

Your Motor Policy

CHUBB®

Masterpiece® Motor



# Thank you for choosing Masterpiece<sup>®</sup> Motor

Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. Masterpiece was launched in Ireland in 1998.

Our trademark three-step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- First, we agree the value of your car upfront each year, so that you know the exact sum we will pay if it is a total loss
- Then, we offer a remarkable combination of cover and service
- Finally, we aim to pay claims fast. Our claims team is available round-the-clock to provide fast, fair and fussfree support

Our Home insurance shares a similar three-step approach, with an expert home appraisal, worldwide all risks property cover with few restrictive conditions and the legendary Chubb claim service.

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we create certainty.

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



**Jeremy Miles**  
*Chubb Private Client Manager for Europe*

# Contents

<u>Your Policy</u>	5
<u>Introduction and Policy Definitions</u>	6
<u>Making a Claim and Key Contact Details</u>	9
<u>Policy Conditions</u>	14
<u>Policy Exclusions</u>	21
<u>Comprehensive Vehicle Cover</u>	24
<u>Vehicle Physical Damage Cover</u>	24
<u>Vehicle Third Party Liability Cover</u>	32
<u>ARAG European Motor Assistance Cover</u>	36
<u>LawShield Motor Legal Expenses Cover</u>	44

## Your Policy

This is Your Policy booklet which should be read alongside Your most recent Policy Schedule, Certificate of Insurance, any Amendment to Cover Notices and any Endorsements. Together they form the contract between You and Us. They explain in detail the covers as well as any conditions You must comply with. Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact Your Insurance Broker in the first instance.

Your Policy booklet details all the covers available when You purchase a personal insurance Policy from Us. You may not have all the covers available; Your Policy Schedule and Certificate of Insurance will show You which covers We are providing and the sums insured where appropriate. If You are interested in increasing or adding elements of cover under this Policy please contact Your Insurance Broker to discuss Your requirements.

If You have home insurance with Chubb You will receive a separate Policy booklet that will need to be read together with Your most recent Policy Schedule, any Amendment to Cover Notices and any Endorsements.

At renewal of Your Policy, You will be provided with an updated Policy Schedule and Certificate of Insurance. If there have been any changes to the cover provided under Your Policy, You will receive either an Amendment to Cover Notice or a complete new Policy booklet.

You are advised to keep Your Policy Schedule, Policy booklet, Certificate of Insurance, Amendment to Cover Notices and Endorsements in a safe place.

**Thank you for choosing Chubb to provide Your motor insurance**

# Introduction and Policy definitions

This is Your Chubb Masterpiece Motor Policy. Together with Your Policy Schedule, Your Certificate of Insurance, Amendment to Cover Notice and Endorsements, it explains Your covers and other conditions of Your Policy in detail. This Policy is a contract between You and Us.

**Please read Your Policy carefully and keep it in a safe place.**

## **Agreement**

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We agree to provide the insurance described in this Policy in return for Your Premium and compliance with all the Policy conditions.

## **Policy Definitions**

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In this Policy, words have their plain English meaning. Throughout the Policy, defined terms will be capitalised when used.

**Amendment to Cover Notice** means the most recent document of this name issued by Us to You.

**Bodily Injury** means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

**Business** means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

**Contents** means unspecified personal property owned by You or a Family Member, or for which You or a Family Member are legally responsible.

**Covered Person** means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

**Covered Vehicle** means:

- any Vehicle described in Your Policy Schedule for which a Certificate of Insurance and Insurance Disc has been issued and which bears the registration mark of that Vehicle and which belongs to You or a Family Member or is under a hire purchase agreement or is leased to You;
- any private vehicle, including a courtesy car, which does not belong to You when used by a Covered Person named on the Certificate of Insurance with the owner's permission, but does not include other vehicles that are furnished or available for the regular use of You or a Family Member;
- any trailer or caravan You own whilst attached to a Covered Vehicle

**Damages** means the sum that is paid or is payable to satisfy a claim settled by Us or resolved by judicial procedure or by a compromise We agree to in writing.

**Endorsement** means a written modification to this Policy issued by Us to You.

**Excess** means that amount We will subtract from any covered loss We pay.

**Family Member** means any member of Your household residing with You.

**Incapacitated** means an inability to function as normal for a period exceeding 30 days as diagnosed by a Physician or authorised mental health professional.

**Intoxication** means having a blood alcohol level exceeding the prescribed limit as decreed by the road traffic Act or local jurisdiction, or under the influence of any illegal substance.

**Insurance Disc** means the most recent Insurance Disc We issued to you in accordance with the road traffic (Insurance Disc) regulations 1984.

**Market Value** means the cost to replace a Vehicle with one of the same make, model, specification, mileage, age and condition immediately prior to the covered loss.

**Medical Expenses** means reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

**Occurrence** means any loss or accident to which this insurance applies which first occurs within the Policy Period. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one Occurrence.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a Patient and who is qualified to provide such medical treatment. A Physician does not include You or a Family Member.

**Policy** means Your entire Chubb Masterpiece Motor Policy, including the Policy Schedule, the Certificate of Insurance, Insurance Disc, Amendment to Cover Notice and Endorsements.

**Policy Period** means the effective dates of this Policy as shown in the Policy Schedule. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

All covers on this Policy apply only to Occurrences that take place during the Policy Period as specified in the Policy Schedule and Certificate of Insurance.

**Policy Schedule** means the most recent Policy Schedule We issued to You.

**Property Damage** means physical injury to or destruction of tangible property, including the loss of its use.

**Territorial Limits** means the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the Territorial Limits.

**Vehicle** means:

- any Vehicle described in Your Policy Schedule for which a Certificate of Insurance and Insurance Disc has been issued and which bears the registration mark of that Vehicle and which belongs to You or a Family Member or is under a hire purchase agreement or is leased to You or a Family Member;
- any private Vehicle, including a courtesy car, which does not belong to You or a Covered Person named on the Certificate of Insurance when, used by a Covered Person named on the Certificate of Insurance and with the owner's permission, but does not include other vehicles kept at the location shown in Your Policy Schedule or available for the regular use of a named driver or a Family Member

**We, Our** and **Us** means Chubb European Group Limited or any other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company.

**You** and **Your** means the person named in the Policy Schedule and a spouse or partner who permanently resides with that person.



## Making a claim and Key contact details

Chubb has in place a written procedure for the effective and proper handling of claims. The procedure provides that:

- a) Where a claim form is required to be completed, it will be issued to You by Us within five business days of receiving notice of a claim;
- b) We will assist in the process of making a claim, including, where relevant, alerting You to relevant policy terms and conditions;
- c) We will maintain a record of all conversations with You in relation to the claim; and
- d) We, while the claim is ongoing, will provide You with updates of any developments affecting the outcome of the claim within ten business days of the development. When additional documentation or clarification is required from You, You will be advised of this, as soon as required, in writing.

### **Making a Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover claim**

To make a claim, in the first instance please contact Your broker or call our telephone numbers listed below.

Our telephone services are manned 24 hours a day, 7 days a week and will:

- recover Your Vehicle to either an approved repairer or a repairer of Your choice following a covered accident;
- arrange for a courtesy car for Your use, following a covered accident, fire or theft;
- inspect and approve repairs on Our behalf;
- clean Your Vehicle following the completion of the repairs;
- return Your Vehicle to You; and
- collect the courtesy car from You

This service has been arranged to manage Your claim from the first notification through to final settlement. At times Our telephone services are manned by Our selected specialist partners.

#### **Calling from inside Ireland:**

1800 242 702

#### **Calling from outside Ireland:**

+353 1472 2098

#### **Email:**

motor-newclaims@chubb.com

#### **Our address:**

Chubb European Group Limited, 5 George's Dock, IFSC, Dublin 1, Ireland

### **Receiving Your Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover claim payment**

You may elect to receive Your claim payment via electronic fund transfer rather than via cheque. This means Your claim payment will be sent directly from our bank account to the bank account which You have provided to Us. When discussing Your claim with Your broker or Us, please provide the name of Your Bank and the applicable Swift or IBAN number.

### **Making a European Motor Assistance Cover claim**

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European Motor Assistance Cover only applies to Your Policy if shown in Your Policy Schedule. This European Motor Assistance Cover is provided by ARAG: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, England, BS8 1NN, a company registered in England and Wales with company number 2585818. It is underwritten by Brit Syndicates 2987 at Lloyd's. Through our partner, ARAG, You have access to a 24 hour Helpline.

In the event of a motor vehicle breakdown, call ARAG on :

**Calling from inside Ireland:**

1800 242 702

**Calling from outside Ireland:**

+353 1472 2098

Please provide the following information:

- the Covered Person's name;
- registration number of the Covered Vehicle;
- the make, model and colour of the Covered Vehicle;
- nature of the Breakdown and location of the Covered Vehicle; and
- if the Covered Vehicle is fitted with alloy wheels.

A breakdown assistance operator will arrange for a recovery operator to come to the Covered Person's assistance as quickly as possible.

