



PRESTIGE

UNDERWRITING SERVICES (IRELAND) LTD

Policy Wording



PRESTIGE MOTOR OPTIONS
IRELAND

Private Motor Insurance

PRESTIGE UNDERWRITING SERVICES (IRELAND) LIMITED

24 Hour Accident Reporting Line

You can call our Claim line, anytime day or night.
We are on duty 24 hours a day, 365 days a year,
to give help or advice and progress your claim as fast as possible.

Just call to claim...

Claim Line ... 1890 882525

Call our dedicated Claim Line number and we will be able to:-

- Validate your claim so as to allow repairs to commence immediately via our Approved Repairer Network
- Arrange recovery of your vehicle

We will be advising your broker or intermediary of your claim, so you receive not only fast approval to proceed with repairs, but retain your access to professional independent insurance advice should you need it.

Using an Approved Repairer takes the whole problem of repair away from you. No more haggling over bills, as we deal with the repair costs and payments on your behalf. It's all designed to get you back on the road fast.

Our Nationwide network of Approved Repairers is obliged to comply with the high standards demanded by our motor engineers. Thus, in addition to ensuring all repairs are dealt with efficiently, the highest standards of workmanship are guaranteed.

Approved Repairer Network – Getting you back on the road again, fast

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Introduction

Please read this policy, *your certificate* of insurance, and *your schedule* carefully to make sure *you* have all the cover *you* need. *You* should keep all these documents in a safe place.

Thank *you* for choosing International Insurance Company of Hannover Limited as *your* car insurer.

This policy has been issued on their behalf by Prestige Underwriting Services (Ireland) Limited.

If any details shown on *your schedule* or *certificate* of motor insurance are incorrect, please return it to *your broker/insurance adviser*, advising them of changes required.

Your Policy and Schedule

We will provide insurance as shown in:

- this policy, as amended by the *schedule*, which shows any additional benefits or amendments that apply
- the *certificate* of motor insurance and disc, which are evidence of the motor insurance that *you* are required by law to possess when driving a motor vehicle.

The proposal and declaration *you* made form the basis of this policy.

Where more than one vehicle is insured by the policy, the insurance will operate as if a separate policy had been issued for each vehicle.

Foreign Use

The insurance under this policy is extended, for a period of 30 days in any one period of insurance, to provide the same cover shown in *your policy schedule* in any member country of the European Union, Iceland, Norway, Switzerland and Croatia.

Cover in these countries is conditional upon *your* main permanent residence being in the Republic of Ireland.

If *you* cannot drive the car because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to *your* address in the Republic of Ireland.

We will also pay the amount of customs duty *you* have to pay as a result of the loss or damage.

The third EU Non-Life Directive as implemented in the Republic of Ireland by the European Communities (Non-Life Insurance) Frameworks Regulation 1994, requires us to provide you with the following information.

The Law applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, we, International Insurance Company of Hannover Limited and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract.

The insurer with whom your contract will be conducted is International Insurance Company of Hannover is a non-life company operating in Ireland on a freedom of service basis.

Cooling Off Period

If this cover does not meet your requirements, please return all your documents (including your certificate) within 14 days of receipt. We will return any premium paid less a pro rata charge for the number of days for which cover has been given. The full annual premium is due if a total loss claim has been made.

Data Protection Act

It is understood by the **Insured** that any information provided to **us** regarding **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file your details with fraud prevention agencies and databases, and if you provide us with false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household;
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies;
 - check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply, on request, further details of the databases we access or contribute to.

Enquiries and Complaints

Any enquiry or complaint should be addressed in the first instance to **your broker**.

If **you** are not happy with the way a complaint has been dealt with **you** should contact Prestige Underwriting Services (Ireland) Limited, Unit 3, 1st Floor, Teach Chinn Aird, Ashe Street, Cavan.

Should you remain dissatisfied **Prestige Underwriting Services (Ireland) Ltd** is a member of the Financial Services Ombudsman's Bureau. In the event of a dispute, **you** may refer the matter to the Bureau at the following address:

Financial Services Ombudsman's Bureau
3rd Floor Lincoln House
Lincoln Place
Dublin 2

Lo call 1890 8820 90

Tel: 01 6620899

Fax: 01 6620890

Email address: enquiries@financialombudsman.ie

Website address: www.financialombudsman.ie

In all communications the policy/certificate number appearing in line one of the schedule should be quoted.

