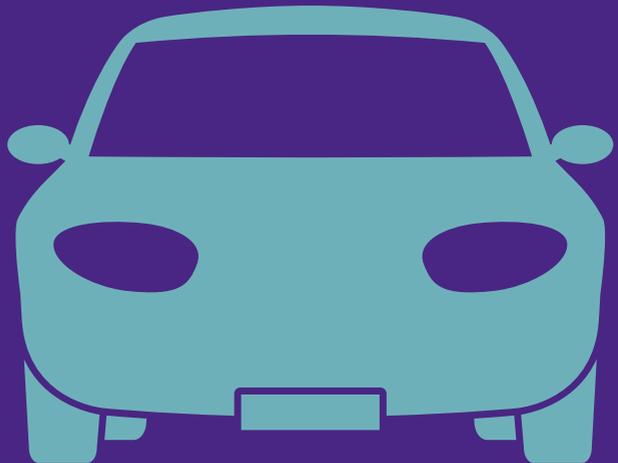


CAR INSURANCE



Policy



MAKING A CLAIM

Our aim is to get your car back on the road as quickly as possible and as we believe that making a claim should be easy. Our Claims Assist Teams are available 24 hours a day, 365 days a year to assist you with your queries.

1. Telephone our Claims First Notification Line on 1890 92 42 28 to notify them of your claim. Our Claims Team will advise you what to do next and issue all appropriate documentation.
2. If you have Comprehensive cover you can use our Recommended Repairer Network. If your car cannot be driven or if it is disabled they will tow your car. This will safeguard the car from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the Recommended Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which you may be responsible (The Excess) and then take delivery of your car.

HELPFUL NUMBERS

Claims	1890 92 42 28
Approved Windscreen Glass Repairer	1890 608 608
Roadside Assistance	01 832 8358

RSA is a registered business name of RSA Insurance Ireland Limited. RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandycroft Road, Dundrum, Dublin 16.
Tel: 1890 290 100. Outside Ireland Tel:+ 353 1 290 1000

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IMPORTANT: *The current Schedule shows the Sections of this Policy which apply.*

*Issued by RSA Insurance Ireland Limited,
RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16.*

CAR INSURANCE POLICY

Important Notice

We are pleased to provide you with the following information of which you should be aware before concluding a contract of insurance with us.

Please read the entire Policy, Proposal Form, Schedule, the Certificate of Insurance and any other Endorsement or document which we may issue and inform us immediately if there are any errors, or if you are not happy with the Policy.

It is advisable to keep all insurance documents in a safe place for future reference.

We are committed to offering the highest standard of service to all our customers but, if you are not satisfied for any reason, please refer to the information below which outlines your options

CUSTOMER SERVICE

Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland Ltd
RSA House
Dundrum Town Centre
Sandyford Road
Dublin 16
Telephone 1890 290100, Outside Ireland 00353 1 2901000
Email complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact

Insurance Ireland, 39 Molesworth Street, Dublin 2
Tel: 01 6761914 www.insuranceireland.eu
or
The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2
Tel: 01 6620899 or 1890 882090
www.financialombudsman.ie

DEFINITIONS

We/us/our	RSA Insurance Ireland Limited
You/your/Insured	The person named as the Insured on the Certificate of Insurance
Your Car	Your vehicle the registration number of which is shown on the Certificate of Insurance The vehicle must be owned by you, the Insured, your spouse or your Civil Partner (unless otherwise agreed by us). For the purposes of this Definition, ownership includes buying the car under hire purchase leasing or contract hire agreement.
Certificate of Insurance	This document is evidence of your motor insurance contract with us. It describes the vehicle covered under your Policy, drivers who may drive Your Car and the purposes for which the vehicle may be used. It also shows the Period of Cover
Schedule	This document shows the Sections of the Policy which apply and so describes the cover provided
Period of Insurance	The period for which we have accepted premium and issued a Certificate of Insurance
Proposal Form	The form signed by you and which describes you and details of the vehicle, drivers and all Material Information relevant to the cover requested
Excess	The amount you must pay towards a claim for loss of or damage to Your Car
Inexperienced Driver	A driver with a learner permit or provisional licence who has not reached the age of 25 years at the commencement of the Period of Insurance as shown on the current Schedule of Insurance
Accessory	Items offered as optional extras by the car manufacturer and permanently fitted to Your Car
Material Fact/Information	Any information or detail relating to your insurance which would affect the premium or the cover under this Policy

Road Traffic Acts	The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related Statutory Instruments
Persons Whose Liability is Covered	<ul style="list-style-type: none"> a) You, The Insured b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance c) Any passenger in, getting into or getting out of Your Car (but not the driver or any person in charge of the vehicle for the purpose of driving) solely in respect of liability incurred under the Policy
Personal Effects	Property normally worn, carried or used about the person in everyday use
Pre Accident Value	The market value of Your Car immediately before the incident but not exceeding any value declared to us by you prior to any loss or damage
Territorial Limits	Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein)

UNDERSTANDING THE POLICY

The Schedule and Certificate of Insurance form part of this Policy and should be read in conjunction with this booklet to ensure that the cover provided meets your insurance needs.

