

A.R.B.

A.R.B.
UNDERWRITING LIMITED

POLICY BOOKLET

Motor Insurance Policy

Motor Insurance Policy FOR PRIVATE, COMMERCIAL & SMALL PUBLIC SERVICE VEHICLES

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

ARB Underwriting Ltd. is regulated by the Central Bank as a Multi Agency Intermediary, acting as a Product Producer.
Registered No. 168567. Registered Office: 1IFG House, Booterstown Hall, Booterstown, Co Dublin.

10/2011

ARB Underwriting Limited



Lloyd's Insurance

Effected through

ARB Underwriting Ltd
IFG House
Boosterstown Hall
Boosterstown
Co Dublin

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Policyholder makes any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by ARB Underwriting Ltd.

Authorised Official

J(A) NMA2462 (3/1/95) Form approved by Lloyd's Market Association

Contents

Important Information	4
Cooling off Period – Right to Cancel	4
Data Protection Notice	4
<i>Our service</i>	4
Contract of Motor Insurance	5
<i>Your Policy</i>	5
Definitions	5
Cover and Use	6
Section 1	
Liability to Others: Third Party Cover	7
Section 2	
Accidental Damage	9
Section 3	
Fire and Theft	9
Settling Claims Sections 2 & 3	10
Section 4	
No Claims Discount	11
Section 5	
Driving Abroad	11
Section 6	
Windscreen and Windows	12
Section 7	
Personal Accident	12
Section 8	
Vehicle Sharing Extension	12
Section 9	
General Exclusions	13
Section 10	
General Conditions	15
Section 11	
Endorsements	18
Claims	20

Important Information

Please read this *Policy*, the *Schedule* (including *Endorsements*) and the *Certificate of Motor Insurance* very carefully. Together with the information you gave us in the *Proposal Form or Statement of Fact*, and declarations that you have made, they form the *Contract of Motor Insurance*. You should pay particular attention to the *General Exclusions*, the *General Conditions* and any *Endorsements* that apply.

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

Please tell your Insurance Broker immediately if you have any questions, the cover does not meet your needs, or any part of your insurance documentation is incorrect.

Cooling-off Period – Right to Cancel

You, the *consumer, have the right to cancel this *policy* within 14 days of the inception or renewal date or the date you receive these *policy* documents without penalty and without giving any reason.

To do this, you must advise us (or your insurance broker) and return the *Certificate of Motor Insurance* and Insurance Disc.

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

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

DATA PROTECTION NOTICE

It is important that you read this Data Protection Notice or that someone explains it to you. The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and registers that we and others have in place, which allow us to detect and prevent fraudulent applications and claims. You must tell us about any incident (such as an accident, fire or theft) whether or not a claim is likely to result. When you tell us about such an incident, information relating to it will be passed to the registers. We may search these databases when you apply for insurance, at renewal or in the event of an incident or claim, to validate your claims history or that of any other person or property likely to be involved in the *policy* or claim. We may share information about you with other companies in our group or those providing services to us.

Preventing and detecting fraud claims history

In order to prevent and detect insurance-related fraud, we may do the following at any time

- Share information about you with other companies within our group or those providing services to us,
- 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.

If you have any questions, or would like more information about Data Protection, please write to the Office of Data Protection Commissioner, 3rd Floor, Block 6, Irish Life Centre, Lower Abbey Street, Dublin 1. Email: info@dataprivacy.ie

Under the conditions of the Data Protection Act 1998, you are entitled, if you pay a fee, to receive a copy of the information we hold about you.

OUR SERVICE

We aim to provide a high standard of service, but if you are not satisfied, please contact

Motor Manager
IFG House
Boooterstown Hall
Boooterstown
Co Dublin
E-mail: motor@arb.ie

We will do the following:

- Tell *you* what action we will take and who will be responsible for handling *your* enquiry,
- Acknowledge written enquiries, or any received by e-mail, usually within two working days,
- Give details of *your* enquiry to a senior person at the relevant department, usually within two working days.

You will hear from the relevant department in response to *your* enquiry, either in writing or over the phone, usually within ten working days. Where a full response cannot be given for any reason, *you* will be told what action will be taken, when *you* will hear again and whom *you* can contact in the meantime with any questions. When necessary, *we* will explain the situation in writing.