### **Making a Motor Legal Expenses Cover claim**

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Motor Legal Expense Cover only applies to Your Policy if shown in Your Policy Schedule. This Motor Legal Expense cover is arranged by Lawshield UK Ltd with UK General Insurance Limited, and underwritten by Inter Partner Assistance SA.

You may call Lawshield 24 hours a day, 7 days a week. We advise You to call Lawshield initially to discuss Your Motor Legal Expenses Cover claim, and You will be advised how to submit the required information.

To contact Lawshield:

**Calling from inside Ireland:**

1800 242 702

**Calling from outside the Ireland:**

+353 1472 2098

Once Your claim has been accepted, Lawshield will aim to recover Your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing Your Vehicle if the amount is below Your Policy Excess amount, Your Policy Excess, compensation following personal injury or other out-of-pocket expenses. Lawshield will sometimes use appointed solicitors to recover Your uninsured losses.

### **Making a Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover Complaint**

We aim to provide customers with the highest possible level of service at all times. If You are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the Policy for You or contact us at:

Private Clients Manager, Chubb European Group Limited,  
5 George's Dock, IFSC, Dublin 1, Ireland

T 01 440 1700

We will seek to resolve any complaints from You. When We receive an oral complaint, We will offer You the opportunity to have this handled in accordance with Our complaints procedure. Chubb has in place a written procedure for the proper handling of complaints. This procedure need not apply where the complaint has been resolved to Your satisfaction within five business days, provided however that a record of this fact is maintained.

At a minimum this procedure must provide that:

- a) We will acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received;
- b) We will provide You with the name of one or more individuals appointed by Us to be Your point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further;
- c) We will provide You with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made;
- d) We will attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, We will inform You of the anticipated timeframe within which We hope to resolve the complaint and will inform You that the matter can be referred to the relevant Ombudsman; We will provide You with the contact details of such Ombudsman; and
- e) Within five business days of the completion of the investigation, We will advise You on paper or on another durable medium of:
  - i) the outcome of the investigation;
  - ii) where applicable, the terms of any offer or settlement being made;
  - iii) that You can refer the matter to the relevant Ombudsman, and the contact details of such Ombudsman

We will maintain up-to-date and comprehensive records for each complaint received from You.

If We are unable to resolve the complaint to Your satisfaction You may refer the matter to the Financial Services Ombudsman (FSO) in Ireland. The FSO can be contacted at the address shown below:

The Financial Services Ombudsman, 3rd Floor,  
Lincoln House, Lincoln Place, Dublin 2, Ireland.  
T 1890 88 20 90  
enquiries@financialombudsman.ie

Referring the matter to the FSO will not affect Your right to take legal action against Us.

### **Financial Services Compensation Scheme**

Chubb subscribes to the Financial Services Compensation scheme of the United Kingdom. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 10th Floor,  
Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

### **Insurance Compensation Fund**

In the event of an insurer such as Chubb being unable to satisfy claims, You may be entitled to compensation from the Insurance Compensation Fund in Ireland. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or €825,000, whichever is the lesser.

### **Making a European Motor Assistance Cover Complaint**

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To make a complaint about European Motor Assistance Cover please call ARAG on 1800 242 702. Please send Your European Motor Assistance Cover complaint to:

ARAG Legal Services, 9 Whiteladies Road,  
Clifton, Bristol BS8 1NN.

If You remain dissatisfied, You may either ask the Financial Services Ombudsman to review Your case, or contact the Insurance Information Service of the Irish Insurance Federation for assistance. They can be contacted at the following addresses:

The Financial Services Ombudsman, 3rd Floor,  
Lincoln House, Lincoln Place, Dublin 2, Ireland.

The Insurance Information Service of the Irish Insurance Federation,  
39 Molesworth Street, Dublin 2, Ireland.

### **Making a Motor Legal Expenses Cover Complaint**

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To make a complaint about Motor Legal Expenses Cover please call Lawshield on **1800 242 702**. Please send Your Motor Legal Expenses Cover complaint to:

Lawshield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WAI 1RL.

If You remain dissatisfied, You may either ask the Financial Services Ombudsman to review Your case, or contact the Insurance Information Service of the Irish Insurance Federation for assistance. They can be contacted at the following addresses:

The Financial Services Ombudsman, 3rd Floor,  
Lincoln House, Lincoln Place, Dublin 2, Ireland.

The Insurance Information Service of the Irish Insurance Federation,  
39 Molesworth Street, Dublin 2, Ireland.

**About Lawshield UK Ltd and Our selected specialist partners**

Lawshield UK Ltd's Motor Legal Expenses Cover and services provided by our selected specialist partners have been arranged by Us for Your convenience. All telephone calls to Lawshield UK Ltd and our selected specialist partners are monitored and recorded as part of our training and quality assurance programmes.

**Registered office**

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Chubb European Group Limited.

Irish registered branch address:  
5 George's Dock, IFSC, Dublin 1, Ireland  
Company Number 1112892.

Registered office:  
100 Leadenhall Street, London, EC3A 3BP, United Kingdom.

Chubb European Group Limited trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct business rules. Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1. Chubb European Group Limited (company number 1112892) is registered in England & Wales with registered offices at 100 Leadenhall Street, London EC3A 3BP

# Policy conditions

This part of Your Policy details the terms and conditions which form part of Your Policy. Please note that these Policy Conditions apply in addition to the Conditions stated in each cover part of Your Policy. Failure to comply with the Policy Conditions may invalidate Your claim.

These conditions apply to Your Policy in general and to each cover in it.

## **Change of risk**

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Whenever during the Policy Period any of the following events occur, You must notify Us immediately thereafter:

- Any change of Vehicle(s) and/or registration number(s)
- Any change of use to any Vehicle listed on your Schedule (e.g. if used for business, or any new drivers)
- Any change in the estimated annual mileage You expect to drive in any one Policy Period
- Any change in the Vehicle, increasing the vehicle performance, speed or brake horse power
- Any change in the security or parking arrangements for Your vehicle(s)
- Any change to You or Your Family Members' occupations or professions
- If You or a Family Member have been convicted of and/or charged with any offence, (other than motoring convictions and/or spent convictions)
- Any motoring convictions or pending prosecutions of You, any named or regular drivers or Covered Persons
- Any change of address relating to the location at which any vehicle listed on Your Schedule is kept
- Any incidents which may result in a claim under this policy which We are not yet aware of

Where one (or more) of the above events occur(s), We will have the right to amend the terms of Your Policy and charge an additional premium, or cancel Your Policy in accordance with our cancellation rights set out at page 19 of this Policy booklet. If You are unsure about whether You need to tell Us something, please speak to Your broker, or tell Us.

## **Misrepresentation**

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You, each Family Member, each Covered Person and anyone acting on Your, any Family Member's or any Covered Person's behalf have a responsibility to take reasonable care not to make a misrepresentation to Us when applying for this Policy or when it is varied. For example, You and they must take reasonable care not to provide information which is false or inaccurate and not to withhold any information. It is important that all information provided over the telephone, in the application and in all other documents is full and accurate.

If You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf:

- provide Us with information which You or they know is, or do not care whether or not it is, false or misleading; and
- know that the matter to which that information relates is, or do not care whether or not it is, relevant to Us, when applying for this Policy or when it is varied, then We can treat this Policy as if it never existed, We can decline all claims and We need not return any premium paid by You

If You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf provides Us with false or misleading information which We rely upon in entering into this Policy and setting its terms and premium or when varying this Policy, We may:

- treat this Policy 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;
- amend the terms of Your Policy. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by You, a Family Member's or a Covered Person's, or anyone acting on Your or their behalf's, carelessness;
- reduce the amount We pay on a claim to the proportion that the premium You have paid bears to the premium We would have charged You had We received full and accurate information;
- cancel Your Policy in accordance with Our cancellation rights set out at page 19 of this Policy booklet

### **Fraudulent claims**

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If You, a Family Member or any Covered Person, or anyone acting on Your, a Family Member's or a Covered Person's behalf:

- knowingly makes a dishonest, fraudulent or exaggerated claim under Your Policy;
- knowingly makes a false statement in support of a claim;
- knowingly provides a false or forged document in support of a claim; and/or
- makes a claim for any loss or damage caused by Your or their wilful act or caused with Your agreement, knowledge or collusion, then We may give You notice that Your Policy will be treated as terminated from the date of any such act, We will not pay any fraudulent claims, We will be entitled to recover from You the amount of any fraudulent claim already paid under Your Policy, legal action may be taken against You and We may inform the Police and any other law enforcement agencies about the claim

### **Policy Period**

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The effective dates of this Policy are shown in the Policy Schedule. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

All covers on this Policy apply only to occurrences that take place during the Policy Period as specified in the Policy Schedule and Certificate of Insurance.

### **Policy enhancements**

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We may extend or broaden the cover provided by this Policy. If We do this during the Policy Period or within 60 days before the Policy Period commences without increasing the premium, then the extended or broadened cover will apply to an Occurrence after the effective date of the extended or broadened cover.