The Sections covered under the Policy are shown on the Schedule.

The Policy sets out the extent of the cover and benefits provided. As with all insurance contracts there are Exceptions and Conditions which apply to the cover. The Policy also sets out RSA's and your rights and responsibilities.

Definitions of terms commonly used in this Policy have been included to assist you. Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears in this Policy.

The insurer that you have entered a contract with is RSA Insurance Ireland Limited.

In accordance with Section 93 of the Insurance Act 1936 all monies which are or may become due under this Policy will, be payable and paid in the Republic of Ireland. All monies which become due under the contract shall be paid in Euro currency amounts unless otherwise agreed by us.

Stamp duty has or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended).

Law applicable to Contract

Under relevant European and Irish Law the parties to a proposed contract of insurance (we, RSA and you, the Insured) are free to choose the law applicable to that contract. We propose that Irish law will apply to this contract.

Communications between you and us about this Policy will be in English.

You and we agree the following:

1. The Proposal Form, and the information and Declaration contained in that document, are part of this contract
2. We will, for any Period of Insurance for which we accept premium and issue a Schedule provide insurance subject to the Terms and Exceptions and Conditions of this Policy for any accident, injury, loss or damage occurring in the Territorial Limits (unless otherwise stated)
3. Before we can make a payment under this Policy, the following conditions must be met:
 - The Insured, or any other person claiming indemnity, must, without exception, comply with the Terms and Conditions of this Policy

- The Premium must have been paid
- The statements and answers given in the Proposal Form and Declaration must be correct and complete to the best of your knowledge and belief. Any change in Material Information must have been notified to, received and accepted by us.

Duty of Disclosure

The information provided by you, the Insured, is shown in the Proposal Form. Please check that all of the information is accurate. If there are any errors or inaccuracies please contact us immediately.

Your attention is drawn in particular to Condition 5 of this Policy. The cover granted and the premium calculated for your risk are based on the information provided by you. We must be told immediately of any change in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the cover or result in the rejection of a claim.

Misrepresentation or non disclosure of a material fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution

Signed on behalf of the Insurer



Brian Hughes
Director of Personal Underwriting
RSA Insurance Ireland Limited

Section I

Legal Liability to Third Parties

1. Indemnity

We will cover you or any Person whose Liability is Covered against legal liability for damages and claimants costs for:

- a) Death or Bodily Injury to any person (other than an Excepted Person)
- b) Damage to property up to a limit of €30 million in the event of any accident caused by or through or in connection with:
 - i) Your Car
 - ii) A trailer or disabled mechanically propelled vehicle which is attached to or being towed by Your Car as permitted by law
 - iii) Any detached single-axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment

Provided that the person claiming indemnity (other than you, the Insured)

- i) is not entitled to indemnity under any other policy
- ii) has, as though they were the Insured, observed all of the Terms Exceptions and Conditions of the Policy.

2. Driving Other Cars

If item 5(b) is shown on the effective Certificate of Insurance we will cover you under this Section while you are personally driving a vehicle described in item 5(b).

3. Legal Personal Representatives

If any person dies and they have incurred any liability which is covered under this Section we will cover that persons legal personal representatives subject to the Terms Conditions and Exceptions of this Policy.

4. Special Provision in respect of United Kingdom use

We will pay for emergency treatments as required by the Road Traffic Acts in respect of any incident arising while Your Car is being used in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

5. Legal Costs

If an incident occurs which gives rise to a claim under this Section we will pay

- a) the solicitors fee for representation at any Coroners inquest in respect of any death
- b) the solicitors fee for defending any proceedings in a Court of Summary Jurisdiction
- c) the cost of legal services for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm up to an amount of €5,000
- d) all other costs and expenses incurred with our written consent up to €7.5 million.

6. EU Extension

We will provide cover under this Section while Your Car is in any country within the European Union and any other country which is included by EU Directive (72/166/CEE Article 7).

The cover provided by this Sub Section complies with the compulsory insurance requirements of such countries or as required by the relevant Road Traffic Acts.

7. Fire Brigade

We will pay a fire authority any reasonable charge for which you are legally liable under the Fire Services Act 1981 or any amending legislation in respect of any incident giving rise to a valid claim under this Policy. Our maximum payment under this Policy will be €1,000 in total. Any payment made under this Section 1 will be deducted from any claim made for the same incident under Sections 2 or 4.

Excepted Persons

We will not provide indemnity to any Person claiming under this Section 1 in respect of

- a) damage to any vehicle covered by this Policy or any property in or on the vehicle
- b) damage to property owned by or in the possession or custody or control of a Person Whose Liability is Covered
- c) any person claiming in respect of injury sustained while that person is a driver of or is in charge of a vehicle insured under this Policy for the purposes of driving.

In this Section any reference to a vehicle includes any trailer attachment or other vehicle connected to the vehicle described in the current Certificate of Insurance.