Prestige Underwriting Services (Ireland) Ltd is incorporated in the Republic of Ireland and is regulated by the Financial Regulator.

Insurance Act 1936

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

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

Signed for and on behalf of International Insurance Company of Hannover Limited.

A handwritten signature in black ink that reads "G H Storey". The signature is written in a cursive, slightly slanted style.

G H Storey
Chairman, Prestige Underwriting Services (Ireland) Ltd

Prestige Underwriting Services (Ireland) Ltd is incorporated in the Republic of Ireland and is regulated by the Financial Regulator.

Definitions

Throughout the text certain words have a specific meaning wherever they appear and these are defined below. These words will appear in *italics* wherever they appear in text.

you/your:

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

we/us/our:

Prestige Underwriting Services (Ireland) Limited on behalf of International Insurance Company of Hannover Limited.

period of insurance:

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

Certificate:

A guarantee that a policy of insurance has been issued in accordance with the terms of the "*Road Traffic Acts*".

the car:

Any vehicle described in the *schedule* and which is identified in the effective *certificate* of Insurance.

person insured (Section 6 & 7)

The person named in the *schedule* as being insured.

private car:

Any vehicle constructed primarily for the carriage of passengers and taxable for private use only.

loss of limb:

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

bodily injury:

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

excess:

The amount *you* will be obliged to contribute towards any claim.

endorsement:

Changes in the terms of *your* policy. These are shown in *your schedule*.

Road Traffic Acts:

The Road Traffic Act 1961 as amended from time to time.

Schedule:

The schedule is part of this policy and contains details of any vehicle insured by this policy, the period of insurance and the section(s) of this policy which apply.

Motor Policy

Geographical limits

The insurance under this policy applies throughout the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man and Channel Islands, except where we say otherwise.

Insurance Provided (refer to Policy Schedule)

Subject to the terms, exceptions and conditions of this Policy, where the cover shown in your schedule is:

- **comprehensive** - Sections 1 to 7 inclusive apply;

Car sharing

When *the car* is being used, for social or similar purposes, to carry passengers and you, receive contributions for this use, it will not be considered use for hire or reward provided -

- a) *The car* is not constructed or adapted for more than 8 passengers
- b) *You* are not carrying passengers as a business
- c) That the total contributions *you* receive do not constitute any element of profit.

EVENTS INSURED

Section I - Loss or damage to the car

What is insured

Loss of or damage to *your* car including fitted standard accessories and equipment, by accidental means including malicious damage.

Loss or damage while in transit by sea (including embarking and disembarking) between any ports in the territories covered by this policy.

We will at *our* option:

- pay for the damage to be repaired; or
- repair or replace what is stolen or damaged; or
- pay the amount of the loss or damage.

If *the car* is lost or damaged beyond repair and we have agreed to pay the amount of the loss or damage and payment is made to *you* *the car* will become *our* property.

Insurance of a temporary vehicle whilst your Car is repaired

Provided that the policy is still current, we will also temporarily insure any motor car supplied to *you* under *our* Approved Repairer Network whilst *the car* is being repaired as a direct result of damage covered by this policy. The cover for a car supplied under this paragraph will be comprehensive, even if the policy cover is third party fire and theft.

If *the car* is still in *your* possession at the time this insurance expires, *you* must renew this insurance in order to maintain cover for the temporary car.

“New for old”

If, within one year of registration as new in *your* name, *your* car is stolen and not recovered or sustains loss or damage (in any single accident) and the cost involved in the repair will exceed 60% of the manufacturer’s list price in the Republic of Ireland (including car tax and value added tax) at the time of loss or damage, we will replace *your* car with a new car of the same make and model (subject to availability in the Republic of Ireland).

Replacement Locks

If the keys to *your car* or the lock transmitter are stolen we will pay up to a maximum of €350 after deducting any excess under this section towards the cost of replacing:

- the door locks and/or boot lock;
- ignition/steering lock;
- the lock transmitter and central locking interface provided it can be established that the identity of the garaging address of *your car* is known to any person in receipt of such keys or transmitters.

