

# Motor Insurance Policy

## Motor Insurance Policy for Private Vehicles



## **KEY INFORMATION**

**Your policy was placed with ARB Underwriting Ltd by your Insurance Broker.**

**ARB Underwriting Ltd acts as an agent for the Insurers.**

**The Insurer of this policy is: Gefion Insurance A/S.**

**The home member state of this policy's Insurer is: Denmark**

ARB Underwriting Ltd is a Limited Company registered in Ireland under the Company No. 168567. The registered office of ARB Underwriting Ltd : Suite 1, The Cube Offices, BSQ, Sandyford. Dublin 18. D18 RF44

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

# Motor Insurance Policy

## FOR PRIVATE VEHICLES

Suite 1, The Cube Offices,BSQ, Sandyford,Dublin 18. D18 RF44

Tel: (01) 525 7900

Motor: (01) 525 7903

E-mail: [motor@arb.ie](mailto:motor@arb.ie) Web: [www.arb.ie](http://www.arb.ie)

### **The Underwriter of this policy is :**

**Gefion Insurance A/s**

*Gefion Insurance A/S is regulated by the Finanstilsnet in Denmark and by the Central Bank of Ireland for conduct of business rules.*

### ***This policy is arrange and handled by :***

ARB Underwriting Ltd,  
Suite 1  
The Cube Offices  
BSQ  
Sandyfor  
Dublin 18. D18 RF44

[Tel:\(01\) 525 7900](tel:015257900)

Motor: (01) 525 7903

E-mail: [info@arb,ie](mailto:info@arb.ie)

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

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

*Registered No. 168567. Registered Office: Suite 1, The Cube Offices, BSQ, Sandyford, Dublin 18. D18 RF44*

Provided *You* have paid or made arrangements to pay the premiums, the Underwriter will insure *you* for incidents which occur within the territorial limits and during the periods of insurance arising in connection with the insured vehicle, subject to the terms, conditions, exceptions and endorsements in this booklet and otherwise issued from time to time.

*Your* Contract with The Underwriter 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

## Contents

Contents	3	
Important Information	4	
Cooling off Period – Right to Cancel	4	
Privacy Notice	5	
Complaints	6	
<i>Your Policy</i>	7	
Definitions	7	
Cover and Use	8	
Section 1	Liability to Others: Third Party Cover	9
Section 2	Damage to <i>Your Vehicle</i>	11
Section 3	Legal Representation	13
Section 4	No Claims Discount	14
Section 5	Driving Abroad	15
Section 6	Windscreen and Windows	15
Section 7	Personal Effects	16
Section 8	Temporary Replacement Car	17
Section 9	Personal Accident	17
Section 10	Vehicle Sharing Extension	17
Section 11	General Exclusions	18
Section 12	General Conditions	19
Section 13	Endorsements	23
Claims Advice	24	

### **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.

## **PRIVACY NOTICE**

It is important that *You* read this Privacy 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 the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23. Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

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.

### **1. 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.

### **2. 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.

### **3. 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.

*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:

Contact:

Compliance

ARB Underwriting Ltd, Suite 1, The Cube Offices, Sandyford, Dublin 18. D18 RF44.

T: +353 (0) 1 525 7900

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

### **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**

**Suite 1**

**The Cube Offices**

**Sandyford**

**Dublin 18 D18 RF44**

**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*, and 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 pay for amounts *You* are or an *insured person* is legally liable to pay for :

- Death of or bodily injury to other people, and
- Damage to other people's property up to a maximum amount including all legal costs and other expenses of € 20,000,000, arising from the negligent use of the *insured vehicle*.

### **Trailers**

The Liability to others cover *We* provide will also apply while the *insured vehicle* is towing a caravan, trailer or broker-down car, so long as the towing is allowed by law and the caravan, trailer or broker-down car is attached properly to the *insured vehicle* by towing equipment made for this purpose.

### **Driving other cars**

#### ***Your certificate will show if you have this cover***

Provided *Your* certificate of motor insurance allows it, the liability to others cover *We* provide will also apply to any other private car *You* alone are driving within the Republic of Ireland only provided:

This cover applies to *You*, the policyholder, only. Cover does not apply in respect of any other driver named under this policy

- It is not owned by *You*, *Your* employer, or a business partner of *Yours*;
- It is not hired by *You* under a rental, hire purchase or lease agreement;
- It is not otherwise insured;
- It is registered in the Republic of Ireland;
- It is not a vehicle seized by the government or a local authority;
- It has less than 8 seats, including the driver's seat;
- *You* have the car owner's permission to drive it;
- *You* are not a company or firm;
- *You* are still the owner of *Your vehicle*; and
- The vehicle that *you* are driving is not otherwise insured.