Section 2

Loss of or damage to Your Car by Fire or Theft

We will pay for any loss of or damage to Your Car and its Accessories and spare parts while they are in or on Your Car caused by fire, lightning, explosion, theft or attempted theft. We will pay up to €1,000 in total in respect of replacement locks or to reset electronic locking controls on Your Car if the keys to it are stolen from your permanent residence following violent forcible entry. You must report the break-in and theft of the keys to the Gardai or local police authority.

Excess

An Excess may apply to a claim under this Section. The amount of any Excess will be shown against this Section on the Schedule.

Inexperienced Driver Excess

The Excess shown on the Schedule against this Section is increased by €250 if the Your Car is being driven by or is in the charge of an Inexperienced Driver at the time of the loss.

Section 3

Windscreen Damage

We will pay for the cost of replacement or repair, if appropriate, of the windscreen or the glass in Your Car if the repair or replacement is carried out by a repairer approved by us. If you select an alternative repairer the maximum that we will pay is €225.

Section 4

Accidental Damage

We will pay for accidental damage to Your Car and its Accessories and spare parts while they are in or on Your Car.

Excess

An Excess will apply to any claim under this Section. The amount of this Excess is shown against this Section on the Schedule.

Inexperienced Driver Excess

The Excess shown on the Schedule against this Section is increased by €250 if the Your Car is being driven by or is in the charge of an Inexperienced Driver at the time of the loss.

Clauses applicable to Sections 2, 3 and 4

- a) If Your Car is lost, or in our opinion is damaged beyond economical repair we may at our option arrange or authorise either
 - i) repair of Your Car or
 - ii) replacement of Your Car with a car of the same manufacture, model, condition and year of manufacture
 If we replace Your Car under this Clause we shall become entitled to possession and ownership of that car.
- b) If to our knowledge Your Car is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner's legal entitlement.
- c) If Your Car is disabled by any loss or damage covered under this Policy we will pay for the reasonable cost of its protection and its removal to the nearest competent repairer. After repairs have been completed we will also pay for the redelivery of Your Car to your address as stated on the current Certificate of Insurance.
- d) We may ask you to place Your Car in a safe place agreed by us pending its repair or disposal.
- e) Our maximum payment for any loss or damage under Section 2 or 4 will be the pre accident value of Your Car immediately preceding the incident but will not exceed any value declared to us prior to the loss.
- f) If any spare part is lost or damaged and we cannot get a replacement from stock in the Republic of Ireland we will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.
- g) If the damage to Your Car is contributed to or caused by it being driven through or into flood, submerged road or any body of water the Excess applicable to any such claim will be twice the amount shown on the current Schedule.
- h) We will pay a fire authority any reasonable charge for which the Insured is legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.
Our maximum payment under this Policy will be €1,000 in total. Any payment made under Section 2 or 4 will be deducted from any claim made for the same incident under Section 1 sub section 7 Fire Brigade.

Exceptions to Section 2, 3 and 4

We will not pay for

- a) loss of use, depreciation, wear, and tear, mechanical, electrical, electronic, or computer failures or breakdowns or breakages
- b) damage to tyres caused by the application of brakes or by road punctures cuts or bursts
- c) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- d) any loss or damage in respect of Satellite Navigation equipment or games consoles and equipment other than those permanently fitted to Your Car and included in the value declared to and accepted by us.
- e) loss or damage to radio or mobile telephones, laptops, ipads, ipods, tablets or similar device or their component parts or ancillary equipment
- f) loss or damage to audio equipment unless permanently fitted to Your Car as standard equipment by the manufacturer and included in the value of Your Car declared to and accepted by us
- g) replacement of locks of Your Car following loss of, damage to, or theft of keys or locking devices which occurs without the theft of Your Car except as provided under Section 2
- h) theft and/or unauthorised taking of Your Car by any member of your family or any person who lives with you
- i) loss or damage due to theft or any attempted theft occurring while Your Car is unlocked and/or the keys or locking device were in the ignition or stored in the vehicle
- j) loss or damage to the engine or fuel systems of Your Car caused by contamination by or use of incorrect fuels
- k) loss or damage to the engine or fuel systems of Your Car caused by the lack of lubricant or oil
- l) loss or damage of Your Car as a result of deception or any fraudulent action by a purported purchaser or his or her agent
- m) the cost of parts in excess of the manufacturers list price as last published in the Republic of Ireland
- n) that part of the cost of any repair or replacement which improves Your Car beyond its condition or value before the loss or damage occurred
- o) any loss or damage arising from the confiscation of Your Car by or under order of any government, police authority, or public or local authority
- p) any loss or damage to Your Car caused by the taking and/or returning of it to the legal owner
- q) any loss or damage arising from any deliberate act by any Person Whose Liability is Covered
- r) any additional cost of importing spare parts or accessories from outside the European Union.

Section 5

Additional Benefits

1. Injury to You or Your Spouse

If You or your spouse or Civil Partner sustain an injury the benefits shown below will be paid provided the injury is sustained

- i) in direct connection with Your Car or
- ii) while getting into or getting out of any other private car which does not belong to you (nor hired or lent to you under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident

- | | |
|---|---------|
| i) Death | €25,000 |
| ii) Total and irrecoverable loss of sight of one or both eyes | €25,000 |
| iii) Total loss by physical severance at or above the wrist or ankle of one or more limbs | €25,000 |

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €25,000 in any one Period of Insurance in respect of each person.

