

# Motor Insurance Policy

Motor Insurance Policy  
for Private and  
Commercial Vehicles



LLOYD'S

Motor Insurance Policy

**Motor Insurance Policy  
for Private and  
Commercial Vehicles**



Motor Trade Road Risks Insurance Policy

## KEY INFORMATION

Your policy was placed with ARB Underwriting Ltd by your broker.

ARB Underwriting Ltd acts as an agent for the Insurers.

The Insurers of this policy are: Certain Underwriters at Lloyd's

The home member state of this policy's Insurers is: United Kingdom

ARB Underwriting Ltd is a Limited Company registered in Ireland under the Company No. 168567. The registered office of ARB Underwriting Ltd is ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co, Dublin A94 E4X2.

**Motor Insurance  
Policy**  
**FOR PRIVATE & COMMERCIAL VEHICLES**  
**ARB Underwriting Limited**  
**ARB House**  
**9 Blackrock Business Park**  
**Carysfort Avenue**  
**Blackrock**  
**Co Dublin**  
**A94 E4X2**

**Fax:(01)5857937**

**E-mail: [motor@arb.ie](mailto:motor@arb.ie)**

**Web: [www.arb.ie](http://www.arb.ie)**

**LPO147F 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: ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin A94 E4X2

Tel No: (01) 525 7900, Fax : (01) 525 7937 , Email : [info@arb.ie](mailto:info@arb.ie)

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) 1 644 1000

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.

*ARB Underwriting Ltd. is regulated by the Central Bank of Ireland*

*Registered No. 168567. Registered Office: ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin A94 E4X2*

ARB Underwriting Limited



# *Lloyd's*

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# *Certificate*

This Insurance is underwritten by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them are stated within this Certificate.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Certificate.

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LMA3136J (16/12/2015) - Lloyd's Generic Certificate Jacket

Lloyd's Managing Agents are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

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## 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.

Please note that your Contract with us and from which your *Policy* has been prepared is based upon the information on the *Proposal Form or statement of fact*. 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

## Your Right to Cancel

**Cooling-off Period** – You, the \*consumer, have the right to cancel this *policy* within fourteen (14) days of the inception date 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 windscreen 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.

Please refer to page 18( g.) *Cancelling your Policy* for more cancellation options.

\* 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

ARB considers that protecting personal information is very important and we recognise that you have an interest in how we collect, use and share such information. We invite you to review this Data Protection Statement, which outlines how we use and protect that information.

### Sharing of Information

1. We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims.

Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

### Insurance-Link

2. Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

You have the right of access to the personal data held about you by Insurance-Link. Please write to the Data Protection Unit, ARB Underwriting Limited, if you would like to know how to access the information on the Central Register.

### Other

3. If you decide to proceed or have any other communication with ARB through or in relation to its products and services you accept the use by ARB of your personal data as indicated.

The **Insurer** and other group companies will use any information given together with other information for the administration of this **Policy**, the handling of claims and the provision of customer services.

The information may also be disclosed to the **Insurer's** service providers and agents for these purposes. It may also be disclosed to your Insurance Adviser.

### Other Peoples Details You Provide to Use

Where you provide us with details about other people, we and other insurance market participants also need their consent to use the sensitive details about them set out below in connection with your insurance cover. We need you to make sure that you have obtained their consent before you provide those details to us.

Have you obtained the consent of each person whose information you will provide to us in connection with your insurance cover to the use of data and information about their health or criminal convictions with your insurance cover?

NO

YES

### Your Personal Information

We and other insurance market participants need your consent to use the sensitive details about you set out below in connection with your insurance cover.



You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent the provision of cover for you or handling your claims.

Do you consent to the use of data and information about your health or criminal convictions in connection with your insurance cover?

NO

YES

You have a right to request a copy of the information, to correct any inaccuracies and of erasure in certain circumstances.

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, you should read the Data Protection Policy on the **Insurer's** website at:

<http://www.tokiomarinekiln.com/privacy>

Or contact:

The Data Protection Officer

ARB Underwriting Ltd, ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin, A94 E4X2.