#### **Cover in the EU -**

While *You* are driving the insured vehicle outside Ireland and the UK, this section provides the minimum cover necessary to satisfy the legal obligation to be insured in the country *You* are visiting OR, if the legal minimum cover required under Irish law is better, the Irish legal minimum, in:

- Any country which is a member of the EU; and
- Any other country which has agreed with, and made arrangement to meet the minimum insurance needed in the EU. Restricted to EU only;

The list of countries that may be covered changes from time to time. An up to date list of these countries can be found at the website of the Motor Insurers' Bureau, at [www.mib.org](http://www.mib.org). Neither *we*, or ARB, have any control over the content of the website,

## What is not covered

### This section does not cover

- Loss of or damage to the *insured vehicle*;
- Any liability, loss, damage or expense for any amount above the maximum amount in respect of damage to property;
- Any Liability for loss of or damage to property belonging to or in the care of *an insured person*;
- Any liability for the death of or injury to the person driving or in charge of the *insured vehicle*;
- Unless it is required by law, any liability for death of or injury to any employee of the *insured person*, arising during the course of their employment, unless the certificate of motor insurance allows use for business;
- Any liability while an *insured person's* employer or business partner is using the *insured vehicle* and *your current Certificate of Motor Insurance* does not state that business use is allowed;
- Any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a licence, or is prevented by law from holding one;
- Any liability, loss, damage, or expense caused by any driver where that driver's penalty points or motoring convictions have not been disclosed to us;
- Any Liability, loss, damage, or expense caused by any driver that does not meet all the requirements of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licenced driver);
- The liability of any person also insured under any other policy for the same event;
- Any liability, loss, damage, or expense that arises because an *insured person* deliberately causes death, injury, or damage;
- Any liability, loss, damage or expense if the *insured person* does not keep to the terms conditions and exceptions of this section.

*You must tell us about all the penalty points you or any other driver has, any motoring convictions unless they are spent convictions.*

## 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 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

Any legal costs:

- Associated with an appeal of a prosecution by a *Policyholder* unless *we* have given prior written consent;
- Which have not first been agreed in writing by *Us*;
- Arising from a claim caused by an accident which is not covered under this Policy;
- Where *We* have chosen to stop payments or
- Any legal costs otherwise excluded under the terms of this policy

## **Section 2 Damage to *Your* vehicle**

***Your* schedule will show if the cover under this section applies and if it does what cover *You* have chosen**

**What is covered**

**Cover *You* chose –**

### **Third Party Fire and theft - What we pay for**

The cost of losses of or damage to *Your vehicle* caused by fire, lightning, explosion, theft or attempted theft,

### **Comprehensive – What We pay for**

The cost of loss of or damage to *Your Vehicle* caused by fire, lightning, explosion, theft or the cost of loss of or damage to *Your Vehicle* caused by accidental or malicious means.

**What is not covered**

**We will not pay for**

- The amount shown as excess on the schedule that is effective at the time of any incident – an *excess* is the amount *You* have to pay for any claims under this section before *We* pay anything;
- 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 the damage happening and have followed the manufacturer’s instruction to avoid liquid freezing in *Your vehicle*
- Any amount over 10% of current market value in respect of repairs and labour costs incurred as a direct result of *Your vehicle* being filled with the wrong fuel or contaminated fuel;
- Any amount over €190 for fitted in-car entertainment. Audio, and audio-visual equipment;
- The cost of repairing or replacing any vehicle which is not *Your vehicle*;
- The cost of wear and tear, mechanical, electrical, electronic and computer failure, breakdowns, or breakages;
- Compensation for *You* not being able to use *Your vehicle*,
- Any other indirect loss such as loss or earnings.
- The cost of any delay while *we* have to get new parts or accessories or where they are unavailable;
- Any amount by which the cost of a part for *Your vehicle* that has to be imported from outside the European Union exceeds the cost for an equivalent part in the European Union;
- The value of *Your vehicle* reducing because it has been repaired;
- Any loss, damage or expense above the amount *You* insured *Your vehicle* for, less any excess that applies;
- Any loss damage or expense if *You* have not taken reasonable care to protect *Your vehicle*, see “Care of the vehicle under the General Conditions;
- Any loss damage or expense if *Your vehicle* has been left unlocked, or if the keys for it have been left in or around *Your vehicle*, while it is unattended;
- The loss of *Your vehicle* by fraud, trickery or deception;
- The loss of *Your vehicle* because it has been restored to its rightful owner;
- Loss, damage or expense arising from *Your vehicle* being taken or driven by a person who is not an *insured driver*;
- Loss damage or expense caused deliberately by *You* or any person driving *Your vehicle* with *Your* permission;