### **Transfer of rights**

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If We make a payment under this Policy, We will assume any recovery rights You, a Family Member or a Covered Person has in connection with that loss, to the extent We have paid for the loss.

All of Your rights of recovery will become Our rights to the extent of any payment We make under this Policy. You, a Family Member or a Covered Person must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give Us all the information and assistance necessary for Us to achieve a settlement.

### **Payments made outside of the terms of the policy**

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If, under the law of any country, We must make a payment that is not covered by Your Chubb Masterpiece Motor policy; We have the right to recover this payment from You or the person who is liable.

### **Application of cover**

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Cover applies separately to You, a Family Member or any Covered Person. However, this provision does not increase the amount of cover for any one Occurrence.

### **Duplicate cover**

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If a loss is covered under more than one part of this Policy, We will pay You under the part giving You the most cover but not under more than one part. In no event will We make duplicate payments.

### **Other insurance**

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When other motor insurance applies to a covered loss under this Policy, Our cover will apply as excess to any other available insurance.

### **Assignment**

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You cannot transfer Your interest in this Policy to anyone else without Our written agreement.

### **Policy changes**

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This Policy can be changed by a written amendment issued by Us or by You with Our agreement.

### **Bankruptcy or insolvency**

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We will meet all Our obligations under this Policy regardless of whether You, Your estate, or anyone else or their estate becomes bankrupt or insolvent.



### **Loss payee**

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If a Third Party is named in this Policy as a “loss payee”, any loss payable will be paid to the loss payee and You, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in Your Additional Interests Policy Schedule. We cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on Your part.

If We deny Your claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:

- notifies Us of any change in ownership or substantial change in risk of which the loss payee is aware;
- pays any premium due under this Policy on demand if You have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from Us of Your failure to do so.

All Policy conditions apply to the loss payee. If the Policy is cancelled or not renewed by Us, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect.

If We pay the loss payee for any loss and deny payment to You, then:

- We will be subrogated to all rights of the loss payee granted under the loan on the property; or
- at our option, We may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, We will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee’s claim.

### **Care of Your Vehicle**

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You must take all reasonable precautions to keep Your Vehicle or Covered Vehicle in an efficient and roadworthy condition and protect it from loss or damage.

### **Insurable interest**

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We will not pay for any loss or damage to any Vehicle or Covered Vehicle, property or possessions in which You, a Covered Person or a Family Member does not have an insurable interest at the time of the loss, meaning they do not suffer any financial or other loss as a result of the loss or damage to the Vehicle, Covered Vehicle, property or possessions.

If more than one person has an Insurable Interest in any Vehicle or Covered Vehicle, covered property or possessions, We will not pay for an amount greater than the Insurable Interest attributable to You, a Covered Person or a Family Member, up to the amount of cover that applies.

### **Vehicle access**

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You must grant Us free access at all reasonable times to examine Your Vehicle.

### **Abandoning property or possessions**

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You, a Covered Person or a Family Member cannot abandon any property or possessions to Us without Our prior agreement, or to a Third Party unless We agree.

### **Protect property**

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You or a Family Member must take reasonable steps to protect Your Vehicle or Covered Vehicle from further damage and make any emergency repairs that are necessary to protect Your Vehicle or Covered Vehicle. You, a Covered Person or a Family Member must also keep an accurate record of expenses incurred. We may not pay for any non-emergency repairs unless prior authorisation has been obtained from Us.

### **Carrier and bailees**

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We will not make any payments under this Policy to the benefit of any carrier or other persons holding damaged property or possessions on Your behalf.

### **Legal action against Us**

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If You have a loss under Third Party Liability Cover, You agree not to bring any action against Us until the obligation has been determined by final judgement or a written agreement by Us.

### **Examination under oath**

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We have the right to examine under oath, as often as We may reasonably require, You, any Family Members and any Covered Persons. We may also ask You, a Family Member or Covered Person to give Us a signed description of the circumstances surrounding a loss and Your or their interest in it, and to produce all records and documents We request and permit Us to make copies.

### **Cancellation following non-payment of premium**

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If Your Policy premium is not paid when due, Your Policy will be considered void and of no effect. We will not pay any claim under Your Policy unless You have paid Your Policy premium.

If You pay Your Policy premium by monthly instalments and an instalment remains unpaid after 14 days, We may cancel Your Policy from the date the last instalment was due and We will not pay any claim made relating to an Occurrence during the period when the premium was unpaid. If the initial instalment premium has not been paid, Your Policy will be considered void and of no effect and We will not pay any claim under Your Policy.

In the event of cancellation following non-payment of premium, You must immediately return the Certificate of Insurance and Insurance Disc to Us. In the absence of Your Certificate of Insurance and Insurance Disc, You must immediately complete and return a Lost Certificate and Lost Disc Declaration to Us. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by You.

### **Your cancellation**

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You may cancel Your Policy at any time by giving Us 7 days notice in writing and returning to Us the Certificate of Insurance and the Insurance Disc. In the absence of Your Certificate of Insurance and Insurance Disc, You must complete and return a Lost Certificate and Lost Disc Declaration to Us. Any return premium will be calculated on a pro-rata basis relating to the time on risk, and will depend upon any claims made by You.

### **Our cancellation**

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We may cancel Your Policy for any valid reason by giving You 14 days' written notice by recorded delivery at Your last known address. Valid reasons include but are not limited to;

- Changes in the information on which the insurance was based
- Government Financial Sanctions
- Misrepresentation, or fraudulent claims

You must immediately return the Certificate of Insurance and Insurance Disc to Us. In the absence of Your Certificate of Insurance and Insurance Disc, You must immediately complete and return a Lost Certificate Declaration and Lost Disc Declaration to Us. Any return premium will be calculated on a pro-rata basis relating to the time on risk and will depend upon any claims made by You.

### **Refund**

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In the event of cancellation by You or by Us, We will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis relating to the time on risk, and will depend upon any claims made by You. However, We will not refund any premium in the event We have paid a claim for a lost or totally destroyed Vehicle.

### **Appeals**

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If You, a Family Member or a Covered Person or any other insurer, does not appeal a judgement for Covered Damages, We may choose to do so. We will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for Damages will not be increased.

### **Choice of Law**

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You and We are free to choose the laws applicable to this policy. We propose to apply the laws of Ireland and by purchasing this Policy, You have agreed to this.

### **Data Protection Notice**

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Chubb collects and processes personal information about You, such as Your name, Your address, Policy number and any other personal details You provide to Us (directly or through Your broker) in order to provide You with insurance and claims services. We will treat this information in accordance with applicable data protection law.

For Policy administration purposes, We will use and store Your personal information on an electronic database, which may also be available to other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company operating outside Europe. We have taken reasonable measures to protect Your personal information once it is transferred outside Europe in accordance with their normal data security policies. We may also disclose Your personal information to third parties, such as premium collection agencies, reinsurers, external lawyers and claims administrators, to facilitate the provision of insurance and claims services to You, or as allowed by law, or as requested or required by regulatory bodies.

### **Insurance Act**

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

### **Stamp duty**

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Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of the composition agreement entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

### **Duties after a loss**

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In case of a loss which this Policy may cover, You, a Covered Person or a Family Member must perform the following duties for cover to apply:

#### **Notification**

You, a Covered Person or a Family Member must notify Us or Your broker of the loss or damage as soon as possible.

In case of theft or accidental loss You, a Covered Person or a Family Member must also notify the Police or other similar competent authority as soon as possible. Every communication relating to a claim must be sent to Us without delay. You must also tell Us if You know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone where cover is provided by this Policy. No negotiation, admission or refusal of any claim must be entered into without Our consent.

#### **Co-operation**

You, the Family Member or the Covered Person must co-operate with Us fully in any legal defence. This may include any association by Us with You or the Covered Person in defence of a claim reasonably likely to involve Us.

#### **Proof of loss**

You, a Covered Person or a Family Member must submit to Us, within 60 days after We request, a signed, sworn proof of loss which documents, to the best of Your or their knowledge and belief:

- the time, cause and full circumstances of loss;
- interest of the Insured and all others in the Vehicle, property or possessions involved and all security interests in the Vehicle, property or possessions;
- other insurance which may cover the loss;
- changes in title or occupancy of the property or possessions during the term of the Policy;
- specifications and repair or replacement estimates for any damaged vehicle, property or possessions. Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under Your Policy

## Policy exclusions

This part of Your Policy details exclusions which apply to each and every part of this Policy. Please note that these Policy Exclusions apply in addition to Exclusions stated in each cover part of Your Policy.

### **Intentional acts**

---

We do not cover any loss, Damages, Bodily Injury or Property Damage arising out of an act intended by You, a Family Member, a Covered Person or by a person directed by You, a Family Member or a Covered Person to cause physical damage to the Vehicle or Covered Vehicle, Bodily Injury or Property Damage, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person.

### **Non-Permissive Use**

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We do not cover any person who uses a Vehicle or Covered Vehicle without permission from You or a Family Member.

### **Employer's Liability**

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We do not cover liability for the death or injury of any employee arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under Your Policy, if that liability is provided under an employer's liability insurance issued to comply with employer's liability legislation.

### **Loss of value**

---

We do not cover any loss of value of the Vehicle or Covered Vehicle.

### **Vehicles used for a fee**

---

We do not cover any loss or Damages arising out of the ownership or operation of a Vehicle or Covered Vehicle while it is being used to carry people or property for a fee. Nor do We cover Your Vehicle(s) shown on Your Policy Schedule for self drive hire. This exclusion does not apply to a sharing agreement.

### **Non-insured Motorcycles**

---

We do not cover any person for loss or damages arising out of the ownership, maintenance or use of any Vehicle with less than four wheels. This exclusion does not apply to motorcycles shown on Your Policy Schedule and for which a valid Certificate of Insurance or cover note has been issued.

### **Competitive Racing/Track Use**

---

We do not cover any loss or damages to a Vehicle or Covered Vehicle, nor do We cover any person for damages arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or organised event (including but not limited to the Gumball rally, Cannonball run or Supercar run) or any on track use including disused Airfields or Derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including but not limited to the Nurburgring).

### **Vehicle-Related Jobs**

---

We do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of any Vehicle or Covered Vehicle shown in Your Policy Schedule and for which a valid Certificate of Insurance or cover note has been issued.

### **Confiscation**

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We do not cover any loss or damages caused by the confiscation, destruction, or seizure of property by any government or public authority.

### **Sanctions**

---

No cover is provided and We shall not be liable to make any payment or provide any benefit under this Policy to the extent that this is prohibited, or would expose Us or Our parent company to any sanction, prohibition or restriction, under any trade or economic sanctions (including without limitation those imposed by the European Union, United Kingdom or United States of America).

### **Acts of War**

---

We do not cover any damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

### **Nuclear or Radiation Hazard**

---

We do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused, but We do insure ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### **Sonic bangs**

---

We do not cover any damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **Vehicles Airside**

---

We do not cover any loss or damages whilst a Vehicle or Covered Vehicle is on any part of an aerodrome, airport, airfield or military base provided for:

- the take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

## Comprehensive Vehicle Cover

**Comprehensive Vehicle Cover** means Vehicle Physical Damage Cover and Vehicle Third Party Liability Cover. Your Policy Schedule will show if both these covers apply to Your Policy.

## Vehicle Physical Damage Cover

Vehicle Physical Damage Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy together with Your Policy Schedule and Certificate of Insurance and Insurance Disc forms Your Vehicle Physical Damage Cover. Vehicle Physical Damage Cover provides cover for all risks of physical loss to Your Vehicle occurring anywhere within the Territorial Limits unless stated otherwise in Your Policy or an exclusion applies.

## How We Will Pay Your Claim

### **Sum insured**

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The sum insured for Your Vehicle(s) is shown in Your Policy Schedule. You agree that We may change the sum insured when the Policy is renewed to reflect current costs and values.

### **Amount of cover**

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The amount of cover for Your Vehicle(s) is shown in Your Policy Schedule. The amount of cover for a covered loss to Vehicles not shown in Your Policy Schedule is market value.

### **Agreed value**

---

If the amount of cover is Agreed value, the sum insured for Your Vehicle is shown in Your Policy Schedule.

### **Extended reinstatement value cover**

However if:

- the cost of reinstating Your Vehicle shown in Your Policy Schedule exceeds the sum insured shown in Your Policy Schedule for Your Vehicle which is the subject of the claim; and
- Your Vehicle shown in Your Policy Schedule is more than 15 years old;

We will pay an additional amount of up to 25% of the sum insured for Your Vehicle or an additional maximum of €100,000 whichever is the lesser amount, if required to reinstate Your Vehicle to the same condition immediately prior to the covered loss. In this event our payments will be made only upon presentation of reinstatement invoices agreed by Us for Your Vehicle. In no event will We provide any cash payments.

### **Market value**

---

If the amount of cover is Market Value, We will pay the cost of replacing the Vehicle with a vehicle of the same make, model, specification, mileage, age and condition as Your Vehicle immediately prior to the covered loss.



In no event will Our payment exceed the sum insured shown in Your Policy Schedule.

### **Excess**

---

An Excess shown in Your Policy Schedule applies to each and every covered loss unless stated otherwise. If a covered loss involves a Vehicle not shown in Your Policy Schedule, the highest Excess shown in Your Policy Schedule will apply to the loss. If a covered loss involves two or more Vehicles covered under this Policy, in the same occurrence, the highest Excess will apply once to the loss.

If a covered loss involves both:

- a Vehicle covered under this part of Your Policy; and
- Contents covered under any part of this Policy or any other Chubb Policy; and an Excess would apply to both losses in the same Occurrence, the highest Excess will apply once to the loss. Your Excess will not apply if Your Vehicle is:
  - a total loss;
  - in a covered loss caused by an uninsured third party;
  - in the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
  - in the care of a hotel, restaurant or a professional valet parking service for the purpose of parking

### **Payment basis**

---

For a covered loss to a Vehicle, We will pay as follows:

#### **Total loss**

If the Vehicle is stolen or totally destroyed, We will pay the amount of cover shown in Your Policy Schedule. However, We will reduce our payment by any amount paid for a previous loss to that Vehicle if the damage was not repaired.

A Vehicle is considered stolen when the entire Vehicle is stolen and not recovered within 30 days.

A Vehicle is considered totally destroyed when the salvage value (determined by Us) plus the repair cost (labour and parts of like kind and quality without deduction for depreciation necessary to repair the Vehicle) is equal to or greater than the amount of cover of the Vehicle.

When We pay for a total loss, the salvage becomes Our property.

If a stolen Vehicle is recovered, We may return it to You at the address shown on Your Policy Schedule. If We return a stolen Vehicle, We will pay for any covered damage resulting from the theft.

When We pay for a total loss, We will deduct from the amount payable to You any amount required to be paid to discharge any outstanding finance agreement associated with the Vehicle.

#### **Partial loss for Vehicles less than 25 years old**

If the Vehicle is partially damaged, We will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the amount of cover for each Occurrence.

We will replace the damaged part(s) with the original manufacturer's part(s) subject to availability.

If We cannot replace matching wheels or matching upholstery following a covered loss to the wheels (except tyres) or upholstery of Your Vehicle shown in Your Policy Schedule because they are obsolete, We will pay up to €10,000 for the cost to replace all of Your Vehicle's wheels (except tyres) or upholstery. You must agree to surrender the undamaged wheels or upholstery to Us.

We have access to a panel of expert repairers who provide a fast and efficient repair service. However, should You wish to use Your own nominated repairer, You may do so.

No repairs can commence without Our prior approval.

**Partial loss for Vehicles more than 25 year old and resulting Diminution in Value**

If the Vehicle is partially damaged, We will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the amount of cover for each Occurrence.

We will replace the damaged part(s) with the original manufacturer's part(s) subject to availability.

If We cannot replace matching wheels or matching upholstery following a covered loss to the wheels (except tyres) or upholstery of Your Vehicle shown in Your Policy Schedule because they are obsolete, We will pay up to €10,000 for the cost to replace all of Your Vehicle's wheels (except tyres) or upholstery. You must agree to surrender the undamaged wheels or upholstery to Us.

We have access to a panel of expert repairers who provide a fast and efficient repair service.

However, should You wish to use Your own nominated repairer, You may do so. No repairs can commence without Our prior approval.

However, if:

- the Vehicle has been valued or purchased at least 24 months prior to the insurable partial loss and that Vehicle is then subsequently repaired; and
- the Market Value of the Vehicle immediately before this partial loss exceeds the Market Value after the Vehicle has been repaired;

We will pay the difference between its Market Value before and after repair, up to 100% of the covered repair cost or €250,000 or 20% of the amount of sum insured, whichever is the lesser amount for that Vehicle.

## Covers

These covers are included in Your Vehicle Physical Damage Cover and are in addition to the sum insured for Your Vehicle unless stated otherwise in Your Policy or an exclusion applies. An Excess applies to the Covers unless stated otherwise. If Vehicle Physical Damage Cover applies to any Vehicle named in Your Policy Schedule.

### **Permanent sound and visual equipment**

---

In the event of a covered loss, We cover sound reproducing, receiving, and transmitting equipment that is permanently installed or is removable from a housing unit permanently installed in a Vehicle.

This includes radios, tape players, citizen band radios, compact disc players, DVD or video players, permanently installed car telephones, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment, including their accessories and antennas. This equipment must be:

- designed to be solely operated by use of the power from the electrical system of the Vehicle; and
- in or on the Vehicle at the time of the loss

These payments do not increase the amount of cover for Your Vehicle.

### **Loss of use expenses**

---

There is no Excess for this cover.

If Your Vehicle cannot be used because of a covered loss, We will provide You with a courtesy car for the period of time that Your Vehicle is being repaired or until the theft claim is settled.

If the courtesy car provided by the repairer is not satisfactory to You, We will provide You with a hire car which is comparable to the Vehicle which is the subject of the claim. We will fund the cost of such a vehicle for the period of time that Your Vehicle is being repaired or until the theft claim is settled, up to a maximum of €6,000.

If You choose not to accept a hire car from Us and Your Excess is €1,000 or less, no Excess will apply to Your covered loss. We also provide the following reasonable additional expenses You incur as a result of the covered loss:

- emergency transportation expenses up to a maximum of €500;
- meals, lodging and telephone expenses if You are more than 50 miles from Your nearest residence up to a maximum of €750

### **Glass cover**

---

We provide window and sunroof glass replacement in the event of a covered loss to a Vehicle. There is no Excess for this cover.

### **Lock replacement**

---

If the key(s) to Your Vehicle, ignition, alarm, immobiliser, steering lock or garage door opener replacement is lost or stolen, We will pay the cost of replacing the locks. There is no Excess for this cover.

### **Personal effects**

---

We will pay up to €2,500 for Contents in or on Your Vehicle if they are lost or damaged due to an accident, fire, theft or attempted theft. But We do not provide this cover if the claim is a covered loss under any other Chubb Policy.

### **Fire brigade charges**

---

We will pay charges levied by the fire authority in controlling or extinguishing a fire in Your charges Vehicle and/or to remove You, Family Members, Covered Persons and passengers from Your Vehicle in circumstances which have given rise to or, but for the action of the fire authority, would have given rise to a covered loss under Your Policy.

### **Child seat cover**

---

In the event of an accident, or damage by fire or theft to Your Vehicle, We will pay the cost to cover replace any child car seats in Your Vehicle even if the child car seats appear undamaged.

### **Disability cover**

---

If You or a Family Member are permanently disabled as a direct result of a covered loss to Your Vehicle, at Your option We will either:

- pay up to €10,000 for essential alterations to Your Vehicle; or
- contribute up to €10,000 towards Your purchase of a Vehicle adapted for Your or a Family Member's disability. Your or a Family Member's permanent disability must be confirmed in writing to Us by a Physician. Regardless of the number of Vehicles, We will not pay more than €10,000 in total for Disability cover. We do not provide this cover if You were in a state of Intoxication at the time of the covered loss

### **Injury cover**

---

If You are injured and unable to drive as a direct result of a covered loss to Your Vehicle We will pay up to €3,000 for essential replacement transportation expenses You incur. We will pay these expenses for up to 1 year from the date of Occurrence or until You are able to drive, whichever shall first occur. If Your Policy is cancelled our payments will cease the date Your Policy is cancelled. Your injury and inability to drive must be confirmed in writing to Us by a Physician each 90 day consecutive period from the date of Occurrence. We do not provide this cover if You were in a state of Intoxication at the time of the covered loss.

### **Illness cover**

---

If Your driving licence is revoked by the motor taxation office as a direct result of Your ill health, We will pay up to €3,000 for essential replacement transportation expenses You incur. We will pay these expenses for up to 1 year from the date Your driving licence is revoked or until Your driving licence is reinstated by the motor taxation office, whichever shall first occur. We do not provide this cover if Your driving licence is revoked as a result of alcohol or substance abuse.

### **Psychiatric cover**

---

If You are injured and suffer psychological problems as a direct result of a covered loss to Your Vehicle, We will pay up to €5,000 for psychiatric services as prescribed by a Physician, Psychologist or other authorised mental health professional when incurred within one year of the date of Occurrence. If Your Policy is cancelled our payments will cease the date Your Policy is cancelled. We do not provide this cover if You were in a state of Intoxication at the time of the covered loss.

### **Trailer cover**

---

We will pay up to €5,000 for Your trailers and luggage carriers if they are lost or damaged. But We do not provide this cover if the claim is a covered loss under another part of Your Policy and/or any other Chubb Policy. This cover does not apply to caravans.

### **Vehicle accessories and spare parts**

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We will pay up to €10,000 for Your Vehicle's accessories and spare parts which are not fitted to Your Vehicle and kept at Your residence shown in Your Policy Schedule.

### **Newly Owned Vehicle(s)**

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We cover Your Newly Owned Vehicle(s) for up to 10% of the total value of the Vehicles on Your Policy Schedule, up to a maximum of €1,000,000, whichever is the less. While the Newly Owned Vehicle(s) are not at Your residence or being moved We do not cover any loss or damage caused by theft or attempted theft unless there are visible signs of force or violence being used. You must request cover for the Newly Owned Vehicle(s) within 14 days after You own them and pay Us the additional premium from the date owned. We reserve the right not to insure the newly-acquired Vehicle(s) after the 14th day.

This cover does not provide Vehicle Third Party Liability Cover nor does it provide Vehicle Physical Damage Cover while Your Newly Owned Vehicle(s) is under its own power. Regardless of the number of policies providing You with Newly Owned Vehicle(s) coverage, payment will not be made under more than one policy.

### **Lease or Finance gap cover**

---

If your Covered Vehicle shown in Your Policy Schedule is stolen or totally destroyed by a Finance gap covered loss, We will pay any unpaid amount due on the lease or finance of this Covered cover Vehicle in excess of its agreed value.

Please note We do not cover any unpaid amounts due to:

- overdue lease or finance payments at the time of the loss;
- financial penalties imposed under a Lease or Finance company for wear and tear or high mileage;
- costs for extended warranties, Credit Life Insurance, Health, Accident or Disability insurance purchased with the Lease or Finance; or carry-over balances from previous loans or Leases or Finance

### **Pet injury coverage**

---

If one or more of Your domestic pets or horses are injured or dies as a result of a covered loss to your Vehicle or trailer, We will pay for the necessary, reasonable expenses You incur to treat, euthanize, cremate, bury, and replace these pets, up to €2,500 for any one Occurrence regardless of the number of pets involved in the Occurrence. There is no Excess for this coverage.

### **Student's course and residential fees**

---

We will pay for any unrecoverable course fees, examination fees and/or residential fees for any Family Member which You have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or early withdrawal of the Family Member from their course as a result of their death or becoming Incapacitated due to a covered loss. We will also pay for additional costs incurred if the Family Member has to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming Incapacitated due to an insurable loss. The maximum amount payable under this Cover is €10,000. Please note We do not provide this cover if the claim is a covered loss under any other Chubb Policy.

## Exclusions

In addition to the Policy Exclusions, the following Exclusions apply to this cover part of Your Policy. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

### **Computer error**

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We do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### **Breakdown**

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We do not cover any loss or damage caused by wear and tear, freezing, mechanical or electrical breakdown, or road damage to tyres, unless the loss or damage resulted from the theft of the Vehicle.

### **Portable Sound Equipment**

---

We do not cover any loss or damage to sound reproduction, receiving or transmitting equipment unless it is permanently installed or removable from a housing unit permanently installed in the Vehicle. This includes radios, tape players, citizen band radios, compact disc players, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment designed for sound reproduction, receiving, or transmitting, including their accessories and antennas.

## Vehicle Third Party Liability Cover

Vehicle Third Party Liability Cover only applies to Your Policy if shown in Your Policy Schedule.

This part of Your Policy, together with Your Policy Schedule and Certificate of Insurance and Insurance Disc forms Your Vehicle Third Party Liability Cover. It provides You with Liability Cover from a vehicle accident occurring anywhere within the Territorial Limits, unless stated otherwise in Your Policy or an exclusion applies.

### How We Will Pay Your Claim

The sum insured for Vehicle Third Party Liability for Property Damage and Defence Costs is shown in Your Policy Schedule. There is an unlimited sum insured for Vehicle Third Party Liability for Bodily Injury, unless stated otherwise. We will pay for Damages subject to the applicable sum insured, from any one Occurrence, regardless of how many claims, Vehicles, or people are involved in the Occurrence.

### Damages and Defence Cover

We cover Damages a Covered Person is legally obligated to pay for Bodily Injury, Property Damage or Defence Costs up to the amount shown in Your Policy Schedule for any one Occurrence, arising from the ownership, maintenance, or use of a Covered Vehicle which takes place anytime during the Policy Period within the Territorial Limits and are caused by an Occurrence unless stated otherwise or an exclusion applies.

We will defend a Covered Person against any legal action seeking Damages for Bodily Injury or Property Damage.

We will provide this defence at Our own expense, with counsel of our choice, even if the legal action is groundless, false or fraudulent.

We may investigate, negotiate, and settle any such claim or suit at Our discretion. As part of our investigation, defence negotiation, or settlement We will pay:

- all expenses incurred by Us;
- all costs taxed against a Covered Person;
- all interest accruing after a judgement is entered in a suit We defend on only that part of the judgement We are responsible for paying. We will not pay interest accruing after We have paid the judgement;
- all earnings lost by each Covered Person at our request, up to €350 a day, to a total of €15,000;
- other reasonable expenses incurred by a Covered Person at our request; and
- the cost of all bail bonds required of a Covered Person because of a covered loss

In jurisdictions where We may be prevented by local law from carrying out this cover, We will pay only those defence expenses that We agree in writing to pay and that are incurred by expenses that We agree in writing to pay and that are incurred by You.



## Covers

These covers are included in Your Vehicle Third Party Liability Cover and are in addition to Damages and Defence Cover unless stated otherwise in Your Policy or an exclusion applies.

### **Emergency treatment**

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We will reimburse any Covered Person using any Vehicle which is shown in Your Policy Schedule for payment made under the Road Traffic Act for Emergency treatment.

### **Medical Expenses**

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We will pay the necessary Medical Expenses, up to a total of €750 for each Covered Person, Expenses for Medical Expenses incurred or medically ascertained within three years of an accident.

But the expenses must be for Bodily Injury to:

- any Covered Person while occupying a Covered Vehicle, or any other vehicle operated lawfully by You or a Family Member;
- You or a Family Member while occupying or struck by a motor vehicle or trailer

However, We do not cover any person for Medical Expenses for Bodily Injury sustained while occupying any Vehicle having less than four wheels.

### **Rental vehicle cover**

---

We cover, as a Covered Vehicle, any motor Vehicle You or a Family Member, over the age of 21, rent for up to 90 days anywhere in the Territorial Limits when used with the owner's permission. We cover Damages a Covered Person is legally obligated to pay to the rental company for Bodily Injury or Property Damage arising from the maintenance or use of the rented motor vehicle which takes place anytime during the Policy Period and are caused by an Occurrence unless stated otherwise or an exclusion applies.

### **Property Damage**

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We cover Property Damage arising out of the use by a Covered Person of a Covered Vehicle not owned by You or a Family Member.

### **Temporary vehicle substitute**

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If any Vehicle which is shown in Your Policy Schedule is out of normal use because of its breakdown, repair, vehicle servicing, loss or destruction, We cover any Vehicle You do not own while being used as a temporary substitute for that Vehicle, up to the Market Value of that substitute Vehicle. We do not cover temporary substitute vehicles being used for any purpose other than replacing that Vehicle shown in Your Policy Schedule whilst it is out of normal use.

**Market Value** means the cost to replace a Vehicle with one of the same make, model, specification, mileage, age and condition immediately prior to the covered loss.

### **Travelling abroad**

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Your Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the Territorial Limits are complied with, however, there is no cover provided in those countries outside the Territorial Limits.

### **Spain - bail bond**

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In the event of an accident in Spain which may be the subject of a claim under this Policy and You, or any person driving with Your permission are detained, or the Covered Vehicle is impounded by the authorities and a guarantee or monetary deposit is required for their release, We will provide the guarantee or deposit.

### **Personal accident cover**

---

We will pay You or a Family Member, or in the event of death the estate, €50,000 (or less for a minor if limited by law) for Bodily Injury to a Covered Person caused whilst travelling in or getting into or out of any private vehicle provided that the injury is the sole cause of:

- death;
- total loss of limb;
- irrecoverable loss of all sight in one or both eyes or permanent total disablement. We must be notified as soon as possible from the date of the Occurrence

We do not cover any loss under Personal accident cover caused directly or indirectly while the Covered Person driving the Covered Vehicle is in a state of insanity or intoxication. Intoxication means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.

If You or a Family Member hold any other personal accident cover under a Chubb Policy, then payment will only be made under one insurance Policy. However, payment will be made under the Policy which gives You the greatest benefit.

## Exclusions

In addition to the Policy Exclusions, the following Exclusions apply to this cover part of Your Policy. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

### **Owned Property**

---

We do not cover any person for damages to property owned or being transported by that person.

### **Other Property**

---

We do not cover any person for damages to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private vehicles, vans, or trailers not owned by, furnished to, or available for the regular use of You or a Family Member.

### **Terrorism**

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Notwithstanding any provision to the contrary within Your Policy or any Endorsement thereto We do not cover any loss or damages, cost or expense of whatsoever nature 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. Except in so far as is necessary to comply with the Road Traffic Act.

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

We also exclude loss, damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. 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.

## European Motor Assistance Cover

European Motor Assistance Cover only applies to Your Policy if shown in Your Policy Schedule. This cover part is administered by ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's.

Rescue services are provided by Call Assist Limited, specialists in providing Vehicle breakdown assistance throughout the UK and Europe.

ARAG plc is registered in England number 02585818. registered address:  
9 Whiteladies road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules.

Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited is authorised by the Prudential Regulatory Authority and Regulated by the Financial Conduct Authority.

FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 1234.

Call Assist Limited is registered in England and Wales, number 3668383 and their registered office is at Axis Court, North Station road, Colchester, Essex, Col1 1UX.

This part of Your Policy provides motor Breakdown and accident assistance within the British Isles and the Territorial Limits unless stated otherwise in Your Policy or an exclusion applies.

## Definitions

The following words used in this cover part have the meaning defined here.

**Breakdown** means:

- an electrical or mechanical failure, lack of fuel, flat battery or puncture or
  - damage caused by a collision or act of vandalism
- which immobilises the Covered Vehicle or makes it unsafe to drive.

**Call Assist** means Call Assist Limited, the service provider under this cover part.

**Covered Person** means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

**Covered Vehicle** means Covered Vehicles including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

**Insurer** means Brit Syndicates 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

**Recovery Operator** means the independent technician Call Assist appoints to attend the Breakdown.

**Suitable Garage** means a qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

## Services provided

If a Covered Vehicle suffers a Breakdown within the Territorial Limits and during the Policy Period, Call Assist will rescue the Covered Person as described in this cover part. The Insurer will pay costs incurred.

## Cover within the Republic of Ireland and Northern Ireland

### **Roadside assistance, home start and recovery**

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Call Assist will send help to the scene of the Breakdown (including at Your Home) and the Insurer will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover the Covered Vehicle.

If, in the opinion of Call Assist's recovery operator, it is not possible to repair the Covered Vehicle at the roadside within one hour:

- a) Call Assist will arrange for the Covered Vehicle, Covered Person and up to 7 passengers to be recovered to the nearest Suitable Garage able to undertake the repair, or
- b) if the above is not possible at the time or the repair cannot be made within the same working day Call Assist will arrange for the Covered Vehicle, Covered Person and up to 7 passengers to be transported to Your Home or if the Covered Person would prefer and it is closer, the Covered Person's original destination within the United Kingdom.

The Insurer will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise the Covered Person will have to pay for subsequent call-out charges.

If the Covered Vehicle requires recovery, the Covered Person must immediately inform Call Assist of the address the Covered Person would like the Covered Vehicle taken to. Once the Covered Vehicle has been delivered to that address, the Covered Vehicle will be left at the Covered Person's own risk.

### **Alternative travel**

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If the Covered Vehicle cannot be repaired locally on the same day or within a period agreed between the Covered Person and Call Assist and is at least 20 miles away from Your Home or if the Covered Vehicle is stolen; to allow the Covered Person to complete the Covered Person's original journey, the Insurer will pay:

- a) up to €250 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst the Covered Vehicle remains unroadworthy. The Insurer will pay up to €150 towards the costs of alternative transport for one person to return and collect the repaired Covered Vehicle.

### **Emergency overnight accommodation**

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Where alternative travel (described above) would have been available to the Covered Person, but it is more practical or cost effective to provide emergency accommodation for a single night, the Insurer will pay up to €150 for a lone traveller or €75 per person towards the cost of overnight accommodation including breakfast for the Covered Person and up to 7 passengers whilst the Covered Vehicle is being repaired. The Insurer will not pay more than €500 for each claim under Emergency overnight accommodation.

### **Conditions of service for covers Alternative travel and Emergency overnight accommodation above**

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The Covered Vehicle must be repaired at the nearest Suitable Garage to the Breakdown location.

Where available these services will be offered on a pay/claim basis, which means that the Covered Person must pay initially and the Insurer will reimburse the Covered Person when we are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from Call Assist.

### **Misfuelling**

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If the Covered Vehicle's fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of the Covered Vehicle's fuel tank at the roadside if possible or at a Suitable Garage where this is not possible.

Occasionally misfuelling a Covered Vehicle can cause extensive damage which a fuel drain and flush will not rectify. If the Covered Person prefers for the fuel drain and flush to be carried out by the Covered Person's preferred repairer, Call Assist will arrange for the Covered Vehicle, the Covered Person and up to 7 passengers to be recovered to a repairer of the Covered Person's choice within 10 miles of the Breakdown. The Covered Person must pay initially and the Insurer will reimburse the Covered Person when we are in receipt of a valid invoice/receipt. The most the Insurer will pay is the cost of 10 litres of correct fuel and not more than €250 in total for each claim under Misfuelling.

### **Message service**

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At the Covered Person's request Call Assist can pass on two messages to the Covered Person's home address or place of work to let others know of the Breakdown.

### **Home assist**

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Your Covered Vehicle will be covered at Your Home or within a one mile radius of Your Home. If Your Covered Vehicle cannot be repaired at Your Home, Call Assist will arrange for the Covered Person and Your Covered Vehicle to be recovered to the nearest Suitable Garage. The recovery must take place at the same time as the initial call-out.

### **Keys**

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If the Covered Person locks their Covered Vehicle keys within the Covered Vehicle and are unable to obtain a spare set on the same day, the Insurer will pay the call-out fee for a recovery operator who will attempt to retrieve the key where this is possible.

If Call Assist is unable to retrieve Your key it is often possible to provide a replacement key at the scene. The Covered Person will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if the Covered Person has lost or broken their key and are unable to obtain a replacement key at the scene; if the Covered Person is away from home the Insurer will pay the mileage charges to a place where Your Covered Vehicle can be stored securely, or Your Home if it is nearer.

## **Cover outside of the Republic of Ireland and Northern Ireland**

### **Roadside assistance**

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Call Assist will send help to the scene of the Covered Vehicle Breakdown within the Territorial Limits (other than the Republic of Ireland and Northern Ireland) and the Insurer will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within one hour. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

### **Recovery**

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If, in the opinion of Call Assist, they are unable to repair the Covered Vehicle within 60 minutes at the roadside we will arrange and pay for the Covered Vehicle, the Covered Person and up to 7 passengers to be recovered to the nearest Suitable Garage able to undertake the repair.

### **Shipping of spare parts**

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Where it is efficient and cost-effective to do so, the Insurer will pay up to €150 towards the cost of shipping of spare parts to the Suitable Garage. The Covered Person will be responsible for the cost of the spare parts and we will only organise shipping once the Covered Person has confirmed the spare parts have been paid for.

### **Alternative travel abroad**

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If Your Covered Vehicle cannot be repaired locally on the same day or within a period agreed between the Covered Person and our operator or if the Covered Vehicle is stolen, the Insurer will pay:

- a) up to €500 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst the Covered Vehicle remains unroadworthy. The Insurer will pay up to €200 towards of alternative transport for two people to return and collect the repaired Covered Vehicle.

### **Emergency overnight accommodation abroad**

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Where alternative travel (described above) would have been available to the Covered Person, but it is more practical or cost effective to provide emergency accommodation for a single night, the Insurer will pay up to €150 for a lone traveller or €75 per person towards the cost of overnight accommodation including breakfast for the Covered Person and up to 7 passengers whilst the Covered Vehicle is being repaired. The Insurer will not pay more than €1,000 for each claim under Emergency overnight accommodation under this section.

### **Repatriation service**

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If the Covered Vehicle cannot be repaired within 48 hours of the original Breakdown or by the Covered Person's intended return, whichever is due to occur later, we will arrange and pay for the Covered Vehicle, the Covered Person and up to 7 passengers to be transported either to Your Home, or if the Covered Person would prefer and it is closer, the Covered Person's original destination within the Territorial Limits.

We will need to know details of the Covered Person's itinerary and if requested proof of both the Covered Person's outbound and inbound travel dates must be provided to validate the Covered Person's claim.

### **Conditions of service for covers Shipping of spare parts and Alternative travel abroad above**

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The Covered Vehicle must be repaired at the nearest Suitable Garage to the Breakdown location.

Where available these services will be offered on a pay/claim basis, which means that the Covered Person must pay initially and the Insurer will reimburse the Covered Person when we are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from Call Assist.

At all times please ensure the Covered Person carries their driving licence and registration document (logbook) with them during their journey. Due to local regulations and customs, the Covered Person may be required to provide copies of their driving licence or registration document. The Covered Person will be held liable for any costs incurred if copies of their driving licence or registration document are not immediately available.



## Conditions

### **Responsibilities of the Covered Person**

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The Covered Person must remain with or nearby the Covered Vehicle until help arrives.

If the Covered Vehicle cannot be repaired at the roadside, the Covered person must accept the assistance being provided:

- if the Covered Vehicle is recovered to a Suitable Garage, and it can be repaired the Covered Person must have adequate funds to pay for the repair including replacement parts immediately,
- where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements the Covered Person must have adequate funds to pay for alternative transport or overnight accommodation costs immediately

If the Covered Person does not have funds available, any further assistance will be denied.

Repairs undertaken at the Recovery Operator's premises are provided under a separate contract, which is between the Covered Person and the Recovery Operator.

If the Covered Vehicle is beyond economical repair we have the right to offer the market value of the Covered Vehicle to the Covered Person and pay for alternative transport home or if the Covered Person would prefer and it is closer to the Covered Person's intended destination.

Call Assist reserves the right to recover the immobilised Covered Vehicle in accordance with and subject to any legislation, which affects drivers' working hours.

### **Our rights**

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If the Covered Person cancels a call out and a Recovery Operator has already been dispatched, You will lose a call out from Your policy.

If a Covered Person uses the service and the claim and/or fault is subsequently found not to be covered by this Policy, the Insurer reserves the right to reclaim any costs that have been incurred from You.

The transportation of pets and livestock (including dogs) will be at the discretion of the Recovery Operator.

## Exclusions

In addition to the Policy Exclusions, the following exclusions apply to this cover part of Your Policy. The cost of

- any parts, components or materials used to repair the Covered Vehicle
- labour other than labour at the scene of the Breakdown or a claim for Misfuelling
- additional charges incurred as a result of any aftermarket modification to the Covered Vehicle
- vehicle storage, expenses or charges of any other company (including police recovery) not authorised by Call Assist, or where a Covered Person arranges for recovery or repairs by other means
- fuel, oil or insurance for a hire vehicle.

Service if You already owe Call Assist money

Failure by the Covered Person to comply with requests of Call Assist or their Recovery Operators concerning the assistance being provided.

Subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless the Covered Vehicle has been fully repaired at a Suitable Garage, declared fit to drive by Call Assist's Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.

Breakdown caused by failure to maintain the Covered Vehicle in a roadworthy condition including maintenance or proper levels of oil and water.

More than six call outs in the same Policy Period.

Specialist equipment, additional manpower and/or recovery vehicles or a recovery further than 10 miles from the scene of the Breakdown; if the Covered Vehicle is immobilised due to snow, mud, sand, water, ice, or a flood.

The Covered Vehicle being used for rallies, racing, rental, hire, public hire, private hire, courier services or any contest or practice for any of these activities.

The cost of recovery from a European motorway exceeding €150.

For European cover only, any trip which was planned to or subsequently finishes outside the Policy Period.

Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the Covered Vehicle is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.

Assistance following any intentional or wilful damage caused by the Covered Person to the Covered Vehicle.

Claims caused by overloading of the Covered Vehicle or carrying more passengers than it is designed to carry.

Damage to the Covered Vehicle or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.

Assistance where the Covered Vehicle is

- not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and safety is compromised,
- Is deemed to be illegal, not displaying a current tax disc, without a valid NCT certificate, uninsured, or dangerous to transport.

A request for assistance following any intentional or wilful damage caused by a Covered Person to the Covered Vehicle.

Repatriation back to the Republic of Ireland within 48 hours of a Breakdown occurring outside of the Republic of Ireland, UK, Isle of Man and Channel Islands regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments the Covered Person or their passengers have in the Republic of Ireland.

Repatriation back to the Republic of Ireland if the Covered Vehicle can be repaired but the Covered Person does not have adequate funds for the repair.

## Motor Legal Expenses Cover

Motor Legal Expenses Cover only applies to Your Policy if shown in Your Policy Schedule.

This cover is arranged by Lawshield UK Ltd with UK General Insurance Limited who are authorised and regulated by the Financial Conduct Authority. The Policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgium firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register at [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This part of Your Policy provides insurance in respect of Legal Expenses for You or an Insured Person occurring anywhere within the Territorial Limits, unless stated otherwise in Your Policy or an exclusion applies.

## How We Will Pay Your Claim

### **Amount of Cover**

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The maximum amount Insurers will pay in respect of all claims arising from all Insured Incidents connected in time or by cause and after aggregation of the Legal Costs and Expenses of the Insured Person and any opponents in so far as the Insured Person is liable for them, is €150,000.

Motor Legal Expenses Cover with Lawshield has been arranged by Us for Your convenience. You are responsible for the payment of any fees or costs resulting from the use of these services not covered by this part of Your Policy.

### **What is covered**

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The Insurer will cover the Legal Costs and Expenses of pursuing civil claims for uninsured losses and costs arising from an Insured Incident.

Cover will also extend to a claim submitted to the Personal Injuries Assessment Board (PIAB) for adjudication for claims arising in Eire.

## Definitions

The following words used in this cover part have the meaning defined here. Throughout this cover part of the Policy, defined terms will be capitalised when used.

**Claims Adjuster** means any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by Lawshield to act for the Insured Person.

**Insured Incident** means a non-fault road traffic accident with an identifiable third party (excluding claims for theft or fire) occurring during the Policy Period which takes place within the Territorial Limits and which causes:

- loss or damage to the Insured Vehicle including any trailer attached thereto;
- loss or damage to any personal property owned by the Insured Person whilst such property is in/on or attached to the Insured Vehicle;
- death of or injury to an Insured Person whilst in or getting into or out of the Insured Vehicle
- any other uninsured losses

**Insured Person** means You or any driver who is using the Insured Vehicle with Your permission at the time of the Insured Incident.

**Insured Vehicle** means the Vehicle specified in Your Policy Schedule and any other caravan or trailer attached to the Vehicle.

**Insurers** means UK General Insurance Limited on behalf of Inter Partner Assistance SA.

**Lawshield** means Lawshield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL. Lawshield UK Ltd service this cover part on behalf of the Insurers.

**Legal costs and expenses** means fees, costs and disbursements reasonably incurred by the Insurer, any Claims Adjuster, Solicitor, or other appropriately qualified person appointed to act for the Insured Person with Lawshield's consent chargeable on the Standard Basis. This also includes the costs of any civil proceedings incurred by an opponent for which the Insured Person may be liable by order of a Court or under an agreement, provided such agreement is entered into with the consent of Lawshield.

**Prospects of Success** means reasonable prospects are considered to be a 51% or better chance of success.

**Small Claims Limit** means the limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6, below which legal proceedings for a claim for Damages due to personal injury are allocated to the Small Claims Track.

**Small Claims Track** means the process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims. Where the value of the claim is below the Small Claims Limit the claim is allocated to the Small Claims track by the court.

**Solicitor** means the solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the insured Person.

**Standard Basis** the assessment of costs which are proportionate to Your claim.

## Exclusions

In addition to the Policy Exclusions, the following Exclusions apply to this cover part of Your Policy. The Insurer shall not be liable for:

- Legal Costs and Expenses incurred prior to Lawshield's acceptance of a claim;
- claims where Lawshield consider that the Insured Person will not receive a reasonable and proportionate settlement or if any expected settlement is small compared to the time and expense involved;
- claims where the estimated value of any Damages for the personal injury the Insured Person has suffered does not exceed the Small Claims Limit;
- claims arising from any deliberate, criminal act or omission by the Insured Person;
- claims relating to motor prosecution defence;
- Legal Costs and Expenses, fines or other penalties which the Insured Person is ordered to pay by a Court of Criminal Justice;
- incidents involving an Insured Vehicle which at the time of the Insured Incident, does not have a valid test certificate where appropriate or is not in a road-worthy condition;
- motor vehicles used by or on behalf of the Insured Person for racing, rallies, competitions or trials of any kind;
- claims arising from the Insured Vehicle not being used in accordance with the terms and conditions of Your Policy.

The Insurer will not pay any compensation for being off work , or travelling expenses incurred by the Insured Person. The Insurer will not pay any Legal Costs and Expenses incurred by the Insured Person if they withdraw from legal proceedings without prior agreement. The Insurer will not pay any Legal Costs and Expenses where fixed recoverable costs have already been recovered by the Solicitor

The Insurer shall not be liable for any claim directly or indirectly caused by, or contributed to, or arising from:

- ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
- riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government

## Conditions

In addition to the Policy Conditions, the following Conditions apply to this cover part of Your Policy. Compliance by Insured Person with the terms and conditions of this cover part is a condition precedent to cover.

Valid coverage under this Policy must exist at the time of the Insured Incident in order for coverage under this cover part to apply. Premium for this cover part must have been paid in full in order for this cover part to apply.

The payment of Legal Costs and Expenses is unaffected by an agreement, undertaking or promise made by:

- the Insured Person to the Solicitor;
- the Insured Person and/or the Solicitor to any witness expert of agent

If at any stage Lawshield decide that the Prospects of Success are not sufficient and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then Lawshield will inform the Insured Person in writing of their decision and the reason behind that decision. Having informed the Insured Person of this, and subject to the policy conditions, the Insurer will not be bound to pay any Legal Costs and Expenses and may discontinue cover.

The Insurer does not cover Legal Costs and Expenses for an appeal unless Lawshield are notified in writing by the Insured Person no later than six (6) working days before the time for making an appeal expires and Lawshield consider that there are Prospects of Success of such an appeal succeeding .

When the Insured Person presents a claim under this cover part they must submit a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any other documentary evidence they are aware of to Lawshield. The Insured Person must ensure that Lawshield are advised of the claim within 180 days of the Occurrence of the Insured Incident.

When other motor legal expenses insurance applies to an Insured Incident, this cover part shall apply as excess to any such other available motor legal expenses insurance.

Lawshield shall have the right through Claims Adjusters or Solicitors, to take over the defence or handling of the claim and to conduct the pursuit or settlement of any claims on behalf of the Insured Person.

Lawshield will have complete control over how legal proceedings are carried out. Pre-issue of legal proceedings Lawshield will nominate and appoint Solicitors to act on behalf of the Insured Person and to conduct the prosecution, defence or settlement of any claim accepted under the terms of this Policy on behalf of the Insured Person. Should legal proceedings need to be issued the Insured Person does not have to accept the Solicitor nominated by Lawshield. If the Insured Person is unable to agree a suitable Solicitor with Lawshield the Insured Person's choice of Solicitor may be referred to arbitration in accordance with the terms and conditions of this Policy. In any event the Insured Person must notify Lawshield in writing of the full name and address of a Solicitor who they wish to represent them. In the event of a dispute as to choice of Solicitor pending arbitration, Lawshield will nominate a Solicitor to act on the Insured Person's behalf to safeguard his/her interests.

In the event that the Insurer insures two or more parties in respect of one claim, the Insured Person may nominate Solicitors of their own choice whose name and address should be submitted to Lawshield prior to any Legal Costs and Expenses being incurred.

In selecting their Solicitor, the Insured Person shall consider the common law duty to minimise the cost of any legal proceedings.

Prior to LawShield's acceptance of the Insured Person's nomination of a Solicitor, or if the Insured Person fails to nominate a Solicitor, Lawshield shall be entitled, but not bound to instruct a Solicitor on behalf of the Insured Person if they consider this necessary to safeguard the Insured Person's immediate interests.

In the event that the uninsured loss does not exceed the current level of the small claims court and is not in respect of a claim for Damages for personal injury, legal advice and assistance will be provided but no representation at any court hearing will be provided.

Lawshield will with the prior consent of the Insured Person make their own investigation into the case and may, subject to final approval of the Insured Person (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.

Lawshield shall have direct access to the Solicitor at all times and the Insured Person shall co-operate fully with Lawshield in all respects and shall keep Lawshield fully and continually informed of all developments in the legal representation of proceedings. At Lawshield's request the Insured Person shall instruct the Solicitor to produce to Lawshield any documents, information or advice in their possession and shall give the Solicitor or Lawshield such other instructions in relation to the conduct of their claim as Lawshield may require.

Lawshield's written consent must be obtained prior to:

- the instruction of counsel to appear before a Court (or tribunal) before which a Solicitor has a right of audience
- the instruction of Queen's Counsel
- the incurring of unusual experts fees or unusual disbursements
- the making of an appeal

The Insured Person must fully co-operate with the appointed Claims Adjusters or Solicitors.

The Solicitor or Insured Person shall inform Lawshield immediately in writing of any offer pursuant to Part 36 of the CPR made with a view to settling the claim and no agreement to settle on the basis of both parties paying their own costs is to be made without Lawshield's approval.

If any offer pursuant to Part 36 of the CPR is not accepted by the Insured Person but the amount thereof is equal to, or in excess of the total damage eventually recovered, the Insurer shall have no liability for any further Legal Costs and Expenses or for an opponent's civil costs unless, after being notified of the offer pursuant to Part 36 of the CPR, Lawshield agree to the continuance of the proceedings (such agreement not to be unreasonably withheld). Lawshield shall have the right to require the Insured Person to instruct a Solicitor to obtain a counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the CPR made by an opponent or proposed by the Insured Person or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.



At Lawshield's request the Insured Person will require the Solicitor to tax, assess or audit the Legal Costs and Expenses by the relevant authority.

If for any reason the Solicitor refuses to continue to act for the Insured Person or if the Insured Person withdraws his claim from the Solicitor, the Insurer's liability will cease forthwith unless Lawshield agree to appoint an alternative Solicitor to continue with the claim pursuant to the procedure contained in the terms and conditions of this Policy, but the Insurer shall have no liability to meet any additional Legal Costs and Expenses arising solely as a result of the appointment of a new Solicitor.

If the Insured Person unreasonably withdraws from a claim without the prior agreement of Lawshield, then Legal Costs and Expenses will become the responsibility of the Insured Person. The Insurer shall be entitled to reimbursement by the Insured Person for any costs paid or incurred in connection with the claim, including any Legal Costs and Expenses that they are liable to pay as a result of the Insured Person withdrawing from the claim.

The Insured Person shall take or have taken every available step to recover from their opponent Legal Costs and Expenses payable under this part of Your Policy, and such Legal Costs and Expenses must be paid to the Insurer.

#### **Financial Services Compensation Scheme (FSCS)**

Inter Partner Assistance SA is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)





# Chubb. Insured.<sup>SM</sup>

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