In the event of a payment in respect of Death, the payment will be made to the personal legal representatives of the deceased.

Exceptions

We will not pay under this sub section in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person claiming under this sub section is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the injury giving rise to the loss was sustained.

If the only claim under your policy is in respect of payment under this sub section and for no other reason or loss your No Claims Discount will not be affected and no Excess will be deducted.

2. New Car Replacement

If Your Car is lost and not recovered or is damaged beyond economic repair by any cause covered under Section 2 or 4 of this Policy and provided this loss occurs within twelve months of its first registration as new by you, we may in lieu of making a monetary payment and with your permission and that of any other interested party known to us replace Your Car with a new vehicle of the same model and manufacture subject to availability.

3. Temporary Replacement Car

If Your Car is out of use as a result of loss or damage insured under this Policy we will pay you in respect of any outlay for hiring charges of a similar vehicle from a recognised self drive hire operator. The maximum amount we will pay is €200.

Cover under this sub section does not apply if the only damage to Your Car is windscreen or glass breakage or consequent scratching of bodywork.

The cover provided by this Policy does not automatically apply in respect of the hired car.

Before driving the hired car you must transfer your insurance.

4. Personal Belongings

We will pay you or at your request the owner of the property for any loss or damage to rugs, clothing or Personal Effects while in or on Your Car provided that

- a) the damage or loss is due to fire theft attempted theft or accidental means
- b) the total amount paid in respect of any one occurrence will be €500
- c) payment to any person other than you will be made direct to that person
- d) in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car.

Exceptions

We will not pay for any loss of or damage to

- i) money stamps tickets documents or securities
- ii) goods or samples carried in connection with any trade or business
- iii) loss of or damage to radio telephones satellite navigation systems televisions or DVD/Video recorders, laptop computers, ipods, ipads, tablets or similar and their component parts or ancillary equipment or parts
- iv) jewellery.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

5. Child Seats

If loss or damage to a child seat or a booster seat is caused by fire, theft, attempted theft or by accidental means we will pay up to €400 for the replacement of the seat provided that

- a) the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications
- b) in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car and you have reported the theft or attempted theft to the Gardai or local police authority
- c) the loss or damage occurs in direct connection with an incident giving rise to a valid claim under this Policy.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

Section 6

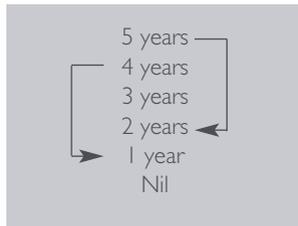
No Claims Discount

Provided no transfer of interest in this Policy has arisen during the Period of Insurance the renewal premium will be reduced by a No Claims Discount based on our five year scale.

6a Step Back No Claims Discount Protection

If a claim arises during the Period of Insurance for which the premium has been reduced by a No Claim Discount the discount to be applied from the next renewal shall be reduced by the equivalent of three years on our scale.

If two or more claims arise during a single Period of Insurance the No Claim Discount shall reduce to Nil.



6b Protected No Claim Discount - One Claim in 3 Years (Unlimited)

If not more than one claim is made within a three year period prior to the renewal of the Policy the No Claim Discount will not be reduced.

If we pay a claim and protect your No Claims Discount under this sub section

- i) the point on the No Claim Discount Scale will be maintained at the next renewal but will not be advanced
- ii) we will remove the Protection for any later claim. Any later claim will reduce your No Claims Discount in accordance with 6a Step Back No Claims Discount

You will not qualify to purchase Protection under this policy for at least 3 years following the first renewal after the incident giving rise to the claim.

6c No Claims Discount – No Protection

If any claim arises during any Period of Insurance for which the premium has been reduced by a No Claim Discount the discount shall reduce to Nil.

Clauses Applicable to Section 6

1) Calculation of No Claims Discount

If at the time of calculation of the No Claims Discount shown on the renewal invitation

- i) a claim has been notified to us but has not been finalised the discount will be reduced in accordance with subsection 6a, 6b or 6c whichever applies. If the claim is subsequently finalised without any payment made by us or within the limits of any Protection which you have purchased we will retrospectively apply the No Claims Discount and will return any difference in premium to you
- ii) any claim in the Period of Insurance has been disregarded we may at our option treat any such claim as having occurred in the next Period of Insurance

2) Introductory Discount

If we have reduced your first premium by an introductory discount and

- i) you do not have a claim we will add the introductory discount to any No Claims Discount which you have earned under this Policy when we calculate your renewal premium at first and any subsequent renewal.
The total discount allowed will not exceed the maximum No Claims Discount on our Scale.
- ii) you have a claim in any Period of Insurance we will remove the introductory discount when calculating the premium at the next renewal. The introductory discount will not be reapplied at any subsequent renewal

Any proof of No Claims Discount which we may issue will describe No Claims Discount earned and will not include any allowance in respect of the introductory discount.