- Loss or damage resulting from using *Your vehicle* or any machinery attached to it, as a tool of trade;
- Any loss damage or expense deliberately caused by *You* or any person driving *Your vehicle* with *your* permission;
- Any additional damage resulting from *Your vehicle* being moved by *You* after an accident, fire or the 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;
- Replacing the keys, remote control or security devices for *Your vehicle*, if they are lost or stolen;
- Tapes, cassettes, compact and mini discs, Citizen-Band radios, phones or phone equipment, portable sat nav equipment or games consoles;
- Value added tax if *you* are registered for it;
- Tools of trade;
- Any amount over € 1500 in respect of fire brigade charges that *You* are liable to pay under the fire services Act 1981 for putting out a fire in *Your vehicle*, or for removing the driver or passenger from *Your vehicle* using cutting equipment.

## How we deal with a claim under section 2

This part describes what *We* will do, and what *You* must do, when *You* make a claim for loss of or damage to *Your vehicle*.

### A. Theft

We will treat *your vehicle* as stolen if it has not been recovered 30days after *You* report the theft to *Us*. It must still be missing when *We* pay *Your* claim.

*You* must report the theft to the Gardai or local police as soon as it is discovered and provide *Us* with the keys to *Your vehicle* and all the documentation *We* ask for when *You* make *Your* claims.

If *Your vehicle* is stolen and *You* later get it back, or discover where it is, *You* must tell *Us* straight away.

### B. Repairs to *Your vehicle*

*We* will pay the reasonable cost to protecting *Your vehicle* and getting an authorised agent to take it to the nearest suitable repairer or another safe place if *You* cannot drive *Your vehicle* after an incident that is covered by this section.

*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 an estimate for repairing *Your vehicle* is unreasonable, *We* may ask for it to go to another repairer and may move it to the repairer of *Our* choice.

*You* must not move *Your vehicle* if this could cause further damage, and *We* will not pay for damage caused in this way. *You* must obtained *our* permission before ordering any new part/accessory or paying for any transport outside the Republic of Ireland.

### C. How we may pay *your* claim

*We* may, at *Our* option;

- 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.
- 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.

The choice if how we pay *your* claim is ours alone.

#### **D. The most *We* will pay**

- The *market value* of *Your vehicle* just before the loss or damage happened, less the excess and the cost of accessories and spare parts;

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 *Your 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.

#### **E. Treating *Your vehicle* as a total loss (Write Off)**

*Your vehicle* is written off if the cost of repairing it is more than it would be worth after repair, or if it is lost by theft.

If *We* choose to pay *You* the *market value* of *Your vehicle*, or the amount for which *You* insured it, *You* must send *Us*;

#### **The most *We* will pay**

*We* will pay the least of:

- The certificate of motor insurance and disc,
- The vehicle registration document and
- If it needs one, either national car test certificate (NCT) or the certificate of roadworthiness (CRW) test, whichever is appropriate to *Your vehicle*.
- 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, *Your vehicle* becomes *Our* property.

If *Your vehicle* is part of a hire purchase or leasing agreement, or belongs to someone else, *We* may at *Our* option pay the legal owner to settle *Your* claim.

### **Section 3 –Legal Representation**

#### **What is covered**

If *We* agree in writing first, *We* will pay for the following legal fees if they arise from a claim 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**

Any legal costs:

- Associated with an appeal, unless *We* have given *Our* prior written consent;
- Which have not first been agreed in writing by *Us*;
- Arising from a claim which is not covered under this policy;
- Where *We* have chosen to stop payments; or
- Any legal costs otherwise excluded under the terms of this policy

## **Section 4 –No Claims discount**

If *You* have had a claim since *Your* no claims discount was last reviewed, *You* will be entitled to a discount from the next renewal premium according to *Our* standard scale.

