

Your Motor Policy

CHUBB®

Masterpiece® Motor

Thank you for choosing Masterpiece[®] 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.



Annmarie M. Camp

Executive Vice President, Head of Personal Risk Services 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

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

Policy Definitions

In this **Policy**, words have their plain English meaning. Throughout the **Policy**, defined terms will be capitalised, in italics and bold.

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 SE 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 SE, 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

European Motor Assistance Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This European Motor Assistance Cover is administered 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 insured by Lloyd's Insurance Company S.A.

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

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 and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

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 SE,
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 and Pensions Ombudsman (FSPO) in Ireland. The FSPO can be contacted at the address shown below:

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin, D02 VH29
Tel: + 353 1 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

Referring the matter to the FSPO 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

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.

Should **You** remain dissatisfied with the final response to **Your** complaint or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted at the address shown above.

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

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

Making a Motor Legal Expenses Cover Complaint

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding the sale or a claim please contact:

Lawshield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.
Tel: 1800 731 3942.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Services and Pensions Ombudsman Bureau. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Services and Pensions Ombudsman Bureau at:

Financial Services and Pensions Ombudsman Bureau,
Lincoln House, Lincoln Place, Dublin, D02 VH29

Tel: + 353 1 567 7000

Email: info@fspo.ie

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

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

Chubb European Group SE.

Irish registered branch address:

5 George's Dock, IFSC, Dublin 1, Ireland
Company Number 1112892.

Registered office:

La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

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

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

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

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 **You** 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

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

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

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

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

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

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

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

Assignment

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

Policy changes

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

Bankruptcy or insolvency

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

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

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

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

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

Abandoning property or possessions

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

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

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

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

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

If **Your Policy** premium is not paid when due, then your **Policy** will be considered void and of no effect and **We** will not pay any claims.

If **Your Policy** premium is paid by 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 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**.

Your cancellation within the cooling off period

To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** have a statutory right to cancel **Your Policy** for any reason within 14 days of receipt of **Your Policy** documentation, or 14 days from the effective date of the **Policy**, whichever is the later. Upon cancellation **You** must return 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**. **We** will refund any premium to **You**, provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding.

Your cancellation outside of the cooling off period

To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** can cancel **Your Policy** at any time and if **You** cancel outside the cooling off period, **You** are

entitled to a pro rata refund of premium, provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding. Upon cancellation **You** must return 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**.

Our cancellation

We may cancel **Your Policy** by giving **You** 14 days' notice written notice of such cancellation, by recorded delivery at **Your** last known address where **We** have grounds for doing so. Grounds for cancellation are:

- Where **You**/the policyholder did not take reasonable care to ensure the information provided on which the insurance was based was correct
- Deliberate, reckless or careless misrepresentation of information provided
- Failure to provide information or documentation **We** require and ask for to underwrite the **Policy**
- If **We** are ordered to or instructed to cancel this **Policy** by a regulator, court, or other law enforcement agency
- Failure to pay premiums when due
- Attempted or actual fraud

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**.

If **We** cancel this policy we will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. **We** will not refund any premium if a claim/ loss has occurred or is outstanding.

If a **Policy** is cancelled due to attempted or actual fraud, then **We** may recover from **You** any sums paid by us to **You** in respect of any claims. In addition **We** may by notice to **You**, treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

Refund

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 and will depend upon any claims made by **You**. However, **We** will not refund any premium in the event **We** have paid a claim /if a claim is outstanding or if attempted / actual fraud has taken place.

Appeals

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

You and **We** are free to choose the law applicable to this **Policy**. **We** propose to apply the laws of Ireland unless, at the effective date of the **Policy**, the **Policy** covers Vehicles registered in The British overseas territory of Gibraltar or the Crown dependencies of Jersey, Guernsey or the Isle of Man, in which case the law of Gibraltar or the respective Crown dependency will apply to those. By taking out this **Policy** **You** have agreed to this.

Data Protection Notice

Chubb uses personal information which **You** supply to **Us** or to **Your** Insurance broker in order to write and administer this **Policy**, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring or to a claim **You** are reporting.

We are part of a global group, and **Your** personal information may be shared with our group companies in other countries as required to provide **Your Policy** or to store **Your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **Your** personal information subject to our instructions and control. The agency records **Our** enquiries but **Your** credit rating is not affected.