T: +353 (0) 1 525 7900

[dpo@arb.ie](mailto:dpo@arb.ie)

## 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 the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23. Email: [info@dataprotection.ie](mailto:info@dataprotection.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*.

## Complaints

*We* aim to provide a high standard of service, but if *you* are not satisfied *your* complaint should be addressed in writing in the first instance to:

**Motor Manager ARB Underwriting Ltd ARB House 9 Blackrock Business Park Carysfort Avenue  
Blackrock**

**Co. Dublin A94 E4X2**

**Tel: +353 1 5257900 E-mail: [motor@arb.ie](mailto:motor@arb.ie)**

We will acknowledge your complaint in writing within 5 business days of the complaint being made. We will also inform you of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. We will provide you with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made. We will aim to provide you with a final decision on your complaint, in writing, within forty business days of the complaint being made.

Should you remain dissatisfied with the final response from the above or if you have not received a final response within forty business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Ireland, Tel: +353 1 6 620 899, Fax: +353 1 6 620 890, E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

The complaints handling arrangements above are without prejudice to your rights in law.

## 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 (as amended).

## 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** - The document 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.

**Statement of Fact** - The form that shows the information that you gave us or that was given on your behalf at the time you applied for insurance. We have relied on the information provided on this form when entering into this contract.

**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. **What is not covered**
- Legal costs associated with the appeal of a prosecution by a *Policyholder*, unless *we* have given prior written consent.
- 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:

- Wear and tear
- Depreciation
- Mechanical, electrical, electronic or computer breakdown, failure or malfunction
- 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.
- Any amount in excess of 10% (ten percent) of current market value in respect of repairs and labour costs incurred as a direct result of the *Insured Vehicle* being filled with the wrong fuel.
- Damage caused by wrong lubricant being used.
- Losses sustained through not being able to use *your* vehicle.
- 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, portable sat nav equipment or games consoles.
- 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.

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## SETTLING CLAIMS - SECTIONS 2 & 3

### Theft

We will treat the *Insured Vehicle* as stolen if it has not been recovered thirty (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

ARB Underwriting Limited



- 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 Imported Vehicles**

If Section 2 or Section 3 of this *policy* are operative and *your* 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**

- Should no claim arise under this Policy during any one complete year of insurance or during a number of consecutive complete years, the Insured upon renewing the Policy shall be entitled to a discount from the renewal premium.
- (i) Any one claim arising out of fire or theft (or any attempt thereat) in one year of insurance shall not result in the discount presently applying being stepped back at the next renewal.  
(ii) Any one claim other than fire or theft arising in one year of insurance, shall result in the discount presently applying being stepped back by two levels at the next renewal.  
(iii) In the event of two or more claims of any type arising in one year of insurance no discount will be allowed at the following renewal.
- If the Policy provides cover for accidental breakage of the windscreen or of the windows of the *Insured Vehicle* any claims in respect of such damage will not affect the No Claim Discount.

*You* cannot transfer *your* No Claims Discount to anyone 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, 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*, *you* can incur two fault claims in a three year period without affecting your No Claims Discount.

### **Deferment Clause (applicable to Section 4)**

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in a renewal Schedule *we* may at *our* option treat such claim as having arisen during the Period of Insurance shown in the renewal Schedule.

## **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 sixty five (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 (4) 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 to repair a chipped or cracked windscreen or window glass\* in the *Insured Vehicle*, or replace a windscreen or window glass\* in the *Insured Vehicle* that cannot be repaired, subject to the excess (if applicable). If this is the only damage *you* are claiming for, *your* No Claims Discount will not be affected.

*{\*window glass is defined as body glass and/or rear screens only.}*

If the windscreen or window is being replaced by an approved repairer, the excess noted on *your* Schedule of Insurance will apply.

If the windscreen or window is being repaired, no excess will apply.

The maximum amount *we* will pay is €380, less the excess (if applicable), in any one *Period of Insurance*, if the windscreen or window glass is replaced or repaired by one of *our* approved repairers. Refer to *your* broker for details.