*Your* no claims discount will be reviewed each year, when *We* calculate *Your* renewal premium. The scale may change at any time.

*You* cannot transfer *Your* no claims discount to anyone else.

### **Step back no claims discount**

If *You* have had a claim since *Your* no claims discount was last reviewed, the no claims discount to apply at *Your* next renewal will be reduced according to the table below, unless *You* have purchased no claims bonus protection.

*Your* schedule will show if *You* bought this option.

*We* may withhold the no claims discount in full or part if there are any claims that have not been settled.

Last no claims discount	Next no claims discount 1 claim since last review	Next no claims discount, more than 1 claim since the last review
5 or more years	3 years	0 years
4 years	2 years	0 years
3 years	1 year	0 years
2 or fewer years	0 years	0 years

Claims for fire, theft or attempted theft under section 2, and for vehicle glass damage under section 2, will not affect *Your* no claims discount.

### **Protected no claims bonus**

*Your* schedule will show if *You* have bought this option by displaying the EN01 Endorsement.

If *You* bought this option, and provided *You* have not had more than 2 claims in the three years prior to *Your* next renewal, *Your* no claims discount will not be reduced even if those claims would normally affect it. Should *You* incur a third claims the no claims discount will be reduced to zero years.

## **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 *Your* vehicle outside Ireland and the UK is very restricted. It does not include loss of or damage to *Your* vehicle under section 2 and, depending on the country concerned, may be very limited with regard to *Your* legal liability to others.

## Minimum Cover

### What is covered

We will provide the minimum insurance that applies to the country concerned to allow *You* to use *Your vehicle* 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 insurance to be provided will be the minimum required in the country *You* are visiting, or the minimum required in the Republic of Ireland, whichever is more favourable.

The list of countries that may be covered changes from time to time. An up to date list of these countries can be found at the website of Motor Insurers' Bureau, at [www.MIB.org](http://www.MIB.org). Neither we, nor ARB, have any control over the content of that website.

#### What is not covered

- Accidental damage, fire and theft to *Your vehicle*;
- Customs of excise duties *you* incur if *You* have to leave *Your vehicle* abroad.

## 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 *Your vehicle* to give the same level of cover *You* have in the Republic of Ireland for up to 4 weeks on any one trip and 92 days in total during the *period of insurance*. The first 14 days of any trip will not incur a charge. *We* will usually give *You* an international motor insurance certificate (Green Card).

To keep *Your* policy cover the same as it is in Ireland, *You* must let *Us* know before *You* travel.

The insurance will then apply:

- To any EU country for which we have agreed to provide cover; and
- While *Your 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.
- Customs or excise duties *You* incur if *you* have to leave *Your vehicle* abroad.
- Using *Your vehicle* abroad for more than 92 days in any one period of insurance or in excess of four weeks at any one time.

## Section 6 Windscreen and windows

***Your* schedule will show whether *you* have this cover and details of approved repairer.**

### What is covered

*We* provide up to € 380 to repair or replace *Your* broken windscreen or windows if *You* use *our* approved repairer network, or € 100 if *You* use *Your* own repairer.

We will pay to repair or replace a chipped cracked or broken windscreen or window glass (the front and rear screens and side windows) in *Your vehicle*, subject to the limits shown below.

If this is the only damage *you* are claiming for, *your* no claims discount will not be affected.

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.

Provided *Your* windscreen or window glass is repaired or replaced by one of *our* approved repairers, We will pay up to €380 in any period of insurance after *You* have paid the excess ( if applicable). If *You* choose *Your* own repairer, We will pay up to € 100, after *You* have paid the excess.

### **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.
- Damage or broken glass in *Your vehicle* if it has been placed on cover for a temporary period,( for example a vehicle *You* have been loaned while *Your* own vehicle is being repaired)
- Damage or broken glass in mirrors, lights, sunroofs, panoramic glass, canopy glass, moon rooks, wrap around glass, glass in the engine covering(hood/bonnet), continuous glass panels and internal glass;
- Any additional cost of using glass sourced from or branded as the vehicle manufacturer or dealer, unless they are the only source of the glass required to repair *Your* vehicle;
- Any additional costs for work to be undertaken outside normal repair hours, unless the windscreen is shattered, the driver's visibility is impaired, or the security of *your* vehicle is affected;
- Any additional cost of replacing glass that is not in accordance with the manufacturer's specification for *Your vehicle*;
- VAT, if *You* are registered for it.