Spare Parts

When carrying out repairs, *our* Approved Repairers will be entitled to fit parts made by other manufacturers they recommend for which they or the manufacturers offer a warranty. If we cannot get a replacement part or accessory, we will pay the manufacturer's last list price.

Towing Charges

We will pay, if as a result of any loss or damage insured under this Section *the car* is disabled, the reasonable cost of taking *the car* to the nearest repairer and returning it to *your* address as soon as practicable after the repairs have been carried out.

Hire Purchase/Contract Hire Agreement

If *the car* is under a hire-purchase or leasing agreement, we will make any payment for the total loss of *the car* to the stated owner of *the car* in such hire-purchase or leasing agreement.

Windscreen Damage

If you have comprehensive cover and you claim only for broken glass in your car windscreen or any other window (excluding sunroof) or scratched bodywork caused by the broken glass, your No Claim Bonus will not be reduced.

There will be no limit on payment provided the repair or replacement is arranged by our Approved Windscreen Agents. Please contact our Claims Helpline to obtain details of your nearest Approved Windscreen Agent. If any other contractor is used the payment will not exceed €300.

Section I - Loss or Damage to the car

What is not insured

We will not pay for:

- (a) Loss of use, loss of market value for any reason, deterioration or wear and tear.
- (b) More than the market value of *the car* at the time the loss or damage happened. This will not be more than the amount *you* paid for it. We will not pay any costs which increase the market value of *the car* prior to the damage occurring.
- (c) Mechanical, electrical, electronic or computer faults, failures, malfunctions or breakdowns.
- (d) Damage to tyres from braking or by road punctures, cuts or bursts.
- (e) Loss of, or damage to *your vehicle* as a result of it being stolen or taken without *your* permission at any time if:
 - the ignition key or any similar device has been left in or about the vehicle and all doors, windows, and other openings have not been closed and locked: or
 - any security or tracking device, which *you* have told *us* is fitted to *your* vehicle, has not been set or is not in working order.
- (f) Loss of, or damage to *your vehicle* by deception or fraudulent act of another person.
- (g) Confiscation or destruction of *the car* by or under the order of any government or public or local authority.
- (h) Loss of *the car* resulting from it being repossessed and returned to its rightful owner.
- (i) Loss of or damage to any trailer or caravan, whether attached to, or detached from *the car*.
- (j) The first amount *you* must pay shown under *excess* as shown in the *schedule*.
- (k) Loss or damage to *the car* caused by any unauthorised use by *your* husband or wife, *your* children, or anyone who normally lives with *you*.
- (l) Loss or damage to *your car* as a result of it being stolen or taken without *your* permission unless *you* make a report to the Garda and get a crime reference number.
- (m) More than €750 for permanently-fitted audio/visual equipment, computer or computer games, telecommunications and navigational equipment unless it is standard equipment for *your car* when built.

Section 2 - Liability to Others

We will, on behalf of an Insured Person (or their legal personal representatives), pay in full the amount of liability for damages and claimants' costs and expenses in respect of *bodily injury* and, pay up to a limit of €30,000,000 the amount of liability for damages and claimants' costs and expenses in respect of damage to property. If the policy covers more than one person, this maximum amount is the aggregate amount to be paid and *you* will have priority over any other person insured.

Definition of Insured Person

For the purposes of insurance under this Section the term "Insured Person" means-

- 1) *You*
- 2) (a) Anyone *you* allow to drive *the car* if they are covered by *your certificate* of motor insurance other than a person in the motor trade driving *the car* for purposes of overhaul, upkeep and/or repair
(b) Any person, with *your* permission, using but not driving *the car* for social, domestic and pleasure purposes
- 3) The employer of anyone *you* allow to drive *the car* if their driving and business use on behalf of that employer is covered by *your certificate* of motor insurance.
- 4) Any person, with *your* permission, when getting into or out of *the car*.

Legal Costs

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

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

- all subject to *our* written consent.

Towing a trailer

The insurance under this Section includes towing a trailer, caravan or broken-down motor car. This towing must be allowed by law and the vehicle being towed must be properly attached to *the car* and not being towed for hire or reward.