If *you* are still not satisfied and want to make a complaint, *you* can do so at any time by referring the matter to The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Tel: +353 1 662 0899 Fax: +353 1 662 0890. This does not affect any right of legal action *you* may have against the Company.

YOUR POLICY

This *Policy*, the *Schedule*, the *Certificate of Motor Insurance*, information *you* gave us in the *Proposal Form or Statement of Fact* and declarations that *you* have made, form a legally binding *Contract of Motor Insurance* between *you* and *us*. The *Contract of Motor Insurance* is a contract personal to *you* and *you* cannot transfer it to anyone else.

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

You must read this *Policy*, the *Schedule* and the *Certificate of Motor Insurance* together. The *Schedule* tells *you* which sections of the *Policy* apply and identifies any *Endorsements*. Please check all three documents carefully to make sure that they give *you* the cover *you* want and that *you* comply with all the relevant terms and conditions, including any *Endorsements*.

Unless *we* have agreed otherwise with *you*, this insurance is governed by Irish Law.

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

DEFINITIONS

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

Certificate of Motor Insurance - Legal evidence of *your* insurance. It is one part of the *Contract of Motor Insurance*. It shows the vehicle *we* are insuring, who may drive the *Insured Vehicle*, what it may be used for and the *Period of Insurance*.

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

Endorsement - Something which alters *your* insurance cover. *Your* cover will be affected by any *Endorsement* that is shown on the *Schedule*. (Such *Endorsements* may add exclusions to the cover or require *you* to take action such as fitting approved security.) More than one *Endorsement* may apply. If *you* do not comply with any *Endorsements*, the *Contract of Motor Insurance* may no longer be valid and *we* may refuse to deal with any claim.

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

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

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

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

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

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

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

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

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

Proposal Form or Statement of Fact - The documents filled in by *you*, or on *your* behalf by an Insurance Broker or someone else, and all other information *you* gave and declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer the *Contract of Motor Insurance*. If *you* do not give *us* full information at the start, and tell *us* about changes, the *Contract of Motor Insurance* may no longer be valid and *we* may refuse to deal with any claim.

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

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

You, your - The person named as the Insured on the *Schedule* or as the *Policyholder* on the *Certificate of Motor Insurance*.

YOUR COVER

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

USE

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

Section 1

Liability to Others: Third Party Cover

What is covered

We will insure *you* against everything (except as hereinafter excluded) *you* legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while an *Insured Driver* is driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if an *Insured Driver* kills or injures other people. We will also insure *you* for *your* legal liability for damage to their property (including any related indirect loss). We will also insure *you* while the *Insured Vehicle* is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the *Insured Vehicle* by towing equipment made for this purpose.

What is not covered

- Loss or damage to the *Insured Vehicle*, caravan, trailer or broken-down car.
- Any amount above €30,000,000 per vehicle subject to event limit of €90,000,000 for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Private Motor Vehicle.
- Any amount above €2,500,000 per vehicle for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Commercial Vehicle or a small Public Service Vehicle.
- Property belonging to (or in the care of) *you* or *your* passengers or in any caravan, trailer or broken-down car.
- Death or injury to the person driving or in charge of the *Insured Vehicle* or to any person being carried in or on, or getting into or out of, a caravan, trailer or broken-down car.
- Legal liability when *you* are towing the caravan, trailer or broken-down car for profit.
- If *your* current *Certificate of Motor Insurance* states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Liability for death, injury or damage resulting from using the *Insured Vehicle* or any machinery attached thereto as a tool of trade.
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the *Insured Vehicle* or its load.
- Liability for death, injury or damage when the *Insured Vehicle* is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the *Insured Vehicle*.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the *Insured Vehicle*, or any load spilling from or shifting in the *Insured Vehicle*.

Insuring Others

What is covered

We will also insure the following people under this Section

- Any person employed by a motor garage or similar business, which *you* do not own, which has possession of the *Insured Vehicle* for the purpose of maintenance, repair, testing or servicing.
- Any person *you* allow to use the *Insured Vehicle* as long as *your* current *Certificate of Motor Insurance* states that they can and they are not excluded from driving by an *Endorsement* shown in the *Schedule*.
- Any person (other than the person driving) being carried in, or getting in or out of, the *Insured Vehicle* or any person who causes an accident while they are travelling in, or getting in or out of, the *Insured Vehicle*.
- *Your* employer or business partner (but only if *your* current *Certificate of Motor Insurance* states that business use is allowed).
- If anyone covered by the *Contract of Motor Insurance* dies, we will cover their legal representative to deal with any claims made against that person's estate.