## **Section 7 -Personal Effects**

### **What is covered**

We will pay up to €350 if *Your* personal belongings are lost in a fire while in, or stolen from, *Your* vehicle.

We provide up to € 350 to repair or <i>Your</i> personal items that are damaged or stolen.
--------------------------------------------------------------------------------------------

### **What is not covered**

We will not pay for loss of or damage to :

- (i) Money, stamps, tickets, documents, or securities ( such as share certificates or bonds);
- (ii) Goods or samples carried in connection with any trade or business;
- (iii) Radio, telephones, satellite navigation systems, televisions or DVD/Video recorders, laptops and audio- visual equipment or any of their component parts or ancillary equipment or parts unless permanently attached to the vehicle and declared to and accepted by *Us*.

## **Section 8 Temporary Replacement Car**

### **What is covered**

If *Your vehicle* is out of use as a result of loss or damage insured under Section 2 of this policy and *You* ask *Us* in advance, *We* will pay up to € 200 for *You* to hire a temporary replacement car from a recognised self drive hire operator.

The indemnity and benefits granted by the 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 *vehicle* is involved in an incident while an *Insured person* is driving, and as a result of that incident, the *Insured person* is:-

- Killed,
- suffers injury by total loss of one or more limbs, or
- suffers injury by permanent blindness in one or both eyes,

*We* provide some money to assist the driver of *Your vehicle* or their personal representatives if they are killed, or injured by losing a limb or sight, in an accident involving *Your vehicle*.

*We* will pay compensation to the driver or to his/her legal personal representatives, up to a maximum of € 5000 per incident provided that the death or injury is the direct result of, and occurs within 3 months of, the date of incident.

### **What is not covered**

*We* will not pay compensation if:

- the driver was driving any vehicle other than *Your vehicle*;
- this section is not operative;
- the driver failed to observe the law regarding the use of seat belt;
- the death or injury was caused by any of ;
  - (i) suicide or attempted suicide;
  - (ii) self-injury;
  - (iii) the consumption of drugs or alcohol above the legally permitted minimum for driving;
  - (iv) ingestion of illegal substances or any substances which may include hallucinogenic condition;
  - (v) disease, or
  - (vi) physical sickness or disability;

If *We* insure the driver under any other motor policy *We* will only pay the compensation under one of them.

## **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*.

*You* can accept contributions to *Your vehicle's* running costs without breaching the policy terms and conditions.

## **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.

These General Exceptions apply to the whole of the policy.

The Contract of Motor Insurance does not cover :

1. Any accident, injury, loss or damage that happens while the *Insured Vehicle* is:
  - used for a purpose for which it is not permitted by the effective certificate of motor insurance;
  - 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 is not described in the certificate of motor insurance as a person entitled to drive or who is excluded from driving by any *Endorsement* or covered by another insurance;
  - driven or in 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 terms, exception and conditions of the contract of motor insurance;
  - kept or used in an unsafe or un-roadworthy condition or without a current national car test certificate (NCT) or department of environment certificate of roadworthiness (CRW) 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 unless they are being carried in fitted seats which have been permanently and securely installed in *your* 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 of 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. *Your 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 moving at or above the speed of sound; or
  - carrying any dangerous substances or goods.
8. Any liability, loss or damage caused by explosion, sparks or ashes from *your 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 *Your 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, unless or contamination::
    - Emerges immediately;
    - Is directly caused by one incident at a specific time and place during the period of insurance, and
    - Is sudden, identifiable, unexpected and is not deliberately caused.
  12. Any liability, loss or damage under section 2 to 10 of the contract of motor insurance if the *insured person* was driving in an unsafe manner;
  13. Any liability, injury; loss or damage directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken to control, prevent, or suppress terrorism even if there is another cause or event that at the same time, before, or afterwards, contributes to the liability, injury, loss or damage.
  14. Death of or injury to any person travelling in or on any trailer attached or detached from any *insured vehicle*,
  15. Any liability, loss, damage, cost, or expense directly or indirectly caused by ( or in connection with) a computer system, hardware program, software, data store, microchip, integrated circuit or similar device in computer equipment that :
    - Contains any damaging code including computer viruses, worms, logic bombs or Trojan horses, or
    - Fails to recognise the date at the true date.

