covered for. The different kinds of cover are Comprehensive (COMP), Third Party Fire and Theft (TPFT) or Third Party Only (TPO).

USE

The *Contract of Motor Insurance* only covers *You* if *You* use the *Insured Vehicle* in the way described in *Your Certificate of Motor Insurance* (under 'Limitations as to Use') and any *Endorsements*.

Your *Schedule* shows what cover is in force. The different kinds of cover are:

If your Cover is:	The following applies:
Comprehensive	The entire Policy
Third party Fire and Theft	The entire Policy, excluding Section 2, 6, 9
Third Party Only	The entire Policy, excluding Sections 2, 3, 6, 7, 8, 9

Section 1

Liability to Others: Third Party Cover

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *We* will insure *You* (except as hereinafter excluded) for damages, costs and expenses *You* legally have to pay to another person as a result of an accident while an *Insured Driver* is driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if an *Insured Driver* kills or injures other people. *We* will also insure *You* for *Your* legal liability for damage to their property (including any related indirect loss). *We* will also insure *You* while the *Insured Vehicle* is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the *Insured Vehicle* by towing equipment made for this purpose.

What is not covered

- Damages to the insured driver .
- Loss arising from or damage to the *Insured Vehicle*, caravan, trailer or broken-down car.
- Any amount above €30,000,000 per vehicle subject to an aggregate limit of €90,000,000 for damage to other people's property (including any related indirect loss) in respect of claims arising from a single event, if the *Insured Vehicle* is a Private Motor Vehicle.
- Any amount above €2,500,000 per vehicle for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Commercial Vehicle or a small Public Service Vehicle.
- Property belonging to (or in the care of) *You* or *Your* passengers or any property in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the *Insured Vehicle* or to any person being carried in or on, or getting into or out of, a caravan, trailer or broken-down car.
- Legal liability when *You* are towing the caravan, trailer or broken-down car for profit.

- If *Your* current *Certificate of Motor Insurance* states that business use is allowed, liability for death or injury to any employee of *You* or the *Insured Driver*, arising during the course of their employment, except where needed by law.
- Liability for death, injury or damage resulting from using the *Insured Vehicle* or any machinery attached thereto as a tool of trade.
- Loss or damage to any bridge, *Weighbridge*, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the *Weight* or vibration of the *Insured Vehicle* or its load.
- Liability for death, injury or damage when the *Insured Vehicle* is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the *Insured Vehicle*.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the *Insured Vehicle*, or any load spilling from or shifting in the *Insured Vehicle*.

Insuring Others

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *we* will also insure the following people under this Section

- Any person *You* allow to use the *Insured Vehicle* as long as *Your* current *Certificate of Motor Insurance* states that they can and they are not excluded from driving by an *Endorsement* shown in the *Schedule*.
- Any person (other than the person driving) being carried in, or getting in or out of, the *Insured Vehicle* or any person who causes an accident while they are travelling in, or getting in or out of, the *Insured Vehicle*.
- *Your* employer or business partner (but only if *Your* current *Certificate of Motor Insurance* states that business use is allowed).
- If anyone covered by the *Contract of Motor Insurance* dies, *We* will cover their legal representative to deal with any claims made against that person's estate.

What is not covered

- Legal liability if *Your* current *Certificate of Motor Insurance* does not cover the person using the *Insured Vehicle* or if the person using the *Insured Vehicle* is excluded from driving or using the *Insured Vehicle* as a result of the *General Exclusions*, *General Conditions* and *Endorsements*.
- Legal liability if *Your* employer or business partner is using the *Insured Vehicle* and *Your* current *Certificate of Motor Insurance* does not state that business use is allowed.

Costs of Legal Representation

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, if *We* agree in writing first, *We* may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this *Policy*;

- The solicitor's fee for representing anyone *We* insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.

- The reasonable costs of legal services *We* arrange for defending *You* against a charge of manslaughter or causing death by dangerous driving.

What is not covered

- Legal costs associated with the appeal of a prosecution by a *Policyholder*, unless *We* have given prior written consent.
- Any costs which have not first been agreed in writing by *Us* or arising from a claim caused by an accident which is not covered under this *Policy*.
- Any costs where *We* have chosen to stop payments or arising from a claim which is not covered as a result of the *General Exclusions, General Conditions and Endorsements*.

European Union (EU) Compulsory Cover -

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *We* will provide the minimum insurance necessary to allow *You* to use the *Insured Vehicle*;

- in any country which is a member of the EU; and
- in any other country which has made arrangements to meet the minimum insurance needed in the EU.

What is not covered

- Cover that is more than the legal minimum that applies to the country concerned.

Driving other cars

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, if *Your Certificate of Motor Insurance* so states, *We* will insure *You* to drive any Private Car that *You* do not own and have not hired under a hire purchase or leasing agreement, provided *You* have the owner's permission to do so.