3) Claims which will not affect your No Claims Discount

- i) The following will not affect the No Claims Discount provided under sub sections 6a, 6b or 6c
 - a) any payment under Section 1 sub section 4 Special Provision in respect of United Kingdom Use
 - b) any payment under Section 7 sub section b – Medical Expenses
 - c) no more than two payments in the Period of Insurance under Section 3 Windscreen
- ii) In addition to i) above if 6a or 6b are shown on the current Schedule the No Claims Discount will not be affected if the only payment made in the Period of Insurance is
 - a) no more than one payment under Section 2 Fire and Theft
or
a payment under the following sub sections of Section 5 provided the loss is as a result of fire theft or attempted theft
 - sub section 2 New Car Replacement
 - sub section 3 Temporary Replacement Car
 - sub section 4 Personal Belongings
 - sub section 5 Child Seats
 - b) any payment under Section 5 sub section a – Injury to You or Your Spouse

Section 7

Endorsements

7a Foreign Use

If you use Your Car outside the Territorial Limits of the Policy the cover provided by Section 1 sub section 6 EU Extension will automatically apply.

Fire, Theft, Windscreen and Accidental Damage

The cover you have bought under Sections 2, 3 and 4 will apply while Your Car is in, or being transported between ports in, any Green Card Country for a single visit lasting up to a maximum of 30 days. If you claim for a risk we insure, we will also cover any costs you have as a result of being forced to pay customs duty.

You may request us to extend the length of this cover by calling us, and should we agree to extend the period of cover we may ask you to pay an additional premium.

A Green Card country is any country that is a member of the European Union or a country that has according to the Commission of the European Union made arrangements to meet Article 7 (2) of the EC Directive on insurance of civil liabilities arising from using motor vehicles (number 72/166/EEC) (as amended)

7b Medical Expenses

If any occupant of Your Car sustains an injury caused by external violent and visible means in direct connection with Your Car we will indemnify you against any liability in respect of medical expenses for treatment as a hospital inpatient. The maximum we will pay is €100 for each person injured.

Any payment under this sub section will not affect Your No Claims Discount and no Excess will be deducted.

Section 8

Uncoupled Trailer Cover

8a Specified Trailers

The cover provided by Section I – Liability to Third Parties is extended to include the use of any specified trailer owned by you or in your custody or control while the trailer is detached or uncoupled from Your Car.

The extent of the cover provided is only as is necessary to meet the requirements of the Road Traffic Acts

Cover provided by this Sub Section only applies if we have agreed and confirmed the cover in writing

8b Unspecified Trailers

The cover provided by Section I Liability to Third Parties is extended in respect of the use of any trailer owned by or in the custody or control of the Insured while uncoupled from the Insured Vehicle but only as far as is necessary to meet the requirements of the Road Traffic Acts and provided that the unladen weight of the trailer is less than 1 tonne.

Cover provided by this Sub Section only applies if we have agreed and confirmed the cover in writing.

The cover provided under A or B above whichever applies

- i) will not apply while the trailer is being used for any other purpose other than social, domestic and pleasure purposes and
- ii) does not apply if the trailer is a caravan, mobile home, trailer tent or boat trailer or if it has machinery or other equipment attached to it.

Section 9

Roadside Assistance

Roadside Assistance is a 24 hour emergency breakdown assistance service. It is there to assist you in your time of need.

The type of assistance provided depends on the options available to us and our service provider at the time of the request for assistance. You should be aware that the cover provided will be at the service providers discretion as not all options are available at all times. For example car hire may not be available in the early hours of the morning.

What to do?

Should you require assistance, please telephone the Roadside Assistance Helpline on **01 8328358**

Please have the following information available when you call:

- your exact location
- the registration number of Your Car
- your policy number
- a telephone number where you can be contacted
- a description of the problem

If you need assistance because of the theft or attempted theft of Your Car, you must report it to the Gardai or appropriate police authority before we provide assistance.

We and our service providers are responsible only for the cost of providing benefits available through Roadside Assistance. If you make your own arrangements we will not pay any charge nor will we reimburse you for any payment you have made.

Definitions relating to Section 8 - Roadside Assistance only: (all other Definitions on pages 2 and 3 apply equally to this Section)

You/your/Insured: Any driver who is driving Your Car and who is driving with your permission and who lives in the Republic of Ireland

Passengers: All non-fare paying passengers except hitchhikers being carried in Your Car at the time assistance is required

Territorial Limits: The geographical area of the Republic of Ireland and Northern Ireland

Benefits

If Your Car is disabled or cannot move as a result of a motor accident, electrical or mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that require assistance to fix or replacement of a wheel, lost or stolen keys, keys broken in the lock or locked in Your Car or if incorrect fuel has been used in Your Car we will arrange and pay for the benefits set out below.

1. Breakdown Assistance

We will arrange

- a) One hour's free labour at the roadside if Your Car can be repaired where it is; or
- b) towing of Your Car to the nearest competent repairer or to a garage of your choice, whichever is closer
- c) Somebody to assist you in the event of a breakdown at your home.