Driving other cars

If *your certificate* of motor insurance allows it (and it is not in connection with the motor trade or car-hire business) we will also insure *you*, for *your* liability to others, while *you* are driving a motor car *you* do not own and which *you* have not hired under a hire-purchase or leasing agreement. *You* must have the owner's permission. We will not insure *you* if *you* no longer have *your* car or if it has been previously damaged and it would cost more than its value to repair. We will not insure loss or damage to the vehicle *you* are driving.

Compulsory Insurance E.U. and other Countries

The insurance under this Section is extended to give the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union, and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No 72/166/CEE)

Section 2 - Liability to Others

What is not insured

We will not pay

- (a) Liability for loss of or damage to property which belongs to, or is in the charge of, any person who is insured by this policy.
- (b) For death of or *bodily injury* to any person driving, or in charge for the purpose of driving, *the car*.
- (c) For death of, or injury caused to, any person while they are working with or for anyone insured by this policy (except as set out in the *Road Traffic Acts*).
- (d) If the person on whose behalf indemnity is claimed is entitled to indemnity under any other policy.
- (e) Liability for pollution or contamination unless it is caused by a sudden and identifiable event which is accidental and unexpected.
- (f) For any loss, damage, liability and/or injury arising from caravans, mobile homes, trailer tents, boat trailers and any other trailer which incorporates machinery or other equipment other than under the "*Road Traffic Acts*".

Section 3 - Medical Expenses/Emergency Treatment

What is insured

We will pay:

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

Section 4 - Personal Belongings

What is insured

We will pay:

Up to an amount of €130 for any one occurrence, for any loss of or damage to rugs, clothing and personal effects occurring in *the car* by fire, theft or accidental means.

Payment may, at *your* request be made direct to the owner of such property whose signed receipt will then be adequate discharge to *us*.

What is not insured

We will not pay for loss or damage to:

- 1. Money, stamps, documents or securities
- 2. Goods, samples or equipment *you* or anyone insured by this policy carry in connection with any trade or business.

Section 5 - Fire Brigade Charges

What is insured

In respect of any event which may be the subject of indemnity under this policy the Insurer will also pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 subject to a limit of €500 in respect of any one incident.

Section 6 - Fatal Accident Benefit

We will pay €26,000 in the event of death due to accidental bodily injury of any *person insured* shown in the policy *schedule* whilst travelling in any private car as a driver or passenger.

Section 7 - Personal Accident Cover

We will pay for bodily injury to any *person insured*-

- (a) While in, getting into, or getting out of-
 - (1) A *private car*
 - (2) Any train, bus, taxi, aircraft, boat, ship or hovercraft but only as a fare paying passenger
- (b) As a pedestrian involved in any road vehicle, train or aircraft, which injury is the sole cause of the result for which benefit is claimed.

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

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

Notes applying to Sections 6 & 7

- i) In the event of *your* death or that of any *person insured* the death benefit will be payable to the legal personal representatives
- ii) The cover afforded by these Sections is Worldwide

Exclusions applying to Sections 6 & 7

We will not pay for :

- 1) Any *person insured* -
 - (a) participating in racing, rallies, trials, speed testing or motor cycling
 - (b) affected (temporarily or otherwise) by alcohol, drug or solvent abuse
 - (c) having a blood/urine alcohol level above the legal limit stated in the *Road Traffic Acts* and subsequent Regulation
 - (d) more than one of the benefits (a), (b) or (c) under Section 7 or the amount of €26,000 under Section 6 in connection with the same accident.

- (e) residing permanently outside the Republic of Ireland
- (f) being under 18 or over 75 at the time of their injury

2) Death or *bodily injury*-

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

Conditions applying to Sections 6 & 7 Claims Settlement

Any *person insured* or their legal personal representatives must-

- (i) You must inform us within 48 hours on 1890 882525 after any accident which may give rise to a claim under this policy.
- (ii) Produce at their own expense any medical certificates and any other evidence which we may require.

We will-

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

Section 8 - No Claim Bonus

If no claim is made under this policy, we will reduce the premium *you* pay when *you* renew it according to our current scale of No Claim Bonus. *You* cannot transfer this bonus to another person.

If *you* have not paid all the premiums *you* owe, we will not issue proof of *your* No Claims Bonus.

In the event of a claim being made the No Claim Bonus will be stepped back in accordance with *our* current scale.