What is not covered

- Legal liability unless *Your Certificate of Motor Insurance* states that *You* are covered to drive other cars.
- Driving without the owner's permission.
- Legal liability which is covered by any other insurance which covers *You* to drive the other car or when *You* no longer have possession of the *Insured Vehicle* or it has been damaged so much that it is not worth repairing or has been stolen and *You* have not got it back.
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Driving under this extension whilst outside the Republic of Ireland.
- Driving the other vehicle as part of your profession if you are a repair professional.

Section 2

Accidental Damage (excluding fire and theft)

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *We* will cover *You* for loss or damage to the *Insured Vehicle*. This includes standard accessories fitted by the manufacturer at time of production.

What is not covered

Any loss or damage that is not covered under the Fire and Theft Section of this *Policy*, except for malicious damage. *We* also do not cover the following:

- *Wear and tear*
- *Depreciation*
- *Mechanical, electrical, electronic or computer breakdown, failure or malfunction*
- *Damage to tyres caused by Wear and tear, braking, punctures, cuts or bursts.*
- *Damage caused by frost, unless You have taken reasonable care (for Reasonable care we would expect a common sense approach and in addition following the manufacturer's instructions to avoid liquid freezing in Your vehicle) to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in Your vehicle.*
- *Any amount in excess of 10% (ten percent) of current Market Value in respect of repairs and labour costs incurred as a direct result of the Insured Vehicle being filled with the wrong fuel.*
- *Damage caused by wrong lubricant being used.*
- *Losses sustained through not being able to use Your vehicle.*
- *Any amount above €190 for fitted in car entertainment equipment.*
- *The amount noted as Excess on the Schedule effective at the time of any incident.*
- *Any amount above €1500 in respect of Fire Brigade charges (in line with the Fire Services Act 1981) for putting out a fire in Your vehicle if said fire gives rise to a valid claim under Your Policy, or for removing the driver or passengers from Your vehicle using cutting equipment.*

No sums will be paid if *You* do not have cover under this Section.

Section 3

Fire and Theft

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *We* will cover *You* for loss or damage to the *Insured Vehicle* that is caused by fire, lightning, explosion, theft or attempted theft. This includes standard accessories fitted by the manufacturer at the time of production.

What is not covered

- *Any vehicle which is not the Insured Vehicle and any loss or damage if You do not have cover under this section.*
- *Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakage.*
- *Compensation for You not being able to use the Insured Vehicle, any delay where We have to get new parts or accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason.*
- *Any other indirect loss.*
- *Any extra parts or accessories beyond the amount for which You have insured the Insured Vehicle.*

- Loss or damage if *You* have not taken reasonable care to protect the *Insured Vehicle*, (see 'Care of the Vehicle' under the *General Conditions*), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossessing the *Insured Vehicle* and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the *Insured Vehicle* or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the *Insured Vehicle* being taken or driven by a person who is not an *Insured Driver* but is a member of the *Policyholder's* family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage caused deliberately by *You* or any person driving the *Insured Vehicle* with *Your* permission.
- Loss or damage resulting from using the *Insured Vehicle* or any machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by *You* or any person driving the *Insured Vehicle* without *Your* permission.
- Malicious damage.
- Any additional damage resulting from the *Insured Vehicle* being moved by *You* after a fire or theft.
- Any amount above €190 for fitted *car entertainment equipment*.
- Any storage charges unless *You* tell *Us* about them and *We* agree in writing to pay for them.
- Keys, remote control or security devices (whether lost or stolen).
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment, portable sat nav equipment or games consoles, DVDs and DVD players.
- VAT if *You* are VAT registered.
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident.
- Tools of trade.
- Any amount above €1500 in respect of Fire Brigade charges (in line with the Fire Services Act 1981) for putting out a fire in *Your* vehicle if said fire gives rise to a valid claim under *Your Policy*, or for removing the driver or passengers from *Your* vehicle using cutting equipment.
- Loss or theft of currency, cash and other valuables not justifiable by the insured.

No sums will be paid if *You* do not have cover under this Section.

SETTLING CLAIMS - SECTIONS 2 & 3

Theft

You must notify *Us* of the theft of the *Insured Vehicle* within 48 hours of the theft. *We* will treat the *Insured Vehicle* as stolen if it has not been recovered thirty (30) days after *You* reported the theft to *Us*. It must still be missing when *We* pay *Your* claim. *You* must report the theft to the Gardai as soon as it is discovered and provide *Us* with *Your* vehicle keys and all the documentation *We* ask for when *You* make *Your* claim. If the *Insured Vehicle* is stolen and *You* later get it back, or discover where it is, *You* must tell *Us* straight away.

Repairs after an accident or theft

We will pay the reasonable cost of protecting the *Insured Vehicle* and getting an authorised agent to take it to the nearest suitable repairer or another safe place if *You* cannot drive the *Insured Vehicle* after an accident or theft. *We* will not pay the cost of any transport outside the Republic of Ireland unless *We* agree to do so first. If *We* think that the estimate for repairing the *Insured Vehicle* is

unreasonable, *We* may ask for it to go to another repairer and may move the *Insured Vehicle* to the repairer of *Our* choice.