2. Completion of Journey

If Your Car cannot be repaired at the roadside and has broken down more than 30km from your home address as shown on the current Certificate of Insurance we will arrange and pay for:

- a) transportation for you and the Passengers home or onward to their intended destination within the Territorial Limits applying to this Section or
- b) use of a Class A replacement hire car for up to 48 hours while repairs are carried out; or
- c) overnight Bed and Breakfast accommodation for you and the Passengers for one night only, while Your Car is being repaired. The most we will pay for accommodation is €40 per person and €200 in total in the Republic of Ireland, or Stg£40 per person and £200 in total in Northern Ireland. This cover applies if the breakdown occurs when Your Car is more than 30km from the address shown on the current Certificate of Insurance.

3. Message Relay

We will pass on two urgent messages for you.

4. Public Transportation

In the event of Your Car being taken for repair the assistance company will provide the cost of public transportation for You to collect Your Car when the repairs are completed.

5. Theft of Your Car within Ireland

If You are away from home and Your Car has been stolen and not recovered within 24 hours we will provide a Class A replacement car for up to five days or up to when Your Car is recovered whichever is sooner. You must have reported the theft to the Gardai or appropriate police authority.

Clauses Applicable to Section 9

- a) No benefit shall be payable unless the service provider has been notified and has authorised assistance via the emergency telephone number provided.
- b) In the event of theft of Your Car the theft must be reported to the Gardaí or local police authority before any benefits can apply.
- c) Vehicles not covered by the current Certificate of Insurance will not be eligible for assistance under this Section.
- d) If You or a driver named on your policy is not with Your Car and our repairer cannot assist, any subsequent assistance will be at your own cost.
- e) The provider may refuse assistance in circumstances where the vehicle is in an inaccessible off road location.
- f) In the event that the assistance required is to provide access to Your Car where the driver is locked out the provider will not be liable in respect of any damage caused by the service provider in gaining access to Your Car. The driver of Your Car will be required to sign a declaration to this effect prior to the assistance being given.
- g) The provider may not provide assistance where the vehicle to be recovered has had modifications to wheel arches, front and rear bumpers and alterations to suspension levels.
- h) Replacement cars are subject to certain car hire criteria required by the car hire company including, but not limited to, a full driver's licence without endorsements, a cash or credit card deposit. These criteria are not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick up point.
Insurance cover on your policy does not automatically transfer to the Hire Car. Arranging insurance cover before you drive the Hire car is your responsibility.
- i) If the Assistance is required as a result of an accident and You or the driver at the time of the accident decide not to use a repairer approved by us, the assistance provider will tow Your Car to the nearest competent repairer or to a garage of your choice, whichever is closer. This is the only benefit which will apply and no other payment or assistance will be provided under this Section.
- j) The provider may refuse assistance in circumstances where the driver is clearly intoxicated.
- k) The provider cannot accept responsibility for the transportation or cost of transportation or housing, livery or otherwise of pet animals or livestock carried in Your Car.
- l) If you call the provider for assistance and then cancel the request you are not eligible for another call out for that assistance.

Exceptions to Section 9

We will not be liable

- a) For any liability or consequential loss arising from any act performed in the execution of the assistance services provided
- b) To pay for expenses, which are recoverable from any other source
- c) For any claim arising where the vehicle is carrying more occupants or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of Your Car on unsuitable terrain
- d) For the cost of repairing the car other than outlined in the benefit, I Breakdown Assistance a) above
- e) For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility
- f) For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car
- g) The cost of any assistance or repair made by you other than via RSA Roadside Assistance
- h) The cost of any repair or assistance if the cause of the breakdown or fault is for any recurring cause for which assistance has been provided within the previous 28 days and a permanent repair has not been undertaken to correct the same fault
- i) For the cost of winching or specialist equipment
- j) For any claim or costs arising from the loss or damage to any goods or contents in Your Car
- k) The cost of puncture repairs if no serviceable spare wheel or tyre is available
- l) For any cost incurred in draining incorrect fuel from the engine of Your Car or any environmental charges associated with this breakdown
- m) For any assistance due to Your Car running out of fuel.

Section 10 Additional Endorsements

The attached Endorsement(s) apply in addition to those shown on the Schedule Endorsements are subject to the Terms Exceptions and Conditions of the Policy.

General Exceptions (Applying to the whole Policy)

We will not be liable

1. in respect of any liability (in excess of the common law or any statutory liability applicable) under an agreement which would not have applied if the agreement did not exist
2. in respect of any accident, injury, loss damage or liability arising while any vehicle for which Indemnity is provided under this Policy is
 - a) being driven by or for the purposes of being driven is in the charge of any person not so permitted by the Certificate of Insurance
 - b) being used for any purpose other than in accordance with the Limitations as to Use
3. in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to by the Road Traffic Acts) directly or indirectly caused by or arising from or contributed to by
 - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) a riot or civil commotion unless you can prove that the loss, damage or injury was not caused by that riot or civil commotion
 - d) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion revolution, insurrection or civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
 - e) any act of terrorism including any action taken to control or prevent an act of terrorism
If you or any other Person whose Liability is Covered alleges that this Policy covers an event that we have decided is not covered because of this Exception the onus will be on that person to prove that the event was not an act of terrorism