Protected No Claim Bonus (if stated on *your* insurance schedule)

If *you* are eligible and *your* insurance incorporates the **Protected No Claim Bonus option** the following terms and conditions will apply:

If *you* make up to two claims in any three consecutive periods of insurance *you* will be entitled to keep *your* No Claim Bonus.

If *you* make three claims in any three consecutive periods of insurance *your* No Claim Bonus will be reduced at next renewal.

If *you* make more than three claims in any three consecutive periods of insurance *your* No Claim Bonus will be reduced to Nil at next renewal.

Section 9 - Motor Breakdown Assistance

Definitions relating to Section 1 - Prestige Motor Breakdown Assistance.

The Insured Any driver, including the Insured, who is driving the vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and who is a resident of the Republic of Ireland.

The Company Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros S.A. trading as Mapfre Asistencia Agency Ireland (company registered number 903874) having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway.

The Passengers All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Vehicle at the time assistance is required.

Insured Car Any private car [not exceeding 1.5 tonnes total vehicle weight] which is under 10 years old at the time of taking this policy, and is currently insured in the Republic of Ireland by Prestige Underwriting Services (Ireland) Limited and is driven within the terms of the current Certificate of Motor Insurance relating to such car.

Territorial limit **Island of Ireland**

Period of Insurance The period of insurance is as specified in the private car insurance policy to which this Membership Certificate attaches. Such a period is not to exceed the period of insurance specified in the private car insurance certificate.

Section 1 Motor Breakdown Assistance

Benefits

Mapfre Asistencia, on behalf of Prestige Underwriting Services (Ireland) Limited Insured's, will provide the following benefits:

In the event of the Insured vehicle being immobilised as a result of an accident, mechanical breakdown, fire, theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car.

Mapfre Asistencia (the Company) will arrange and pay for the benefits set out thereafter:

- One hour's free labour at the roadside if the vehicle can be repaired in situ.
- Towing the vehicle to the nearest competent repairer or to a garage of your choice, whichever is closer.
- Somebody to assist you in the event of a breakdown at your home.

Labour

The cost of call out and up to one hours labour charged by a repairer provided the repair is carried out in situ and not at the repairer's premises.

Completion of Journey

If repairs cannot be carried out in situ, and the insured car has broken down away from home, the Company can arrange and pay for:

Onward transportation for the Insured and passengers to their home address or to their intended destination within the territorial limits;

Or

Use of a replacement car for up to 48 hours while repairs are carried out;

Or

Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to maximum value of €35 per person and €175 in total.

Message Relay

We will pass on two urgent messages for you.

In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her vehicle.

In the event of the theft of the Insured's vehicle, which has been reported to the Garda and the Insurance Company, and not recovered within 24 hours, the assistance company will provide a replacement car for up to five days or to when the Insured vehicle is recovered, whichever is soonest.

Prestige Motor Assistance is a 24 hour accident, emergency & breakdown recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. You should be aware that the cover provided will be at Mapfre Asistencia's discretion as not all options are available to them at all times. i.e. Car Hire in a rural area may be impossible to obtain in the early hours of the morning.

What to do?

Should you require assistance, please telephone the Prestige Rescue Helpline:

Republic of Ireland 1800 22 22 66

Northern Ireland 00 353 91 501669

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

Mapfre Asistencia is responsible only for the cost of providing benefits available through Prestige Motor Assistance. If you make your own arrangements you will not be reimbursed.

Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. In the event of theft of the Insured vehicle, the theft must be reported to a Garda Station before any benefits can apply.
3. The Policy Number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
4. In the event of cancellation of the Policy by the Insured, no return of premium shall be allowed in respect of the Assistance portion of the premium.
5. Territorial limits of cover is the Island of Ireland.
6. Vehicles eligible for assistance will be restricted to Private Cars or Private Cars modified for commercial use.
7. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.
8. Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criteria is 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.

9. The Insured must be with the vehicle when the repairer arrives. If the insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
10. We may refuse assistance in circumstances where a driver is clearly intoxicated.
11. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration, saying that you will be responsible for the damage.
12. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trials or rallying.
13. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.

Exceptions

The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the vehicle is carrying more passengers 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 the Vehicle on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable, willful and deliberate act committed by the Insured.
5. For the cost of repairing the car other than outlined in the benefit, 'Labour' above.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier; agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.

General exceptions-Applicable to all Sections

1. This policy does not provide insurance when *the car* is:
 - (a) being driven by, or is in charge of for the purpose of being driven by, anyone not covered by *your certificate* of motor insurance or *schedule*;
 - (b) being used for purposes that are not shown in *your certificate* of motor insurance;
 - (c) being driven with *your* permission by anyone who *you* know has never held a driving licence or who *you* know is prevented by law from holding one; or
 - (d) being driven by or in the charge of anyone who does not keep to the conditions of their driving licence.
2. This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.
3. This policy does not provide insurance except under Section 2 (Liability to others) for any accident, injury, loss or damage caused by:
 - a) earthquake; or
 - b) riot or civil commotion if it happens outside Ireland, Great Britain, the Isle of Man or the Channel Islands.
4. This policy does not provide insurance for any loss, damage or liability whatsoever (except where it is necessary to meet the requirements of Road Traffic Acts) caused directly or indirectly by:
 - (a) ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
 - (c) War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not) Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
 - (d) Terrorism including any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

For the purpose of this exception terrorism means an act and/or threat of force or violence by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation whose intention is, for political, religious, ideological or other purposes, to influence any government or to place the public, or any person of the public, in fear.
5. We will not insure legal proceedings or court judgments unless they result directly from an insured event arising out of the use of *your* car and the proceedings are brought in a country which we have agreed this policy will cover.
6. We will not insure loss or damage (except under Section 2 - Liability to Others) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. If an accident results in a person driving being convicted of an offence involving drink or drugs, the cover we provide for that accident is limited to part 2 liability to others.

General Conditions - Applicable to all Sections

Keeping to Policy terms

The insurance described by this Policy will apply only if:

- (a) The answers in any proposal and declaration for this insurance are true and complete to the best of *your* knowledge and belief.
- (b) *You* or any other person on whose behalf payment is claimed have kept to all the policy conditions and *endorsements*
- (c) Any facts known to *you*, and any changes affecting the risk since inception of the policy or last renewal date (whichever is the later), must be disclosed to *us*. Failure to disclose such facts or changes may mean that *your* policy will not provide *you* with the cover *you* require or may invalidate the policy altogether.

Claims

You or any other person whose liability is covered under this Policy must:

- (a) *You* must inform *us* within 48 hours on 1890 882525 and a full report in writing, quoting *your* policy number, if there is an event which may give rise to a claim against *you* or by *you* under this Policy. If *you* were not present when such an event occurred, *you* must notify *us* in the manner stated above, within 48 hours of becoming aware of such an event. *You* must do this even if *you* do not plan to claim personally under this policy or if damage to *your* own car is not covered by this policy.
- (b) Notify *us* in writing immediately *you* become aware of any impending prosecution or inquest in connection with such an event.
- (c) Not admit, deny, negotiate or settle any claim without *our* written consent.
- (d) Send *us* any letter, notice, claim form, writ, court proceedings, summons or other communication connected with any claim and give *us* all assistance that we may reasonably require.

We are entitled to -

- (a) At *our* own discretion take over and conduct in *your* name (or that of any person entitled to indemnity or payment under this policy) the defence or settlement of any claim, or to prosecute in *your* name (or such other person) for *our* own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any claim.
- (b) Where any legal liabilities have to be met under the terms of this insurance, seek recovery from *you* (or such other person) when there has been non-compliance with the terms, conditions and exceptions of this policy.
- (c) If the law of any country in which this policy applies or an agreement between Insurers and Government (e.g. the Motor Insurers' Bureau of Ireland agreement) requires *us* to make any payment on *your* behalf which we would not otherwise have paid, recover the amount from *you* or from the person who incurred the liability or from both of *you*.

General Conditions - Applicable to all Sections (continued)

Cancellation

(a) *You* may cancel this insurance at any time by returning to *us* *your certificate* of motor insurance, windscreen disc and *your* written instructions. The cancellation will be effective from the date the *certificate* and windscreen disc are received by *us*. A pro-rata refund of premium for the remainder of the period will be allowed. Any refund will be subject to no claim having been made in respect of *your* policy in the period since last renewal.

Please note: A €25 administration charge will be made if cancellation is effected within the first period of insurance from new.

(b) *We* may cancel this insurance at any time by sending ten days written notice by recorded delivery to *your* last known address on *our* records. A pro-rata refund of premium for the remainder of the *period of insurance* will be allowed on receipt by *us* of the *certificate* of motor insurance and windscreen disc.

Payment of Premiums

Where the premium for this insurance is payable by installments, each payment must be made when due. *We* may cancel this insurance if *you* miss a payment by sending ten days written notice by recorded delivery to *your* last known address on *our* records. *You* must then return *your certificate* of motor insurance and windscreen disc to *us* within 7 days from the date of cancellation.

Other Insurances

If a claim is made under this policy and there is another policy that covers the claim, *we* will pay only *our* proportionate share of the claim.

Duty of Care

You and any other person who is covered under this policy must do everything possible to:

- (a) prevent accident, injury, loss or damage
- (b) keep *the car* in an efficient and roadworthy condition
- (c) ensure that *the car* and its accessories are free from any defect

We shall have free access at all times to examine *the car*.

Fraudulent Claims

If *you* or anyone acting on *your* behalf makes or reports a claim under this policy which is in any way fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used, *you* will lose all benefit and the premiums *you* have paid. *You* may also be required to repay money *we* have already paid to *you*.

Replacement / Additional Car

You must

- (a) Immediately notify *us* with full details of any replacement or additional *private car*. In the absence of notification no cover will operate under this policy in respect of such *private car*.
- (b) Pay *us* any additional premium due.
- (c) Notify *us* of the disposal of *the car* to qualify for any refund in premium allowable.

GENERAL

(This is not part of your policy.)

What to do in the event of an accident

- Note the registration number of the vehicles involved
- Ask for the names, addresses and telephone numbers of other people involved and any witnesses
- Make a sketch plan of the scene of the accident and also note the location of any debris
- **DO NOT ADMIT RESPONSIBILITY** or sign any statement to this effect

If *your* car is damaged in a way which is insured under the policy, ask for details of the nearest recommended repairers so that *you* can get *your* car back on the road as soon as possible.

Where there is damage to property other than your own

- Stop
- Give *your* name, address and registration particulars of *your* car. If the car does not belong to *you*, give the owner's name and address also.
- Show *your certificate* of motor insurance when requested. Don't forget, details are available from the insurance disc on *your* windscreen.

Where anyone other than yourself is injured

- *you* are required to show *your certificate* of motor insurance to the Gardai but if this is not possible at the time, *you* must report the accident as soon as possible to them, but not later than 24 hours after the accident

Prosecutions

- *You* must advise *us* immediately if *you* receive notice of any intended prosecution as a result of the accident
- Please advise *us*, if *you* become aware of any pending prosecution against the other party

Claims Notification

- Please advise *us* as soon as is practicable of the accident and complete and send an accident report form

Changes to the insurance

You are obliged to inform *your* broker/insurance adviser about the following before *you* need cover; and receive a cover note or *certificate* of motor insurance:

- If the owner of *your* car changes.
- If *you* replace *your* car or modify it.
- If the drivers or how *you* use *your* car change.

Please tell *your* broker/insurance adviser about changes of address or occupations as soon as *you* can.

You must tell *your* broker/insurance adviser about the following before the next renewal date:

- Accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to *your* broker/insurance adviser.
- Motoring convictions (including fixed penalty offences) or prosecutions *you* expect or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

IMPORTANT NOTICE

- *You* should never, under any circumstances, allow an uninsured driver i.e. a driver who is not named on *your certificate* of motor insurance, to use *your* car. If *you* do, *you* will be personally liable for any accident that happens - *your* insurance policy will not cover *you*. If *you* are in any doubt on this issue or any other matter do not hesitate to contact *your* insurance broker/insurance adviser who will assist *you*.

Travel Abroad

If *you* are going to drive abroad:

- Check that the countries *you* are driving in are covered by this policy and that the cover matches that which is shown in *your schedule*.
- If cover is required in a country not listed, *you* will need an International Motor Insurance Card (Green Card) which we can issue provided we receive a request from *you* in reasonable time.
- Please contact *your* broker/insurance adviser at least 14 days before *you* are due to travel. An extra premium may also be required.