We may arrange a safe place to keep the *Insured Vehicle* while it is waiting to be repaired or otherwise dealt with.

You must not remove the *Insured Vehicle* if this could cause further damage (*We* will not pay for damage caused in this way). *You* must obtain *Our* permission before ordering any new part/accessory or paying for any transport outside the Republic of Ireland.

How *We* may pay *Your* claim

We may:

- pay for the damage to be repaired; or
- give *You* an amount to replace the lost or damaged car or item; or
- replace *Your* vehicle or any item.

The most *We* will pay

We will pay the least of:

- the *Market Value* of the *Insured Vehicle* less the *Excess* just before the loss or damage happened (with no additional payments for accessories or spare parts);
- the amount for which *You* insured the vehicle for less the *Excess*; or
- the cost of repairing the *Insured Vehicle* less the *Excess*

If any lost or damaged part or accessory is no longer available, the most *We* will pay will be:

- the cost shown in the manufacturer's last price list; and
- the reasonable cost of fitting (the reasonable cost is established by an independent assessor, who will cost the per hour rate of works needed in comparison to the current market rates)

The most *We* shall pay in accordance with the above is referred to as the "Maximum Amount" for the purposes of this Section.

We will not pay for the whole cost of any repair or replacement which leaves the *Insured Vehicle* in a better condition than it was before the loss or damage. If this happens, *You* will have to pay that part of the cost of the repair or replacement, which exceeds the Maximum Amount referred to above.

Total Loss (Write Off)

If *We* choose to pay *You* the *Market Value* of the *Insured Vehicle*, or the amount for which *You* insured it, *You* must send *Us*

- the *Certificate of Motor Insurance* and disc,
- the Vehicle Registration Document and
- either National Car Test Certificate (NCT) or the Department of the Environment (DOE) Test Certificate if the *Insured Vehicle* needs one,
- the keys and any other documents *We* ask for before *We* pay *Your* claim.

Once *You* accept *Our* offer or *We* have paid a claim (or both), the *Contract of Motor Insurance* ends, and the *Insured Vehicle* becomes *Our* property. *We* will not refund any unused premium nor will *We* refund any premium when *We* have paid a claim. If *We* identify any fraudulent, false or exaggerated claim such claims will not be paid and the *Policy* will be cancelled.

Financial Interest

If the *Insured Vehicle* is part of a hire purchase or leasing agreement, or belongs to someone else, *We* will settle *Your* claim to the legal owner. When *We* pay them the claim will be settled.

Spare Parts Clause for Imported Vehicles

If Section 2 or Section 3 of this *Policy* are operative and *Your* vehicle, following a valid claim under Section 2 or Section 3 of this *Policy*, requires replacement of parts which are not obtainable or are out of stock from the manufacturers' European representatives or agents, then *You* will bear the additional cost of such replacement parts over and above the price listed in the manufacturers price list at the time of the loss.

Section 4

No Claims Discount

- a) Should no claim arise under this *Policy* during any one complete year of insurance or during a number of consecutive complete years, the Insured upon renewing the *Policy* shall be entitled to a discount from the renewal premium.
- b)
 - i. Any one claim arising out of fire or theft (or any attempt thereat) in one year of insurance shall not result in the discount presently applying being stepped back at the next renewal.
 - ii. Any one claim other than fire or theft arising in one year of insurance, shall result in the discount presently applying being stepped back by two levels at the next renewal.
 - iii. In the event of two or more claims of any type arising in one year of insurance no discount will be allowed at the following renewal.
- c) If the *Policy* provides cover for accidental breakage of the windscreen or of the windows of the *Insured Vehicle* any claims in respect of such damage will not affect the No Claim Discount.

You cannot transfer *Your* No Claims Discount to anyone else.

We may withhold the application of the No Claims Discount in full or part if there are any claims that have not been settled. If *We* recover all *Our* money, the No Claims Discount would apply again. If, where the option is available, *You* decide to pay an additional premium; *You* may protect *Your* no claim bonus. Provided the necessary *Endorsement* appears on *Your Schedule* and subject to the terms of the *Endorsement*, *You* can incur two fault claims in a three year period without affecting *Your* No Claims Discount.

Deferment Clause (applicable to Section 4)

If any claim in the expiring *Period of Insurance* has been disregarded in calculation of the No Claim Discount shown in a renewal *Schedule* *We* may at *Our* option treat such claim as having arisen during the *Period of Insurance* shown in the renewal *Schedule*.

Section 5

Driving Abroad

Unless *You* ask *Us* to extend *Your* cover (Additional Cover Abroad), and pay any extra premium needed, the cover for using the *Insured Vehicle* abroad is very restricted. It does not include loss or damage to the *Insured Vehicle* and, depending on the country concerned, may be very limited with regard to *Your* legal liability to others.

Minimum Insurance

What is covered

We will provide the minimum insurance that applies to the country concerned to allow *You* to use any vehicle covered by this Insurance in:

- Any country which is a member of the EU; and
- Other countries that have made arrangements to meet the minimum insurance set by the EU.

The minimum cover automatically provided by the Contract of Motor Insurance varies from country to country.

What is not covered

- Accidental Damage, fire and theft to the *Insured Vehicle* and all additional coverages not covered by your liability coverage.
- Customs or Excise Duties.

Additional Cover Abroad

What is covered

If *You* let *Us* know before *You* go abroad, and *You* pay any extra premium *We* need, *We* will extend the cover for the *Insured Vehicle* to give the same level of cover *You* have in the Republic of Ireland. *We* will usually give *You* an international motor insurance certificate (Green Card). The insurance will then apply:

- to any country for which *We* have agreed to provide cover; and
- while the *Insured Vehicle* is being transported by rail, sea or air between countries for which *You* have cover. If *You* are travelling by sea, it must be by a recognised sea route and the journey should not take longer than sixty five (65) hours.

What is not covered

- Any loss or damage if *You* have not asked for extra cover and have not paid any premium needed.
- The *Insured Vehicle*, unless it is being used for purposes described in the *Certificate of Motor Insurance*.
- Customs or Excise Duties.
- Using the *Insured Vehicle* abroad for more than a quarter of the *Period of Insurance* or in Excess of four (4) *Weeks* at any one time.

Claims

If the *Insured Vehicle* is involved in an accident, or subject to crime, *You* must tell *Us* immediately.

Section 6

Windscreen and Windows

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *We* will pay to repair a chipped or cracked windscreen or window glass* in the *Insured Vehicle*, or replace a windscreen or window glass* in the *Insured Vehicle* that cannot be repaired, subject to the *Excess* (if applicable). If this is the only damage *You* are claiming for, *Your* No Claims Discount will not be affected.

{*window glass is defined as body glass and/or rear screens only.}

If the windscreen or window is being replaced by an approved repairer, the *Excess* noted on *Your* *Schedule* of Insurance will apply.

If the windscreen or window is being repaired, no *Excess* will apply.

The maximum amount *We* will pay is €380, less the *Excess* (if applicable), in any one *Period of Insurance*, if the windscreen or window glass is replaced or repaired by one of *Our* approved repairers. Refer to *Your* broker for details.

If any other repairer/supplier carries out the repair or replacement, the maximum amount *We* will pay is €100 and no *Excess* will apply in this circumstance.

What is not covered

- Any loss or damage if *You* do not have cover under this Section.
- Any loss or damage as a result of malicious intent, theft or attempted theft.
- Damaged or broken glass in any *Insured Vehicle* that is being insured on a temporary cover basis.
- Damaged or broken glass in sunroofs, panoramic glass, canopy glass, moon roofs, wrap around glass, glass in hood or continuous glass panels.
- Dealer glass which is a specific request by *You*. Dealer glass denotes glass which is dealer sourced as per *Your* request, when OE or OEM standard glass is in stock with an approved repairer. Where OE or OEM equivalent glass is not available for fitment, dealer glass is permitted at no extra cost to *You*.
- Damaged or broken mirror glass or lights or lenses or internal glass;
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's visibility, or the security of the *Insured Vehicle*, is affected.
- The extra cost of replacing glass that is not in accordance with the manufacturer's specification for the *Insured Vehicle*;
- VAT, if *You* are VAT registered.

No sums will be paid if *You* do not have cover under this Section. Please check your *Schedule of Insurance*.

Section 7

Personal Effects

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, *We* will cover *You* against loss of or damage to personal effects while in or on the *Insured Vehicle* by fire or by theft (or attempted theft) or by accidental means. Provided that:

- a) the total liability shall be limited to €350 in respect of any one occurrence
- b) any sums due and payable to any person other than the *Policyholder* shall be paid direct to such other person and such payment will be deemed to be in full and final settlement of said claim.

Exceptions

We shall not be liable in respect of loss of or damage to :

- i. money stamps tickets documents or securities
- ii. currency, cash and other valuables
- iii. goods or samples carried in connection with any trade or business
- iv. loss of or damage to radio telephones satellite navigation systems televisions or DVD/Video Recorders, their component parts or ancillary equipment or parts unless permanently attached to the *Insured Vehicle* and declared to and accepted by *Us*.

No sums will be paid if *You* do not have cover under this Section. Please check your *Schedule of Insurance*.

Section 8

Temporary Replacement Car

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, if the *Insured Vehicle* is out of use as a result of loss or damage insured under this *Policy* We will cover *You* in respect of any hiring charges incurred in obtaining a temporary replacement car from any recognised self-drive hire operator. The cover under this Section is limited to €200 in respect of any one occurrence and shall not apply where the only damage sustained is breakage of glass in the windscreen or windows.

The cover and benefits granted by this *Policy* (other than Section 9) shall not apply in respect of the car hired under the provision of this Section.

Section 9

Personal Accident

What is covered

Subject otherwise to the policy terms, conditions, exclusions and endorsements applicable, if the *Insured Vehicle* is involved in an accident while an *Insured Driver* is driving, and as a result of that accident, the *Insured Driver* is:-

- killed, or
- suffers total loss of one or more limbs, or
- suffers permanent blindness in one or both eyes

We will pay an amount to the *Insured Driver* or to his/her legal representatives, up to a maximum of €5000 per accident.

The car accident must have involved the *Insured Vehicle* and must have directly caused the aforementioned death, loss of limb(s) or permanent blindness, within a period of three (3) months of the date of the accident.

What is not covered

- No sums will be paid under this *Policy* if the *Insured Driver* was driving any vehicle other than the *Insured Vehicle*.
- No sums will be paid under this *Policy* if *You* do not have cover under this Section.
- No sums will be paid under this *Policy* to the *Insured Driver* if he/she failed to abide by the law regarding the use of seat belts.
- No sums will be paid under this *Policy* if the death or bodily injury was caused by:
 - Suicide;
 - Attempted suicide;
 - Self-injury;
 - Drugs;
 - Alcohol;
 - Ingestion of illegal substances;
 - Ingestion of any substance which may induce hallucinogenic conditions;
 - Disease;
 - Physical Sickness;
 - Disability.
- If We insure the *Insured Driver* under any other *Contract of Motor Insurance*, We will only pay amounts due and payable under one contract.

Section 10

Vehicle Sharing Extension

If *You* receive payments or contributions from passengers *You* are carrying in *Your* vehicle for social or other similar purposes as part of a vehicle sharing agreement, *We* will not regard this as the carriage of passengers for hire or reward, provided

- The total payments or contributions received do not involve an element of profit,
- *Your* vehicle is not constructed or adapted to carry more than seven (7) passengers excluding the driver,
- the passengers are not being carried for any business purpose.

Please ask *Your* insurance broker or agent before entering into a vehicle sharing agreement if *You* have any doubt as to whether the agreement is covered by this *Policy*.

Section 11

General Exclusions

These *General Exclusions* apply to the whole of the *Contract of Motor Insurance* and describe the things that are not covered. These apply in addition to the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

Except in so far as is necessary to meet the requirements of the Road Traffic Acts and in which event a right of recovery against the Insured is reserved to the Insurer in respect of any sums paid solely by reason of that necessity, this *Contract of Motor Insurance* excludes any accident, injury, loss or damage caused by or arising from or in connection with the following:

1. Any accident, injury, loss or damage that happens while the *Insured Vehicle* is:
 - used for a purpose for which it is not insured;
 - driven or in the charge of anyone who is not described in the *Certificate of Motor Insurance* as a person entitled to drive or who is excluded from driving by any *Endorsements* or covered by another insurance;
 - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
 - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence or all the conditions of the *Contract of Motor Insurance*;
 - on rails or not on "terra-firma" unless being transported by train, sea or air ferries;
 - kept or used in an unsafe or unroadworthy condition or without a current National Car Test Certificate (NCT) or Department of Environment (DOE) Test Certificate if one is needed;
 - kept or used in any way that breaks any Security requirements imposed by an *Endorsement*;
 - used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
 - used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the *Insured Vehicle*;
 - used in or on restricted areas of airports, airfields or military bases.
2. Any liability that *You* have agreed to accept unless *You* would have had that liability anyway.
3. Anyone who does not meet all the conditions of the *Contract of Motor Insurance*.
4. Any use connected with the motor trade, unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).

5. Hiring out the *Insured Vehicle* for money unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
6. The *Insured Vehicle* being used on any form of racetrack or off-road activity or racing of any description or being used in any contest, competition, rally or speed trial.
7. Any accident, injury, loss or damage caused directly or indirectly by:
 - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
 - earthquake;
 - by weapons or devices designed to explode by modification of the structure of the atom's nucleus;
 - any source of ionising radiation (in particular any radioisotope) intended for use outside a nuclear installation and for which the insured or any person for whose ownership, custody or use the insured is responsible or for whom the insured may be held liable by reason of its design, manufacture or packaging;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous, explosives, chemical, flammable, corrosive or biologically dangerous substances or goods.
8. Any liability, loss or damage caused by explosion, sparks or ashes from the *Insured Vehicle*, or from any trailer or machinery attached to, or detached from, it.
9. Any liability, loss or damage that happens outside the *Geographical Limits* or any proceedings brought against *You* outside the *Geographical Limits* unless they result from using the *Insured Vehicle* in a country which *We* have agreed to extend this insurance to cover
10. Any liability, injury, loss or damage resulting from anything sold, transported or supplied by *You* or on *Your* behalf.
11. Any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the *Period of Insurance* and is:

- sudden;
- identifiable;
- not deliberate; and
- unexpected.

We will consider the pollution to have happened at the time that the incident took place.

12. If an accident occurs and the *Insured Driver* was driving in an unsafe manner, the cover *We* provide for that accident is limited to Section 1 Liability to Others: Third Party Cover.
13. Any accident, injury, loss, damage, cost or expense, except insofar as that which is covered under Section 1 Liability to Others: Third Party Cover or for which *Our* obligations under the Road Traffic Acts require *Us* to be liable:
 - directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
 - directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

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

expense is not covered by this *Policy*, the burden of proving to the contrary shall be upon *You*. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14. Any claim and/or expenses arising out of

- any incident involving the driving of the following vehicles by any driver whose driving is covered by this *Policy*
 - buses or coaches
 - motorcycles (other than on an individual insured basis)
 - public service emergency vehicles,
- ownership, operation, maintenance or any other use of any vehicle for which the principal use is for the carriage of high explosives, inflammable liquids, chemical or other hazardous materials,
- obligatory reinsurances,
- *Excess of Loss* insurances and/or reinsurances except policies with a self-insured deductible,
- Motor Trade Internal Risks.

15. Death or injury to any person travelling in or on any trailer attached or detached from any *Insured Vehicle*.

16. Electronic Date Recognition Exclusion (EDRE)

This *Policy* does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether *Your* property or not;
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether *Your* property or not.

This exclusion 16 applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

17. In respect of any loss damage breakage or destruction to any property or liability directly or indirectly caused by or contributed to by or arising from

- i. the failure or inability of any electronic equipment to
 - a) correctly recognise any data or
 - b) correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
- ii. interruption of or interference with data in electronic equipment or corrupted transmission or corruption of data
- iii. the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
- iv. unauthorised access to a system or data

For the purpose of this Exception data means information represented or stored electronically including but not limited to code series of instructions operating system software programs and firmware.

Section 12

General Conditions

The following *General Conditions* apply to the whole of the *Contract of Motor Insurance*. These describe *Your* responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim. If *You* do not meet the terms and conditions of the *Contract of Motor Insurance*, it could make the cover invalid or mean *We* may refuse to pay *Your* claim.

a. Notification of Claims (including windscreen claims)

Please refer to CLAIMS ADVICE at the end of this booklet and the Section on Settling Claims under Sections 2 and 3.

Before we can make any payment under this Policy, the following conditions must be met and therefore ***You must do the following (or we may not pay Your claim):***

after any accident, injury, loss or damage, whether a claim is to be made or not:

- All accidents involving possible injury, loss or damage must be reported to *Us* within forty eight (48) hours of occurrence. Any writ summons or impending prosecution must be sent and/or notified to *Us* within twenty-four (24) hours or as soon as reasonably possible and a claim form and all relevant documentation must be submitted within seven (7) days from the date of occurrence.
- ring *Your* insurance broker within twenty-four (24) hours or as soon as reasonably possible, (if *You* do not tell *Us* within twenty-four (24) hours or as soon as reasonably possible about incidents which might result in claims, *We* may not pay *Your* claim);
- send *Us* a fully completed claim form within seven (7) working days of the accident or loss whether *You* are to blame or not;
- send *Us*, unanswered, every letter *You* receive about a claim as soon as *You* can;
- tell *Us* as soon as *You* know about any prosecution, coroner's inquest or fatal accident inquiry;
- do not discuss any claim unless *You* have *Our* permission to do so in writing;
- not do anything to harm *Our* interests (such as admitting liability or negotiating a settlement) without *Our* written permission; and
- give *Us* and anyone acting on *Our* behalf all the help *We* may need to deal with a claim, including providing all the documents *We* ask for and going to court to give evidence if necessary.

b. Dealing with Claims

We can:

- take over, defend or settle any claims in *Your* name or that of any other person insured by the *Contract of Motor Insurance* and can deal with the claim in any way that *We* think is appropriate;
- take action (which *We* will pay for) in *Your* name or that of any other person insured by the *Contract of Motor Insurance*, to get back money *We* have paid under the *Contract of Motor Insurance*; and
- ask for any information, help and co-operation *We* need from *You* or any other person insured by the *Contract of Motor Insurance*.
- *We* will have the right to take over and in your name, or in the name of any other person insured under the *Contract of Insurance*, defend or settle any claim. *We* may prosecute, in your name or in the name of any other person to recover any amount *We* have paid under this Policy save that any such action will be at our expense and for our benefit. *We* will be decide how any proceedings or settlements are dealt with.

c. Fraudulent, false and exaggerated claims

If *You*, or anyone acting on *Your* behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means *We* will not pay the false or fraudulent claim, or any subsequent claim and we will not return the premium.

d. Right of Recovery

If the law of any country which the *Contract of Motor Insurance* covers requires *Us* to make payments which, but for that law, *We* would not otherwise have paid, *You* must repay the amount to *Us*.

If any claims or other monies are paid to *You* by mistake for any reason, or a claim has been paid which *We* later find to be fraudulent, false or exaggerated, *You* must repay the amount paid to *Us*.

If *We* have refunded any premium following cancellation, *We* can take any money *You* owe *Us* from any payment *We* make.

e. Care of the Vehicle

If required by law, the *Insured Vehicle* must be covered by a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Test Certificate. *You* must take all reasonable precautions to avoid loss of or damage to the *Insured Vehicle*. For example, *You* should remove it to a safe place as soon as possible if it breaks down. *You* should also take all reasonable care of the keys to the *Insured Vehicle* to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the *Insured Vehicle* is left at any time whatsoever (regardless of whether the vehicle is still within *Your* sight) and make sure *You* do not leave belongings on display. *You* should close all the windows and sunroofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted.

Endorsements may apply to *Your* cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, *We* will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the *Insured Vehicle* is left unattended.

If *You* do not take reasonable care of the *Insured Vehicle* and meet any security requirements, the *Contract of Motor Insurance* may no longer be valid and *We* may not pay any claim. *You* or any other person covered by this insurance must do the following:

- Protect the *Insured Vehicle* from loss or damage.
- Keep the *Insured Vehicle* in an efficient and roadworthy condition.
- Not move or drive the *Insured Vehicle* in a way likely to affect safe driving or control or in a way that could cause loss or damage to it.
- Not move or drive the *Insured Vehicle* after an accident, fire or theft if to do so may cause additional damage.
- Allow *Us* to examine the *Insured Vehicle* at any reasonable time.

f. Cancelling Your Policy

You may cancel the *Contract of Motor Insurance* at any time by telling *Us* or *Your* Insurance broker in writing and sending *Us* *Your Certificate of Motor Insurance* and Windscreen Disc. If *You* or someone else has not made a claim in the current *Period of Insurance*, *We* work out the time *You* have been covered less any new business or renewal fee and use the period from the date the insurance started to the date *We* receive *Your Certificate of Motor Insurance* and Windscreen Disc.

We will not refund any of *Your* premium if the *Contract of Motor Insurance* is cancelled following a claim whether settled or not.

We or Our authorised agent may cancel the *Contract of Motor Insurance* by giving You ten (10) days' notice in writing to Your last known address.

We will only do this for a valid reason. Examples of valid reasons are (but not limited to):-

- non-payment of premium;
- a change in the risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation requested by Us or Your broker;
- threatening or abusive behaviour or the use of threatening or abusive language.

If We do this, We will refund part of Your premium for the *Period of Insurance* left after the cancellation date, less any new business or renewal fee, as long as You or someone else has not made a claim under this *Policy*. If We or Our authorised agent cancel the *Contract of Motor Insurance* because You have not paid the premiums on time, We will not refund any part of the premium You have already paid.

In all cases, You must return the *Certificate of Motor Insurance* and Windscreen Disc to Us as soon as You receive notice of cancellation. We will not pay any refund until We receive the *Certificate of Motor Insurance* and Windscreen Disc, or if You or someone else has made a claim under the *Contract of Motor Insurance*. If You produce a cancelled *Certificate of Motor Insurance* and Windscreen Disc to any person with the intention of deceiving that person into accepting it as genuine, You may be prosecuted. There may be a cancellation fee of €20 applicable to any refunds.

g. Other Insurance

If You claim for anything that is covered by another insurance, We will only pay any amount You cannot get back from the other insurance up to the limits of the *Contract of Motor Insurance*.

h. Drivers' Obligations

We will NOT cover You under this *Policy* in the event of any accident, claim, loss, damage or injury where:

- There has been any breach in the terms, exceptions and conditions of the *Policy* which is directly relevant to the claim.
- The *Insured Vehicle* is used in a manner which is contrary to the manufacturers' design, including the carriage of passengers that exceeds the recommended or designed seating capacity.
- The *Insured Vehicle* is driven by an *Insured Driver* who does not hold a licence to drive the *Insured Vehicle* or having held such licence is disqualified from holding or obtaining such licence.
- The *Insured Vehicle* is used for a purpose contrary to the Limitations as to Use on the *Certificate of Insurance* and/or the use declared on the *Proposal Form*.
- You allow Your vehicle to be driven by a person not covered under this *Policy*.
- The *Insured Vehicle* is driven by a person under the influence of illegal or hallucinogenic substances, whether prescribed or not, or under the influence of alcohol.

i. Altering Your Insurance Cover

You must tell Us as soon as possible about any changes which affect Your insurance. If You do not, Your insurance may not cover You fully or at all. You should contact Your Insurance broker for advice about changes. You may have to pay an extra premium.

j. Suspension of Cover

Cover under all Sections of this *Policy* may be suspended by telling *Us* or *Your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *Us* or *Your* Insurance Adviser.

We will refund a pro-rata premium for the period cover is suspended, less a €20 fee, provided:

1. no claim or loss has been made in the current *Period of Insurance*.
2. cover is suspended for at least thirty (30) consecutive days and for not more than ninety (90) days.

k. Vehicle Laid Up

Cover under Section 1 of the *Policy* may be suspended by telling *Us* or *Your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *Us* or *Your* Insurance Adviser with a written confirmation that *You* wish to do so. *We* will refund 70% of the premium for the period cover is suspended, less a €20 fee. Any return premium due to *You* under Suspension of Cover or Vehicle Laid Up is subject to:

1. no claim or loss has been made in the current *Period of Insurance* and
2. cover is suspended for at least thirty (30) consecutive days and for not more than ninety (90) days.

If the Suspension or Laid Up period exceeds the expiry date of the *Policy* then full cover will be reinstated from the renewal date.

Please contact *Your* broker if *You* are unclear or have queries relating to the suspension of *Your Policy* including laid up first and theft cover.

l. Our right to contact You

Subject to compliance with applicable law and regulation, *We* reserve the right to contact *You* directly, or through *Our* authorised agent, at any time in order to satisfy any legal obligation placed on *Us* to do so.

Section 13

Endorsements

BA: Breakdown Assistance

Breakdown Assistance cover is included as standard under this *Policy* if noted on *Your Schedule* of insurance as issued by *Us*. If applicable, refer to *Your Breakdown Assistance Policy Booklet* for terms and conditions.

EN01: Protect No Claims Discount

In accordance with Section 4 (paragraph 4) of *Your Policy* *Your* No Claims Discount will not be reduced in the event of no more than two (2) fault claims occurring under *Your Policy* during any three (3) year period preceding the expiry date of the current *Period of Insurance*.

Claims under Section 6 of the *Policy* are not taken into account.

EN02: Tracker & Immobiliser/Alarm Warranty

No cover is provided under Section 3 of *Your Policy* unless;

The *Insured Vehicle* is fitted with an Immobilising Device, and that evidence of installation has been submitted and accepted by *Us*, and that the device is activated when the vehicle is left unattended.

And

The *Insured Vehicle* is fitted with a Tracking Device, and evidence of installation has been submitted and accepted by *Us*, and that a valid Air Time contract is in operation at all times.

EN06: Windscreen Cover

Section 6 of this *Policy* operates when the cover selected is Third Party Fire & Theft, and Windscreen Cover has been selected and the appropriate premium has been paid.

END1: Young and Inexperienced Drivers

The additional *Excess* shown below applies to all young and inexperienced persons. Unless otherwise stated in an *Endorsement* to this *Policy*, the *Excess* applies only to claims for accidental damage to the *Insured Vehicle*. An additional *Excess* applies if the driver or last person in charge of the vehicle for the purpose of driving is aged twenty one (21) or over and is inexperienced. Inexperienced means a person who does not hold a full ROI / EU driving licence or has held such a licence for less than one (1) year.

You will find all *Excess* applicable to *Your Policy* noted on the *Schedule* of insurance issued with *Your* Insurance certificate and disc. If *You* have not received *Your Schedule* of insurance please contact *Your* broker. If *You* have questions relating to *Your Excess* breakdown please contact *Your* broker to discuss.

Section 14

CLAIMS ADVICE

There are some important notes that *You* should be aware of if *You* are involved in an accident or *Your* vehicle is stolen.

Accident

- Give *Your* name, address and insurance details to any attending Garda or police officer and any other party involved in the accident.
- Get the name, address, phone number, vehicle registration and any other information *You* can from the other driver or drivers, passengers, witnesses and any attending Garda or police officer.
- Note the exact location and any relevant road signs and markings.
- If there is an injury and *You* did not give *Your* details at the scene, report the incident to the Gardai within 24 hours.

Theft

- Report the theft to the Gardai immediately and take a note of the Garda's name, number, station and crime book reference number if applicable.
- If *You* know where the vehicle is after its theft, make sure that it is safe and secure.

After any accident or theft, report the incident immediately to *Your* insurance broker.

Repairs

If *You* have Accidental Damage or Fire and Theft cover as detailed in Sections 2 & 3 and: if the vehicle can still be driven

- After telling *Your* Insurance broker about the incident *You* will receive an Accident or Theft Report Form which *You* should complete and return as soon as possible with two estimates for repair.
- We will give permission for the repairs to be carried out after reviewing the estimates provided.
- *You* must not authorise repairs without *Our* written permission.

if the vehicle cannot be driven

- We will arrange for a repairer to collect the vehicle and for an engineer to inspect it.

- *You* should remove all *Your* personal belongings, documents, goods and tools of trade as *We* may move the vehicle to a safe place while it is waiting to be repaired or otherwise dealt with.

Excess/VAT

- *You* must pay the relevant *Excess* or VAT (if *You* are VAT registered) direct to the repairer when *You* collect the vehicle.