## **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.

*We* will only pay a claim 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)**

*You* must do the following after any accident, injury, loss or damage, whether a claim is to be made or not:

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

- Report the incident to *Us* within 48 hours of it happening;
- Complete a claim form if *We* ask for one and submit all relevant documentation within 7 days from the date the incident occurred;
- Send *Us*, unanswered, every letter *You* receive about a claim as soon as *You* can; send any written summons or impending prosecution to *Us* immediately;
- Tell *Us* as soon as *You* know about any prosecution, coroner's inquest or fatal accident inquiry;
- 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.

**You must not :**

- Discuss any claim unless *You* have *Our* permission to do so in writing;
- Do anything to harm *Our* interests (such as admitting liability or negotiating a settlement) without *Our* written permission.

#### **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* and *We* will seek the recovery of any claims payments already made from *You*.

#### **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, *Your vehicle* must be covered by a valid National Car Test (NCT) certificate or Department of Environment certificate of roadworthiness (CRW) test. *You* must take all reasonable precautions to avoid loss of or damage to *Your 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 *Your vehicle* to prevent them being lost or stolen.

- *You* must always take the keys out of the ignition and remove them completely when *Your vehicle* is left at any time even if the *vehicle* is still within *Your* sight, and make sure *You* do not leave belongings on display. 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 *Your vehicle* is left unattended.
- If *You* do not take reasonable care of *Your vehicle* and meet the 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:
  - (i) Protect *your vehicle* from loss or damage;
  - (ii) Keep *your vehicle* in an efficient and roadworthy condition;
  - (iii) Not move or drive *your vehicle* in a way likely to affect safe driving or control or in a way that could cause loss or damage to it;
  - (iv) Not move or drive *your vehicle* after an accident, fire or theft if to do so may cause additional damage;
  - (v) Allow us to examine *your vehicle* at any reasonable time.

#### **g. Cancelling *Your Policy***

##### **Cancellation by *you***

*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 will retain:

- Any new business or renewal fees;
- A policy cancellation fee of up to € 20, and
- A proportionate premium for the time *you* were covered,

And refund any balance to *You*. *We* will not refund any premium if there has been a claim in the current period of insurance, whether it is settled or not.

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

##### **Cancellation by *us***

*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 behaviour 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*. There is a cancellation fee of €20 applicable to any refunds.

If there has been a loss or incident likely to give rise to a claim during the current period of insurance, and premium amounts are outstanding, *We* may at *our* discretion reduce any claims payment by the amount of outstanding or overdue premiums that *You* owe *Us*.

#### **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 set out in this *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 additional 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 windscreen disc to *Us* or *Your* insurance adviser.

*We* will refund a proportionate 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 windscreen 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.

**n. Our right to contact You**

*You* may refer any complaint *You* may have to the insurance advisor that sold *You* this policy.

If *Your* complaint has not been resolved to *Your* satisfaction *You* may contact the motor manager at :

ARB Underwriting Ltd

Suite 1 The Cube Offices

BSQ

Sandyford

Dublin 18. D18 RF44

Phone : 01 – 525 7900

Motor : 01 – 5257 903

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

Gefion Insurance A/s

Ostergade 10

DK – 11001

Copenhagen K

Denmark

[www.gefioninsurance.com](http://www.gefioninsurance.com)

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,

3<sup>rd</sup> Floor

Lincoln House,

Lincoln Place,

Dublin 2

Phone : +353 1 6 620 899

Fax : + 353 1 6620 890

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

## **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.

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

*Your* vehicle must be fitted with an electronic immobilising device, evidence of the installation of which having been submitted and accepted by *Us*; and *Your vehicle* must be fitted with a tracking device, evidence of the installation of which having been submitted and accepted by *Us*. The immobilising device must be activated, and the tracking device must be operational with a valid monitoring contract, when the vehicle is left unattended before *We* pay a claim under section 2 of this policy.

**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**

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 holds either a provisional Irish driving licence or learner permit of any duration, or a full Irish or EU driving licence for a period of a year or less.

*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.

**Claims Advice**

This page is advice only and does not form part of *Your* contract.

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 or pulse ID 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.
- 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 Section 2 & 3 and if *your* vehicle can still be driven;

- After telling *your* insurance advisor about the incident *you* will receive an accidental or theft report form which *you* should complete and return as soon as possible with 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.
- *You* must pay the relevant excess or vat ( if *you* are registered) direct to the repairer when *you* collect *your* vehicle.