If any other repairer/supplier carries out the repair or replacement, the maximum amount *we* will pay is €100 and no excess will apply in this circumstance. **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 or broken glass in any *Insured Vehicle* that is being insured on a temporary cover basis.
- Damaged or broken glass in sunroofs, panoramic glass, canopy glass, moon roofs, wrap around glass, glass in hood or continuous glass panels.
- Dealer glass which is a specific request by *you*. Dealer glass denotes glass which is dealer sourced as per *your* request, when OE or OEM standard glass is in stock with an approved repairer. Where OE or OEM equivalent glass is not available for fitment, dealer glass is permitted at no extra cost to *you*.
- Damaged or broken mirror glass or lights or lenses or internal glass;
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's visibility, or the security of the *Insured Vehicle*, is affected.

- The extra cost of replacing glass that is not in accordance with the manufacturer's specification for the *Insured Vehicle*;
- VAT, if *you* are registered.

## Section 7

### Personal Effects What is covered

We will cover *you* against loss of or damage to personal effects while in or on the *Insured Vehicle* by fire or by theft (or attempted theft) or by accidental means. Provided that:

- (a) the total liability shall be limited to €350 in respect of any one occurrence
- (b) compensation due to any person other than the Policyholder shall be paid direct to such other person and such payment will be deemed to be in full and final settlement of said claim.

### Exceptions

We shall not be liable in respect of loss of or damage to

- (i) money stamps tickets documents or securities
- (ii) goods or samples carried in connection with any trade or business
- (iii) loss of or damage to radio telephones satellite navigation systems televisions or DVD/Video Recorders, their component parts or ancillary equipment or parts unless permanently attached to the *Insured Vehicle* and declared to and accepted by *us*.

## Section 8

### Temporary Replacement Car What is covered

If the *Insured Vehicle* is out of use as a result of loss or damage insured under this *Policy* we will cover *you* in respect of any hiring charges incurred in obtaining a temporary replacement car from any recognised self drive hire operator. The cover under this Section is limited to €200 in respect of any one occurrence and shall not apply where the only damage sustained is breakage of glass in the windscreen or windows.

The cover and benefits granted by this *Policy* (other than Section 9) shall not apply in respect of the car hired under the provision of this Section.

## Section 9

### Personal Accident What is covered

If the *Insured Vehicle* is involved in an accident while an *Insured Driver* is driving, and as a result of that accident, the *Insured Driver* is:-

- killed, or
- suffers total loss of one or more limbs, or
- suffers permanent blindness in one or both eyes

we will pay compensation to the *Insured Driver* or to *his/her* legal representatives, up to a maximum of €5000 per accident.

The car accident must have involved the *Insured Vehicle* and must have directly caused the aforementioned death, loss of limb(s) or permanent blindness, within a period of three (3) months of the date of the accident. **What is not covered**

- Compensation will not be paid if the *Insured Driver* was driving any vehicle other than the *Insured Vehicle*.
- Compensation will not be paid if *you* do not have cover under this Section
- Compensation will not be paid to the *Insured Driver* if *he/she* failed to keep the law regarding the use of seat belts.
- Compensation will not be paid if the death or bodily injury was caused by:
  - Suicide;
  - Attempted suicide;
  - Self-injury;

- Drugs;
  - Alcohol;
  - Ingestion of illegal substances;
  - Ingestion of any substance which may induce hallucinogenic conditions; - Disease;
  - Physical Sickness; - Disability.
- If *we* insure the *Insured Driver* under any other *Contract of Motor Insurance*, *we* will only pay the compensation under one contract.

## Section 10

### 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 seven (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 11 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;
  - 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 occurs and the *Insured Driver* was driving in an unsafe manner, 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 Section1 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.

- 17 In respect of any loss damage breakage or destruction to any property or liability directly or indirectly caused by or contributed to by or arising from
- (i) the failure or inability of any electronic equipment to
    - (a) correctly recognise any data or
    - (b) correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
  - (ii) interruption of or interference with data in electronic equipment or corrupted transmission or corruption of data
  - (iii) the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like (iv) unauthorised access to a system or data

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

## Section 12 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.

Relevant information includes (but is not limited to) the following:-

- All drivers medical details or history
- Previous motor insurance claims made by any driver

- Previous convictions obtained by any drivers, motoring or criminal

The consequences of non disclosure of any information or facts could be:-

- Invalidation or cancellation of *your policy* of insurance
- Non payment of claims
- Difficulty in *you* obtaining another insurance *policy* elsewhere

### **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 forty eight (48) hours of occurrence. Any writ summons or impending prosecution must be sent and/or notified to *us* within twenty-four (24) hours or as soon as reasonably possible and a claim form and all relevant documentation must be submitted within seven (7) days from the date of occurrence.
- ring *your* insurance advisor within twenty-four (24) hours or as soon as reasonably possible, (if *you* do not tell *us* within twenty-four (24) hours or as soon as reasonably possible about incidents which might result in claims, *we* may not pay *your* claim);
- send *us* a fully completed claim form within seven (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**

#### **(i) Information you have given us**

In deciding to accept this insurance and in setting the terms and premium, *we* have relied on the information *you* have given *us*. *You* must take care when answering any questions *we* ask by ensuring that all information provided is accurate and complete.

If *we* establish that *you* deliberately or recklessly provided *us* with false or misleading information *we* will treat this insurance as if it never existed and decline all claims.

If *we* establish that *you* carelessly provided *us* with false or misleading information it could adversely affect *your* insurance and any claim. For example, *we* may:-

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. *We* will only do this if *we* provided *you* with insurance cover which *we* would not otherwise have offered; or
- amend the terms of *your* insurance. *We* may apply these amended terms as if they were already in place if a claim has been adversely impacted by *your* carelessness; or
- charge *you* more for *your* insurance or reduce the amount *we* pay on a claim in the proportion the premium *you* have paid bears to the premium *we* would have charged *you*; or
- cancel *your* insurance in accordance with the "Cancelling *your* Policy" section on page 17. *We* or *your* insurance broker will write to *you* if *we*:



- intend to treat this insurance as if it never existed; or • need to amend the terms of *your* insurance; or
- require *you* to pay more for *your* insurance.

#### (ii) Fraudulent claims

If *you*, or anyone acting on *your* behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means *we* will not pay the false or fraudulent claim, or any subsequent claim.

#### 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* ten (10) days notice in writing to *your* last known address.

*We* will only do this for a valid reason. Examples of valid reasons are (but not limited to):-

- non-payment of premium;
- a change in the risk occurring which means that *we* can no longer provide *you* with insurance cover;



- non-cooperation or failure to supply any information or documentation requested by *us* or *your* broker;
- threatening or abusive behavior or the use of threatening or abusive language.

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* which is directly relevant to the claim.
- 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 Advisor 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 thirty (30) consecutive days and for not more than ninety (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 with a written confirmation that *you* wish to do so. *We* will refund 70% of the 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 thirty (30) consecutive days and for not more than ninety (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.

**Please contact *your* broker if you are unclear or have queries relating to the suspension of *your* policy including laid up first and theft cover. 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 13

### 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 two (2) fault claims occurring under *your policy* during any three (3) year period preceding the expiry date of the current *Period of Insurance*.

Claims under Section 6 of the *Policy* are not taken into account.

## Section 13

### Endorsements continued

**EN02: Tracker & Immobiliser/Alarm Warranty**

No cover is provided under Section 3 of *your policy* 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.

**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* applies if the driver or last person in charge of the vehicle for the purpose of driving is aged twenty one (21) 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 one (1) year.

*You will find all excess applicable to your policy noted on the schedule of insurance issued with your Insurance certificate and disc. If you have not received your Schedule of insurance please contact your broker. If you have questions relating to your excess breakdown please contact your broker to discuss.*

**LSW1001: Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

- *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.

## **WHEN A CLAIM ARISES**

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.