What is not covered

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

Costs of Legal Representation -

What is covered

If we agree in writing first, we may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this *Policy*;

- The solicitor's fee for representing anyone we insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services we arrange for defending you against a charge of manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs.

What is not covered

- Any costs which have not first been agreed in writing by us or arising from a claim caused by an accident which is not covered under this *Policy*.
- Any costs where we have chosen to stop payments or arising from a claim which is not covered as a result of the *General Exclusions, General Conditions and Endorsements*.

European Union (EU) Compulsory Cover -

What is covered

We will provide the minimum insurance necessary to allow you to use the *Insured Vehicle*;

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

What is not covered

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

Driving other cars -

What is covered

If your *Certificate of Motor Insurance* so states, we will insure you to drive any Private Car that you do not own and have not hired under a hire purchase or leasing agreement, providing you have the owner's permission to do so.

What is not covered

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

Section 2

Accidental Damage (excluding fire and theft)

What is covered

We will cover *you* for loss or damage to the *Insured Vehicle*. This includes standard accessories fitted by the manufacturer at time of production.

What is not covered

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

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless *you* have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in *your* vehicle.
- Loss or damage arising from the *Insured Vehicle* being filled with the wrong fuel.
- Any amount above € 190 for fitted in-car entertainment equipment.
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident.
- Any amount above € 1500 in respect of Fire Brigade charges (in line with the Fire Services Act 1981) for putting out a fire in *your* vehicle if said fire gives rise to a valid claim under *your policy*, or for removing the driver or passengers from *your* vehicle using cutting equipment.

Section 3

Fire and Theft

What is covered

We will cover *you* for loss or damage to the *Insured Vehicle* that is caused by fire, lightning, explosion, theft or attempted theft. This includes standard accessories fitted by the manufacturer at the time of production.

What is not covered

- Any vehicle which is not the *Insured Vehicle* and any loss or damage if *you* do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakage.
- Compensation for *you* not being able to use the *Insured Vehicle*, any delay where we have to get new parts or accessories or they are unavailable, or the value of the *Insured Vehicle* reducing for any reason.
- Any other indirect loss.
- Any extra parts or accessories beyond the amount for which *you* have insured the *Insured Vehicle*.
- Loss or damage if *you* have not taken reasonable care to protect the *Insured Vehicle*, (see 'Care of the Vehicle' under the *General Conditions*), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossessing the *Insured Vehicle* and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the *Insured Vehicle* or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the *Insured Vehicle* being taken or driven by a person who is not an *Insured Driver* but is a member of the *Policyholder's* family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage caused deliberately by *you* or any person driving the *Insured Vehicle* with *your* permission.
- Loss or damage resulting from using the *Insured Vehicle* or any machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by *you* or any person driving the *Insured Vehicle* with *your* permission.
- Malicious damage.
- Any additional damage resulting from the *Insured Vehicle* being moved by *you* after a fire or theft.
- Any amount above € 190 for fitted in-car entertainment equipment.
- Any storage charges unless *you* tell us about them and we agree in writing to pay for them.
- Keys, remote control or security devices (whether lost or stolen).
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- VAT if *you* are registered.
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident.
- Tools of trade.

- Any amount above € 1500 in respect of Fire Brigade charges (in line with the Fire Services Act 1981) for putting out a fire in *your* vehicle if said fire gives rise to a valid claim under *your policy*, or for removing the driver or passengers from *your* vehicle using cutting equipment.

SETTLING CLAIMS - SECTIONS 2 & 3

Theft

We will treat the *Insured Vehicle* as stolen if it has not been recovered 30 days after *you* reported the theft to *us*. It must still be missing when we pay *your* claim. *You* must report the theft to the police as soon as it is discovered and provide *us* with *your* vehicle keys and all the documentation we ask for when *you* make *your* claim. If the *Insured Vehicle* is stolen and *you* later get it back, or discover where it is, *you* must tell *us* straight away.

Repairs after an accident or theft

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

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

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

How we may pay your claim

We may:

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

The most we will pay

We will pay the least of:

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

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

- the cost shown in the manufacturer's last price list; and
- the reasonable cost of fitting.

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

Total Loss (Write Off)

If we choose to pay *you* the *Market Value* of the *Insured Vehicle*, or the amount for which *you* insured it, *you* must send *us*

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

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

Financial Interest

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

Spare Parts Clause for Japanese or Far Eastern Imports

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

Section 4

No Claims Discount

If this is a yearly contract and *you* do not claim under this insurance and *you* have not been involved in an accident that has or may result in a claim against *you*, we will give a discount from *your* renewal premium.

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

We will reduce or remove *your* No Claims Discount if we make any payment whatsoever, even if the accident is not *your* fault, unless we get the money back from someone else. We may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If we recover all our money, or we have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again. If, where the option is available, *you* decide to pay an additional premium, *you* may protect *your* no claim bonus. Provided the necessary *Endorsement* appears on *your* *Schedule* and subject to the terms of the *Endorsement*, we will not reduce *your* no claim bonus, if a claim is made against *your* *policy*. The protected No Claims Discount only applies while *you* are insured by us and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

Section 5

Driving Abroad

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

Minimum Insurance

What is covered

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

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

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

What is not covered

- Accidental Damage, fire and theft to the *Insured Vehicle*
- Customs or Excise Duties.

Additional Cover Abroad

What is covered

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

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

What is not covered

- Any loss or damage if *you* have not asked for extra cover and have not paid any premium needed.
- The *Insured Vehicle*, unless it is being used for purposes described in the *Certificate of Motor Insurance*.
- Customs or Excise Duties.

- Using the *Insured Vehicle* abroad for more than a quarter of the *Period of Insurance* or in excess of four weeks at any one time.

Claims

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

Section 6

Windscreen and Windows

What is covered

We will pay for damage to the *Insured Vehicle*'s windscreen or windows. If this is the only damage *you* are claiming for, *your* No Claims Discount will not be affected.

The maximum amount *we* will pay is €380:

- in any one *Period of Insurance* if the windscreen or window is replaced or repaired by *our* approved supplier. Refer to your broker for details.
- or €100 in any one *Period of Insurance* if any other supplier carries out the repair or replacement.

What is not covered

- Any loss or damage if *you* do not have cover under this Section.
- Any loss or damage as a result of malicious intent, theft or attempted theft.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the *Insured Vehicle*, is affected.
- VAT if *you* are registered.

Section 7

Personal Accident

What is covered

If *you* or *your* husband or wife are injured or killed in a car accident, *we* will pay compensation to the injured person or to his or her legal representatives. The most *we* will pay is the limit for any one cause of death or injury during any one *Period of Insurance*. If *we* insure the injured person under any other *Contract of Motor Insurance*, *we* will only pay out under one Contract. The amounts that *we* will pay are shown below providing the accident directly causes one of the following, within three months of the date of the accident

- | | |
|---|--------|
| • Death | €5,000 |
| • Total loss of one or more limbs | €5,000 |
| • Permanent blindness in one or both eyes | €5,000 |

We will only make a payment if the injury or death is directly connected with an accident involving the *Insured Vehicle*, and not if it happens while *you* or *your* husband or wife were travelling in or getting into or out of any other private motor car that *you* do not own and is not hired or leased to *you*.

What is not covered

- Any loss if *you* do not have cover under this Section.
- Anyone who is aged 70 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury, drugs or alcohol, ingestion of illegal substances or any substance which may induce hallucinogenic conditions.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Section 8

Vehicle Sharing Extension

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

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

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

Section 9

General Exclusions

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

The *Contract of Motor Insurance* does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the *Insured Vehicle* is:
 - used for a purpose for which it is not insured;
 - driven or in the charge of anyone who is not described in the *Certificate of Motor Insurance* as a person entitled to drive or who is excluded from driving by any *Endorsements* or covered by another insurance;
 - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
 - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence or all the conditions of the *Contract of Motor Insurance*;
 - on rails or not on "terra-firma" unless being transported by train, sea or air ferries;
 - driven by anyone who as a result of an accident is charged or convicted of an offence involving drink or drugs;
 - kept or used in an unsafe or unroadworthy condition or without a current National Car Test Certificate (NCT) or Department of Environment (DOE) Test Certificate if one is needed;
 - kept or used in any way that breaks any Security requirements imposed by an *Endorsement*;
 - used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
 - used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the *Insured Vehicle*;
 - used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that *you* have agreed to accept unless *you* would have had that liability anyway.
- 3 Anyone who does not meet all the conditions of the *Contract of Motor Insurance*.
- 4 Any use connected with the motor trade, unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 5 Hiring out the *Insured Vehicle* for money unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 6 The *Insured Vehicle* being used on any form of racetrack or off-road activity or racing of any description or being used in any contest, competition, rally or speed trial.
- 7 Any accident, injury, loss or damage caused directly or indirectly by:
 - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.
- 8 Any liability, loss or damage caused by explosion, sparks or ashes from the *Insured Vehicle*, or from any trailer or machinery attached to, or detached from, it.
- 9 Any liability, loss or damage that happens outside the *Geographical Limits* or any proceedings brought against *you* outside the *Geographical Limits* unless they result from using the *Insured Vehicle* in a country which we have agreed to extend this insurance to cover
- 10 Any liability, injury, loss or damage resulting from anything sold, transported or supplied by *you* or on *your* behalf.

11 Any liability, injury, loss or damage caused directly or indirectly by:

- pollution; or
- contamination;

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

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

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

12 If an accident results in a person driving being convicted of an offence involving drink or drugs, the cover we provide for that accident is limited to Section 1 Liability to Others: Third Party Cover.

13 Any accident, injury, loss, damage, cost or expense, except insofar as that which is covered under Section 1 Liability to Others: Third Party Cover or for which *our* obligations under the Road Traffic Acts require *us* to be liable:

- directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
- directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this *Policy*, the burden of proving to the contrary shall be upon *you*. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14 Any claim and/or expenses arising out of

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

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

16 Electronic Date Recognition Exclusion (EDRE)

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

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

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

Section 10

General Conditions

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

a. Keeping to the Policy Terms

Your premium is based on the information *you* gave *us* when *your* cover started and when *you* renew it. If *your* circumstances change, *you* must tell *us* as soon as possible. If *you* are not sure whether *you* need to tell *us* about certain facts, *you* should give *us* the information anyway, or contact *your* Insurance Advisor for advice. *You* should keep a record of the information *you* give in relation to the *Contract of Motor Insurance*. If *you* did not or do not give full and accurate information, the *Contract of Motor Insurance* may be invalid and *we* may refuse to deal with any claim *you* might make. This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of the *Contract of Motor Insurance*;
- the premium has been paid;
- all the information *you* have given and upon which the contract is based is correct and complete.

b. Notification of Claims (including windscreen claims)

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

You must do the following:

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

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

c. Dealing with Claims

We can:

- take over, defend or settle any claims in *your* name or that of any other person insured by the *Contract of Motor Insurance* and can deal with the claim in any way that *we* think is appropriate;
- take action (which *we* will pay for) in *your* name or that of any other person insured by the *Contract of Motor Insurance*, to get back money *we* have paid under the *Contract of Motor Insurance*; and
- ask for any information, help and co-operation *we* need from *you* or any other person insured by the *Contract of Motor Insurance*.

d. Fraudulent, false and exaggerated claims or information

We are committed to identifying and acting against all types of fraud. If the *Proposal*, declaration or any supporting documentation is found to be untrue or false or if *you*, or anyone acting for *you*, makes a claim in a fraudulent or false way, or where *we* have been given any documents which are false or stolen, *we* will cancel *your* policy and *we* will not return any premium. *We* will prosecute any person who is involved in fraudulent activity against *us*.

e. Right of recovery

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

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

If we have refunded any premium following cancellation, we can take any money you owe us from any payment we make.

f. Care of the Vehicle

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

You must always take the keys out of the ignition and remove them completely when the *Insured Vehicle* is left at any time whatsoever (regardless of whether the vehicle is still within your sight) and make sure you do not leave belongings on display. You should close all the windows and sunroofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. *Endorsements* may apply to your cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, we will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the *Insured Vehicle* is left unattended.

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

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

g. Cancelling your Policy

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

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

We or our authorised agent may cancel the *Contract of Motor Insurance* by giving you seven days notice in writing to your last known address. We do not have to give any reason for cancelling the contract. If we do this, we will refund part of your premium for the *Period of Insurance* left after the cancellation date, less any new business or renewal fee, as long as you or someone else has not made a claim under this *Policy*. If we or our authorised agent cancel the *Contract of Motor Insurance* because you have not paid the premiums on time, we will not refund any part of the premium you have already paid.

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

h. Other Insurance

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

i. Drivers' Obligations

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

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

j. Altering your Insurance Cover

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

k. Suspension of Cover

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

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

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

l. Vehicle Laid Up

Cover under Section 1 of the *Policy* may be suspended by telling *us* or *your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *us* or *your* Insurance Adviser.

We will refund 70% of the pro-rata premium for the period cover is suspended, less a €20 fee.

Any return premium due to *you* under Suspension of Cover or Vehicle Laid Up is subject to:

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

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

m. Our right to contact you

We reserve the right to contact *you* directly, or through *our* authorised agent, at any time in order to satisfy any legal obligation placed on *us* to do so.

Section 11

Endorsements

- BA: Breakdown Assistance**
Breakdown Assistance cover is included as standard under this policy if noted on your schedule of insurance as issued by us. If applicable, refer to your Breakdown Assistance Policy Booklet for terms and conditions.
- EN01: Protect No Claims Discount**
In accordance with Section 4 (paragraph 4) of *your policy* your No Claims Discount will not be reduced in the event of no more than 2 claims occurring under *your policy* during any 3 year period preceeding the expiry date of the current *Period of Insurance*. Claims under Section 6 of the *Policy* are not taken into account.
- EN02: Tracker & Immobiliser/Alarm Warranty**
It is a condition precedent to liability that cover under Section 3 of *your Policy* is suspended unless;

The *Insured Vehicle* is fitted with an Immobilising Device, and that evidence of installation has been submitted and accepted by us, and that the device is activated when the vehicle is left unattended.
And
The *Insured Vehicle* is fitted with a Tracking Device, and evidence of installation has been submitted and accepted by us, and that a valid Air Time contract is in operation at all times.
- EN03: Insurers**
The insurers of this *policy* are named on *your current Certificate of Motor Insurance*.
- EN06: Windscreen Cover**
Section 6 of this *Policy* operates when the cover selected is Third Party Fire & Theft, and Windscreen Cover has been selected and the appropriate premium has been paid.
- EN07: Complaints**
You may refer any complaint *you* may have to the Motor Manager, at the following address:

Motor Manager
ARB Underwriting Ltd,
IFG House
Booterstown Hall
Booterstown
Co Dublin.
E-mail: motor@arb.ie

Should *you* remain dissatisfied *you* are entitled to take *your* complaint to:

Lloyd's Ireland Representative Ltd,
7/8 Wilton Terrace,
Dublin 2.
Phone No (00353) 1 6313600

If *you* are not satisfied with the results of *our* investigation, *you* have the right to refer *your* complaint to an independent authority for consideration. *Your* complaint should be referred to:

The Financial Services Ombudsman Bureau,
3rd Floor, Lincoln House,
Lincoln Place,
Dublin 2.
- END1: Young and Inexperienced Drivers**
The additional *excess* shown below applies to all young and inexperienced persons. Unless otherwise stated in an *Endorsement* to this *policy*, the *excess* applies only to claims for accidental damage to the *Insured Vehicle*. An additional *excess* of € 100 applies if the driver or last person in charge of the vehicle for the purpose of driving is aged 25 or over and is inexperienced. Inexperienced means a person who does not hold a full ROI / EU driving licence or has held such a licence for less than 1 year.

Section 11

Endorsements continued

LMA5097: Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LPO147E: Notice for use on documentation issued under full binding authorities held by Irish coverholders

The Insurance Cover to which the document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Name: ARB Underwriting Ltd
 Address: IFG House, Booterstown Hall, Booterstown, Co Dublin
 Tel No: (01) 4061600.

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Lloyd's Underwriters' branch address in Ireland is:

Lloyd's Ireland Representative Limited
 7/8 Wilton Terrace
 Dublin 2
 Ireland

Telephone No: (00 353) 1 6313 600

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If the contract is subject to Irish law, in the event of a dispute arising under the *Policy*, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

CLAIMS ADVICE

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

Accident

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

Theft

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

After any accident or theft, report the incident immediately to *your* Insurance Advisor.

Repairs

If *you* have Accidental Damage or Fire and Theft cover as detailed in Sections 2 & 3 and:

if the vehicle can still be driven

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

if the vehicle cannot be driven

- We will arrange for a repairer to collect the vehicle and for an engineer to inspect it.
- *You* should remove all *your* personal belongings, documents, goods and tools of trade as we may move the vehicle to a safe place while it is waiting to be repaired or otherwise dealt with.

Excess/VAT

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



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