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

- f) any action in controlling, suppressing, or in any way relating to c) or d)

If we allege that by reason of this Exception any liability loss or damage cost or expense is not covered the burden of proof to the contrary shall be yours

In the event that any part of this Exception is not enforceable the remainder of the Exception will remain in force

4. Any consequence of
 - a) The failure or inability of any electronic equipment to
 - i) Correctly recognise any data or
 - ii) Correctly capture, save, retain, manipulate, interpret or process any data, information, data command, or instruction whether or not such had been programmed into such equipment
 - b) The interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
 - c) The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
 - d) Unauthorised access to a system or data

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

Conditions

(Applying to the whole Policy)

1. Other Insurance

If there is another insurance policy covering the same loss, damage or liability we shall not be liable to pay more than our rateable proportion of any claim.

We will not pay a share of any claim under Section I Sub Section I if there is another policy in force covering the liability of a person claiming indemnity.

2. Accident and Claims Procedure

- a) Full details of any incident loss or damage, including any notice of prosecution or inquest must be sent to us immediately
- b) All communications from any other parties must be advised to or sent to us immediately upon receipt
- c) Unless we give our written consent no one will make any admission, offer or promise of payment under this Policy
- d) We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in your name any claim for indemnity or damages
- e) You are required to provide us with all information and assistance, including if we request it, the completion of an accident report or claim form.

3. Care of the Vehicle

You must take all reasonable steps to safeguard Your Car from loss or damage.

You must maintain Your Car in an efficient and roadworthy condition. We have free access at all times to examine Your Car.

4. Cancellation of Your Policy and Mid-Term Alterations

a) Cancellation by us

The Policy may be cancelled by us by sending 10 days notice to you at your last known address. If we cancel the Policy we will return the portion of the premium for the unexpired Period of Insurance.

b) Cancellation by you

The Policy may be cancelled by you at any time by providing written confirmation and returning the Certificate of Insurance to us. Cover will cease from the date of receipt of your instruction or the Certificate of Insurance whichever is the later. Provided there has been no claim during the Period of Insurance we will refund the premium paid less an amount calculated at our Short Period Rates subject to Condition 5c).

If the Policy is cancelled within	Proportion of the premium we will refund
First 14 days	Refer to Condition 8 Cooling Off Period
1st month	return 80%
2nd month	return 70%
3rd month	return 60%
4th month	return 50%
5th month	return 40%
6th month	return 30%
7th month	return 20%
8th month	return 10%
9th month or later	no refund

c) Cancellation Procedures

No refund of premium will be made under either 5a) or 5b) above if the effective Certificate of Insurance has not been returned to and received by us. We will deduct an amount in respect of fixed expenses from any return due to the Insured following cancellation of this Policy under condition 5a) or 5b).

d) Mid Term Alteration

Where any change to the cover provided by this Policy and agreed by us results in an additional or return premium of less than €25 inclusive of levy we will not charge the additional nor rebate the return premium to you.

If the mid term alteration is the permanent deletion (without replacement or substitution) of a vehicle from the Policy we shall, in the calculation of any return premium, deduct an amount in respect of fixed expenses. If you are paying your premium by direct debit and you reclaim any paid instalment we will treat this as a default under your Instalment Plan Agreement and will commence cancellation procedures under this sub section.

In accordance with the terms and conditions of your Instalment Plan Agreement cover is reduced to that required by the Road Traffic Act

5 Your Duty

You or anyone acting on your behalf must not act in any fraudulent way.

We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

a) Material Information

The information supplied by you or on your behalf is the basis of this contract of Insurance. All information must be true. Cover may not operate if any Material Information has been withheld or is inaccurate or misleading.

We reserve the right to reassess cover and premium following notification of any Material Information.

Failure to disclose all Material Information may result in a claim being rejected, claim payment being reduced or the Policy being invalid.

b) Fraudulent Claims

If any claim is made by you or anyone acting on your behalf is in any way false, exaggerated or fraudulent any benefit or protection and all rights under this Policy will be forfeited. This may include refusal to pay any current or future claims, cancellation of the Policy and we reserve the right to recover payments and all costs relating to any claim already paid.

Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These actions are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future.

Material information is any fact that RSA Insurance Ireland Limited (RSA) would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance.

In addition, when buying this Policy you warrant and represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person.

6. Laws relating to Compulsory Insurance

If we are obliged by the law of a country to make a payment under this Policy for which we would not otherwise be liable under this Policy you will repay any amount paid.

7. Disclosure of Convictions, Offences or Penalty Points

If you or any driver whose driving is covered by this Policy is convicted of any Criminal offence or any offence under the Road Traffic Acts or has had a fixed penalty or penalty points imposed, this is a Material Fact and the following information must be disclosed before the next renewal of the Policy:

- a) The type of offence(s)
- b) The penalty imposed including the number of any penalty points imposed
- c) The dates of the conviction(s) or penalty imposed
- d) The Driver Number printed on the licence of the driver on whom the penalty has been imposed.