You have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use **Your** personal information. For more information, **We** strongly recommend you read **Our** user-friendly Master Privacy, available here: <https://www2.chubb.com/ie-en/footer/privacy-policy.aspx>. You can ask is for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com

Insurance Act

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

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

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 or a **Family Member** must submit to **Us**, within 60 days after **We** request, a signed, sworn or affirmed 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

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

Employer's Liability

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

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

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

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 because of the repair following a covered partial loss the **Market Value** of the **Vehicle** is less than it was before the covered partial loss, **We** will pay for diminution in value. The maximum amount **We** will pay is up to 20% of the sum insured for that **Vehicle**, or the cost of the repair following the covered partial loss, or €250,000, whichever is less. This Payment basis is subject to the **Vehicle** having been professionally valued or purchased within the 24 months prior to the covered partial loss

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 **You** or a **Family Member's** disability. **You** 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

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)

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**.

Reward

We will pay up to a maximum of €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment : **You**, a **Family Member**, or the Police.

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

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

Gradual or Sudden Loss

We do not cover any loss or damage caused by rust, 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

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

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

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

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

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

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

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: ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN, a company registered in England and Wales with company number 2585818. 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. FCA registration can be checked by visiting the FCA website at www.fca.org.uk/register.

Rescue services are provided by Call Assist Limited, specialists in providing **Vehicle** breakdown assistance throughout the UK and Europe. Call Assist Limited is registered in England and Wales with company number 3668383. Their registered office at Axis Court, North Station road, Colchester, Essex, CO1 1UX.

This cover part is insured by Lloyd's Insurance Company S.A, a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloyds.com/brussels E-mail: enquiries.lloydsbrussels@lloyds.com.

Lloyd's Insurance Company S.A 's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other company's proportion or in respect of any other section of this policy.

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 Lloyd's Insurance Company S.A, the underwriter of this cover part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 & underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

We are authorised by the Central Bank of Ireland

Lawshield UK Ltd and UK General Insurance Limited are authorised and regulated in the UK by the Financial Conduct Authority.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check these details on the Financial Services Register from the Financial Conduct Authority website www.fca.org.uk or by calling the FCA on +44 300 500 8082.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland for the Conduct of **Business** Rules.

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.

The policy schedule/ statement of fact and any declaration which **You** have made to the Insurer are incorporated in and form part of this section of cover.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your Policy**. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. If any information **You** provide is not complete and accurate, this may mean this section of cover is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

Governing Law

You and we may choose which law applies to this contract. Unless we agree with you in writing, this insurance is governed by Irish law.

How We Will Pay Your Claim

Amount of Cover

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

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 Great Lakes Insurance (SE).

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:

War

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Terrorism UK Risks

- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Radiation

- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Electronic Data

- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this *Policy*, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this section of cover, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Conditions

Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether the Insurer accepts **Your** proposal, **Your** renewal, or any adjustment to **Your Policy**;
- fails to reveal or hides a fact likely to influence the cover the Insurer provides;
- makes a statement to the Insurer or anyone acting on their behalf, knowing the statement to be false;
- sends the Insurer or anyone acting on their behalf a document, knowing the document to be forged or false;
- makes a claim under this section of cover, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- If **Your** claim is in any way dishonest or exaggerated, the Insurer will not pay any benefit under this section of cover or return any premium to **You** and may cancel this section of cover immediately and backdate the cancellation to the date of the fraudulent claim. The Insurer may also take legal action against **You** and inform the appropriate authorities.

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.

Arbitration

A dispute between **You** and the Insurer may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **You** and the Insurer agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **You**, they are not covered under this policy. This arbitration condition does not affect **Your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **Your** claim being turned down, the Insurer will treat the claim as abandoned.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

Lawshield UK Limited PRIVACY NOTICE

This is a short privacy notice for Lawshield UK Ltd. We understand that your privacy is extremely important to us. As a result we have put in place many measures to ensure that any personal data we obtain from you is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides you with details of the type of insurance we may hold about you, how we obtain and use the information and how we protect your privacy. This notice may be updated from time to time, please refer to your website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how we use your data. Lawshield UK Ltd full privacy notice can be found by visiting our website www.lawshield.co.uk or request a copy by emailing us at dataprotection@lawshield.co.uk

Alternatively, you can write to us at:

Compliance Department
Lawshield UK Limited, 1210 Centre Park Square
Centre Park, Warrington, WA1 1RU

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Insurance Act 1936 (or future amendments thereto)

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

Finance Act 1990 (or future amendments thereto)

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

Chubb. Insured.SM

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.