If any offence occurring during the expiring Period of Insurance has not been included in the calculation of the renewal premium we may at our option treat such offence or penalty as having occurred in the Period of Insurance shown on the renewal invitation.

8. Cooling off Period

You have the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which you receive the full terms and Conditions of the Policy whichever is later
- b) the Certificate and Disc of Insurance issued to you have been returned to us.

If you choose to exercise this right it will mean that no Policy was ever in place and we will refund any premium paid. No claim may be made at a later date.

9. Drink or Drugs

We will not be liable under this Policy except so far as is required by law, if as a result of any incident giving rise a claim the person driving is convicted of or has a fixed penalty imposed for any offence involving driving under the influence of alcohol or drugs. Where any payment has been made prior to the conviction or imposition of a penalty by a court for such offence, we reserve our right to recover any payment from you.

10. Judgement in a Foreign Court

We will not be liable for any proceedings or judgements made in any court outside the Republic of Ireland unless successful judgement is obtained in the court of a foreign country to which we have agreed to extend cover.

NOTES TO HELP YOU

(Not forming part of the Policy)

Drivers

No person other than those shown on the effective Certificate of Insurance should drive your car. If you wish to include a driver or if you wish to change a driver we may require a form to be completed in respect of the new driver showing that persons name, age and driving history. An additional premium may be required.

Remember – no driver may drive your car without a valid Certificate of Insurance.

Changing your car

We shall need to know

1. Make and exact model
2. Year of make
3. Estimate of present value
4. Engine capacity
5. Registration number
6. Date of purchase
7. If the car has been modified
8. Date the insurance on the current vehicle is to cease
9. if the change is temporary, the date and time that cover is to return to your permanent vehicle.

Change of address

Just give us the details of your new address and the date of the change.

Remember for all changes where you receive a new Certificate of Insurance and/or Insurance Disc, please return the old Certificate and Disc.

Help us to help you

At the time of an accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible. Aggression by either party does not signify innocence either. Let us deal with the liability issue.

Please make a note of the name, address and insurance information (company and policy number) of the other people involved. Make a note of the registration numbers and the positions of any other vehicles. Obtain the names of any witnesses and Gardaí involved. Tell us about the accident as soon as possible by calling Claims **1890 92 42 28**.

We do not require an accident report form to be completed in every case. However, we recommend that you draw a sketch which clearly shows the position of your car before and immediately after the incident while the details are still fresh in your mind.

We operate an Approved Repairer Network which may be able to provide you with assistance in relation to the damage to your own car.

Please forward any communication received in relation to the accident to us without delay.

What the Law requires in the case of an accident

For your guidance the following has been extracted from the 'Rules of the Road'.

- a) Any driver involved must stop his/her vehicle and keep it at the scene of the accident for a reasonable time. However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible.
- b) Any driver must, if requested, give
 - i) Name and address
 - ii) The name and address of the vehicle owner if different
 - iii) The vehicle registration number
 - iv) Evidence of insurance to a Garda, or if no Garda is present to anyone present who was involved in or affected by the accident – in any other case the information must be given, if requested to an independent witness.
- c) If any person is injured as result of the accident, the accident must be reported to the nearest Garda station if no Garda is present at the scene of the accident.
- d) Where damage to property only is involved it is not necessary to report the accident to a Garda Station provided the driver gives necessary particulars as b) above to the owner of the property.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurance Bureau of Ireland, 39 Molesworth Street, Dublin 2. Telephone (01) 676 9944.

DATA PROTECTION NOTICE

RSA Insurance Ireland Ltd recognise that protecting personal information, including sensitive personal information, is very important and we recognise that you and any driver have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information given to us by or on behalf of the Insured. If information relating to anyone other than you personally, the Insured is responsible for obtaining their consent to the use of their data in the manner outlined below.

What Does RSA do with Your Personal Data

Information you provide will be used by RSA for the purposes of processing your application and administering your insurance policy. RSA may need to collect sensitive data relating to you (such as medical or health records or convictions) in order to process your application and/or any claim made. All information supplied by you will be treated in confidence by RSA and will not be disclosed to any third parties except

- a) to our agents, sub-contractors and re-insurers
- b) to third parties involved in the assessment, administration or investigation of a claim,
- c) where your consent has been received or
- d) where permitted by law. In order to provide you with products and services this information will be held in the data systems of RSA or our agents or subcontractors.

RSA may pass your information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided. Calls to RSA may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share information about you with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. RSA may also search these agencies and databases to
- Help make decisions about the provision and administration of insurance, credit and related services for you
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with RSA

- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity
- Undertake credit searches and additional fraud searches.

Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. Insurance companies share claims data

- a) to ensure that more than one claim cannot be made for the same personal injury or property damage
- b) to check that claims information matches what was provided when insurance cover was taken out
- c) and, when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Officer, RSA Insurance Ireland Ltd, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Consent

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above.



RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA Insurance Ireland Limited is registered in Ireland under number 148094
with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland.