

Included with your cover is a comprehensive breakdown service to assist you in the event of :-

- **Breakdown**
- **Accident**
- **Vandalism**
- **Theft/ Attempted Theft**



Full details of this service are provided further on in this policy document

Sertus Assist can be contacted by phoning:-

FREEPHONE

Rep. of Ireland - 1 800 417270

N. Ireland - 00 353 91 501644

We recommend that you keep this telephone number with you in your car
- you never know when you might need it.



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N.B. Sertus Insurance co-operates with industry-wide initiatives to combat insurance fraud. This may include the exchange of information pertaining to this insurance policy with other Insurers or their agents, and the recording of phone calls for verification purposes.

In the event of an accident

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

Where there is damage to property other than your own

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

Where anyone other than yourself is injured

- You are required to show your Certificate of Insurance to the Gardai but if this is not possible at the time, you must report the accident as soon as possible to them, but not later than 24 hours after the accident.

Prosecutions

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

Claims Notification

- Please advise us or your Insurance Broker immediately of the accident and complete and send an accident report form.

IMPORTANT NOTICE

- ***You should never, under any circumstances, allow an uninsured driver i.e. a driver who is not named on your Certificate of Insurance, to use your vehicle. If you do, you will be personally liable for any accident that happens. If you are in any doubt on this issue or any other matter do not hesitate to contact your Broker who will assist you.***

In consideration of the premium having been paid by the Insured, we, will provide insurance in accordance with the policy cover indicated in the Schedule.

The Proposal Form and Declaration signed by the Insured is the basis of the contract.

Your policy is in four parts:

- the Proposal form and Declaration
- the Policy wording in this booklet, including the Terms of Business
- the Schedule, which has the details of you and the vehicle

Insurance provided

The Sections describing the cover under your policy are shown on the current Schedule, and are subject to the terms, exceptions & conditions of the Policy.

The Insurance cover, to which this policy relates, is underwritten by RSA Insurance Ireland Limited.

Third EU Non-Life Directive

Under the above Directive we must advise that the Underwriter and you, the Proposer, are free to choose the law applicable to this contract. The Underwriter proposes that Irish law will apply.

Insurance Act 1936

All monies, which become or may become payable by Sertus Insurance, acting under the authority of the Underwriter, to you under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act, 1999

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

Geographical Limits

Indemnity is only provided under this policy in respect of events which occur in the Rep. of Ireland, Northern Ireland, Great Britain, the Isle of Man or Channel Islands during any period of insurance unless otherwise stated.

Definitions

Certain words contained in this policy wording have a specific meaning wherever they appear and are defined as follows:

"We", "us", and the "Underwriters" mean certain Underwriter(s) or authorised Insurers or Agents.

The words "you", "yourself" and "your" mean the Insured.

The word "Sertus", means Sertus Insurance.

The expressions "car", "vehicle" and "insured vehicle" mean the vehicle described in the schedule and which is identified in the effective Certificate of Motor Insurance. Further, the expressions do not extend to include cars used as vans.

The expression "period of insurance" means the period from the effective date on the Schedule to the date prior to the renewal date and any further period for which you have paid or agreed to pay and we have accepted your premium.

The expression "condition precedent" shall mean terms and conditions which must be complied with by you before the provision of indemnity will be considered and/or granted.

The expression "claim" shall mean a claim or series of claims arising out of the one occurrence.

Signed on behalf of the Authorised Insurer(s) by:



P. Smith
Director

Sertus Insurance is a Multi-Agency Intermediary regulated by the Central Bank of Ireland

A) We will pay:

Third Party Bodily Injury -

We will insure the drivers named on the Certificate of Insurance against legal liability (and the associated Costs below) for damages in respect of death of or bodily injury to any person.

Third Party Property Damage -

We will insure the drivers named on the Certificate of Insurance against legal liability (and the associated Costs below) for damages in respect of damage to property, subject to the following limitations:

- i) the maximum amount we will be liable for is €30,000,000, (including the associated Costs below)
- ii) if this policy covers more than one person, this maximum amount is the aggregate amount to be paid.

Costs

All legal charges and expenses incurred with our written consent in dealing with or defending any claim under this Section and we will, at your request (or may at our option) arrange for and pay the fee of a Solicitor to represent you at any Coroner's Inquest or District Court in respect of any death, which may be the subject of indemnity under this Section, or at any proceedings taken against you in respect of any act caused by or relating to any event, which may be the subject of indemnity under this Section.

B) The indemnity provided by Sub-section (A) of this Section will be subject to the fulfilment of the Conditions of this Policy and shall apply to:

- 1 you
- 2 any person allowed to drive by the Certificate of Insurance, except a person in the Motor Trade driving the car for purposes necessitated by its overhaul, upkeep and/or repair
- 3 any person using (but not driving) your car with your consent for social, domestic and pleasure purposes
- 4 at your discretion, any person (other than the driver) entering, leaving or travelling in your car
- 5 your employer or business partner if stated in the Certificate of Insurance provided the car is not owned leased or hired by the Employer or Partner

C) This Section is operative whilst your car is towing a single axle trailer up to half a tonne unladen weight or a disabled mechanically propelled vehicle not being towed for hire or reward.

Indemnity under Section 1 is also provided in respect of liability arising while any trailer or towing caravan, details of which have been supplied to us, is detached from any vehicle insured under this policy.

Exceptions to Section 1

We shall not be liable for:

- a) death or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified.
- b) damage to property owned by, or held in trust by, or in the custody or control of you or any person claiming to be indemnified or whilst being conveyed in your car or in any vehicle towed thereby or for loss or damage to any towed vehicle.
- c) any claim under this Section if at any time there is any other insurance in force covering the person indemnified whether effected by that person or not.
- d) any person described in Section B) unless the person holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence.
- e) death of or bodily injury to any person driving or in charge of the vehicle.
- f) use of the car in or on airports, aerodromes, airfields or military bases.

Avoidance of certain terms & right of recovery

Nothing in this policy of insurance or in any endorsement hereon shall affect the right of any Person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which this policy operates relating to the insurance liability to Third Parties.

But you shall repay to us all sums paid by us, which we would not have been liable to pay but for the provision of such law.

2 A) Loss or Damage to your Car

We will indemnify you against fortuitous loss or damage to your car including fitted standard accessories (e.g. satellite navigation systems fitted as standard in your car), by accidental means, including malicious damage.

A permanently fitted radio, tape or cassette/ CD player (excluding CDs/tapes/mini discs) is covered provided that we shall only be liable if your car is damaged at the same time and our total liability shall be limited to €500 in all for any one occurrence.

Repairs/Written off Vehicles

- 1 If your car is disabled by reason of loss or damage covered by this Section, we will pay the reasonable cost of protection and removal to the nearest repairer and delivery to you after completion of the repairs at your address, last known to us. The maximum amount payable under the policy in respect of storage of a damaged insured vehicle is limited to €300.
2. We may at our sole option repair, reinstate or replace your car or any part thereto, or may pay in cash the amount of the loss or damage. If we settle a claim at a total loss, we reserve the right to own the salvage.
- 3 If your car is the subject of a Hire or other Credit Purchase Agreement, payment shall be made to the legal owner, whose receipt shall be a full and final discharge to us of our liability.

2 B) Concession for New Car

If, within a period of 12 months from its date of first registration by the Policyholder, the car is stolen and the vehicle is not recovered or where the damage is sustained (in any single accident) to the extent that the cost of repair, reinstatement or replacement exceeds 60% of the Rep. of Ireland list price when new, current at the time of the loss or damage, we will, at your request and subject to the consent of any other interested party known to us, replace the vehicle with a new car of the same make and model (subject to availability in the Rep. of Ireland).

Exceptions to Section 2

We shall not be liable for;

- a) loss of use, wear and tear, depreciation, mechanical or electrical breakdown, failure or breakages, damage to tyres by the application of brakes or by road punctures, cuts or bursts;
- b) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- c) any loss to you due to any person obtaining any property by deception;
- d) loss or damage to the windscreen or windows nor for any scratching of bodywork resulting directly from such breakage, where such damage is the only damage caused, unless shown as operative in the Schedule;
- e) the cost of hiring another vehicle;
- f) any amount exceeding the market value of the insured vehicle or the Insured's estimate of the value (as last advised to us), whichever is the less;
- g) cost of replacement of keys or locks arising from theft or loss of keys or damage/breakage of or by keys;
- h) loss or damage to the insured vehicle, if the insured driver is not driving in compliance with any driving licensing restrictions;
- i) loss or damage unless the insured vehicle (where applicable) is the subject of a valid and current NCT certificate.

Policy Excess

Our liability for each and every claim under Section 2, Loss or Damage to Your Car other than loss or damage to windscreen or windows, shall be reduced by the amount of the Compulsory Accidental Damage Excess plus the amount of the Voluntary Accidental Excess (if applicable) - all as shown in the current Schedule.

Section 3 Loss or damage to your car by Fire or Theft

We will indemnify you in the terms and exceptions of Section 2 – Loss or Damage to your Car, but only in so far as it concerns fortuitous loss of or damage to your car caused by:

- a) fire, lightning or explosion
- b) theft or any attempt thereat, but not including loss or damage caused by any person obtaining property by deception.

Your car must be missing for at least 28 days after we have been notified before we will consider it lost by theft.

No indemnity will be provided unless the insured vehicle (where required by law) is the subject of a valid and current NCT certificate.

No indemnity will be provided for loss or damage due to theft or any attempt thereat occurring while the keys or locking device of the vehicle are left in, on or about the vehicle whilst the vehicle is unattended.

Section Excess

Our liability for each and every claim under Section 3, Loss or Damage to Your Car by Fire & Theft shall be reduced by the amount of the Fire & Theft Excess shown against this Section on the current Schedule.

Section 4 Foreign Use**European Union Compulsory Cover**

We will provide the minimum insurance to allow you to use your car

- 1) in member countries of the EU.
- 2) in any other countries, which have made arrangements, and which meet the insurance requirements of and are approved by the Commission of the EU.

Temporary Use of your Car on the Continent of Europe

The cover under Section 1 (and under Section 2, where the cover is Comprehensive) operates whilst your car is on the Continent of Europe (or in transit by sea between ports therein) for a period not exceeding 31 consecutive days.

We will meet your liability, if, while your vehicle is temporarily on the Continent of Europe, you become liable to pay Customs Duty on it as a direct result of loss or damage covered under this policy.

Section 5 (a) No Claims Discount

In the event of no claim being made or arising under this Policy, we will allow a reduction from the renewal premium, in accordance with the following scale, provided that the renewal be for a period of twelve months.

Period of Cover

No. of Preceding Years	No Claims Discount
1 Year	10%
2 Years	20%
3 Years	30%
4 Years	45%
5 Years	50%

In the event of any claim under this policy resulting in us making a payment or setting a reserve/estimate against future payment, then the entitlement to a No Claims Discount by you will be forfeit.

Section 5 (b) Step Back No Claims Discount

If one claim arises under the policy during any one period of insurance, the No Claims Discount earned at last renewal will be reduced at next renewal as follows:

No Claims Discount at last renewal.	No Claims Discount at next renewal
50%	30%
45%	20%
30%	0%

The No Claims Discount will be reduced to NIL if the incident giving rise to a claim results in the driver being convicted of dangerous or charged with drink driving or a drug related offence.

Section 5 (c) No Claims Discount Protection for Fire and Theft Claims

Your No Claims Discount will not be reduced if during the period of insurance we pay;

- A. A single claim under Section 3 - Loss or Damage to your car by Fire or Theft
- B. Two claims under Section 8a - Windscreen

In the event that these limits are exceeded the No Claims Discount will be reduced in accordance with Section 5a 5b or 8c whichever is shown on the current Schedule.

Section 6 General Policy Conditions

1 Due Observance

The due observance and fulfilment of the terms and conditions of this policy and of the endorsements issued by us and the truth, completeness and accuracy of the statements and particulars in your Proposal and at renewal of your policy shall be a condition precedent to any liability of ours under this Policy.

If you shall make any claim or statement in connection with this insurance knowing same to be false, fraudulent or incomplete, this Policy shall become null and void and all claims shall become forfeit.

In addition, at the discretion of Sertus, the continuation of cover under the policy may be affected.

2 Claims Procedure

After any accident or loss or event likely to give rise to a claim under this Document, you or the person entitled to indemnity shall, as soon as possible;

- a) immediately give full particulars in writing of the occurrence
- b) immediately forward to us all letters from any Third Party and every claim, writ, summons, or process you receive
- c) advise of the time and place of any impending prosecution, inquest or court appearance,
- d) make every endeavour to obtain the names and addresses of all witnesses.

You shall not make any admission of liability or payment or offer of payment or incur legal expenses without our written consent and you shall give such assistance as we may reasonably require and shall not in any way act to the detriment or prejudice of our interests.

We are entitled to take sole control of all negotiations and proceedings and are entitled to use your name to settle and/or prosecute and/or defend any claim and we reserve the right to abandon same at any time.

We shall be entitled to exercise the same rights in respect of claims, which we would be liable to pay but for the provision of the law of any territory in which this Policy operates relating to the insurance of liability to Third Parties without prejudice to our right of reimbursement from you under this Policy.

3 Other Insurance

If at any time of happening of an accident, injury, damage or loss covered by this Policy there shall be in existence any other insurance or indemnity of any nature whatsoever covering the same, whether effected by you or not, then, we shall not be liable to pay more than our rateable proportion (subject to the applicable policy limits).

4 Premium Refunds/Charges

If the policy is cancelled or altered in any way, we will not charge or refund any premium, which is less than €15.00. In addition, refund premium is only paid where no claims have arisen, been notified and no claims are being dealt with during the current period of insurance and where all documents needed to carry out the alteration or cancellation have been received by us.

We reserve the right to charge an administration fee of €12.70 for each administrative transaction.

In some instances involving cancellation of a policy, short-term rates may be applied.

5 Condition of Vehicle

You shall take all due and reasonable precautions to:

- a) prevent injury, loss or damage
- b) maintain your vehicle in an efficient and proper roadworthy condition.
- c) ensure your vehicle and its accessories are free from any defect

We shall, at all times, have free access to examine your car.

It is a condition precedent of this policy that, where required by law or regulation, that the insured vehicle is the subject of a valid and current NCT certificate.

6 Cancellation

We may at any time cancel this Policy by giving 7 days notice by registered letter to your last known address and in such event we will return a pro-rata proportion of the premium (subject to there being no claims under your Policy) upon surrender of the Certificate of Motor Insurance and Insurance Disc, which must be returned to us within the period of 7 days mentioned.

You may at any time cancel this Policy by giving us 7 days notice and in such event we will return a proportion of the premium upon receipt of the Certificate of Motor Insurance and Insurance Disc (subject to there being no claims under your Policy).

7 Arbitration

Any difference arising under the policy shall be referred to Arbitration in accordance with the statutory provisions then being in force and the making of an award shall be a condition precedent to any right of action against us. Any claim for which we disclaim liability and which has not, within a year of such disclaimer, been referred to arbitration shall be deemed to have been abandoned and not recoverable under the policy.

8 Transfer of Interest

This Policy is a contract personal to you and is not assignable in any circumstances whatsoever and no person other than you or your legal representative shall have any right against us either as Assignee or Transferee of any interest in the subject matter hereof, or any right to receive monies payable hereunder either before or after loss and whether admitted or not on any other case whatsoever except as appears by endorsement hereon and signed by us.

9 Road Traffic Act 1961

Any conditions of this Policy and/or of any endorsement thereon insofar as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act - 1961 shall not be a condition effecting the right of any person to recover any amount under or by virtue of the provisions of Section 76 of the said Act.

Stamp Duties Consolidation Act, 1999

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

11 Fraud

If any claim made by you or any person acting on your behalf under your policy is in any respect fraudulent, false or incomplete, all benefits will be forfeit and any expenses incurred by us will be recoverable from you in full.

In addition, at the discretion of Sertus, the continuation of cover under the policy may be affected.

12 Emergency Services

The maximum amount payable under the policy in respect of all Emergency Service charges (including Fire Brigade charges) is limited to €250.

Section 6 is also applicable to Endorsements 8F, 8G & 8J.

These General Exceptions apply to the whole policy

The Policy does not cover:

- 1 Any claim unless the person indemnified or (where applicable) the person driving:
 - a) holds a licence to drive the Insured motor vehicle and is compliant with any licensing authorities restrictions regarding the driving of the vehicle;
 - b) has held and is not disqualified from holding or obtaining such licence;
 - c) is complying with the statements on the Proposal;
 - d) is named on the Certificate of Motor Insurance.
- 2 Any claim arising whilst any motor vehicle for which indemnity is provided by this Policy is being used otherwise than in accordance with the use permitted by the Certificate of Motor Insurance issued to you.
- 3 a) Any accident, injury, loss or damage arising during, occasioned by or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion, or riot.
 - b) Any act of terrorism (an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes, including the intention to influence any government and/or put the public, or any section of the public in fear).
- 4 a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b) Depreciation of any nature.
- 5 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from;
 - a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 6 Any liability assumed or imposed by virtue of an agreement but which would not have applied in the absence of such agreement.
- 7 Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, and/or legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from pollution.
- 8 Loss or destruction or damage under Section 2 - Loss or Damage to Your Car (or its accessories) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9 Any accident injury loss or damage (except that which is covered under Section 1 - Liability to Third Parties) arising during or in consequence of earthquake
- 10 Any claim that arises from your or a named driver's unlawful use of drink or drugs.

Each of these Endorsements will only apply if shown as operative in the schedule:

Endorsement A - Windscreen

If damage to your car is limited to accidental breakage of glass in the windscreen or windows or any scratching of body work resulting solely and directly from such breakage, we will indemnify you against such damage for a sum not exceeding €400 (excluding sun-roofs and all mirrors)

Two claims within the period of insurance under this extension, will not affect your entitlement to a No Claims Discount.

Section Excess

Our liability for each and every windscreen replacement claim under Section 8A shall be reduced by the amount of the Excess shown against this Section on the current Schedule.

No Excess will apply to windscreen repairs

Endorsement B - Driving Other Cars
(Automatically included with all types of cover)

Section 1- Liability to Third Parties is extended to apply to the driving by you, with the owner's permission, of any car (excluding Spouse's car) not belonging to you and not hired or leased to you under Hire Purchase or Leasing Agreements up to a maximum of 2000cc.

Endorsement C - Full No Claims Discount Protection

Your No Claims Discount will not be prejudiced at renewal date, provided that;

- 1) not more than one accident or claim has occurred, been made or notified during the current period of insurance. and/or
- 2) neither you nor the driver have been convicted, nor is any prosecution pending, in respect of any motoring offence in connection with the incident giving rise to the claim.

In either event this Endorsement 8c shall no longer apply and the No Claims Discount will be reduced in accordance with Section 5b of this Policy.

Endorsement D - Personal Effects

We will indemnify you against loss of or damage to personal effects while locked into the boot of your car, by fire or theft or attempted theft or by accidental means or at your request we will indemnify the owner of the lost or damaged property provided that:-

- 1) our liability under this Extension shall be limited to €125 for any one item and €500 in total for any occurrence.
- 2) We shall not be liable for loss of or damage to:-
 - a) money, stamps, tickets, documents or securities
 - b) goods or samples carried in connection with any trade or business
 - c) property insured against loss or damage under any other policy

Endorsement E - Personal Accident

If you and/or your spouse sustain bodily injury as a result of an accident involving your car, which results in death or total irrecoverable loss of sight of one or both eyes; or total loss of one or more limbs at or above the wrist or ankle we will pay to the injured person or to such person's legal representatives the sum of €3,000, provided that death or loss occurs within 3 months as a direct result of the accident. We shall not be liable to pay in respect of bodily injury caused by suicide or any attempt thereat or where the injured person was under the influence of alcohol or drugs.

If the injured person is insured by us against Personal Accident under any other motor insurance policy, benefit shall be payable under one policy only.

Endorsement F - Motor Assistance

(Automatically included with all types of cover)

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

The Company Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros. S.A. T/A Mapfre Asistencia Agency Ireland (Company Registration Number 903874)

The Passengers All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Vehicle at the time assistance is required, limited to 4 passengers.

Insured Car Any private car [not exceeding 1.5 tonnes total vehicle weight, which is currently insured in Republic of Ireland and which is driven within the terms of the current Certificate of Motor Insurance relating to such car.

Territorial limit Island of Ireland

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

Section 1 Motor Breakdown Assistance

Benefits
Mapfre Asistencia on behalf of Sertus Underwriting Limited Insured's will provide the following benefits:

In the event of the insured vehicle being immobilised as a result of a motor accident, mechanical breakdown, fire, theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, keys broken in the lock or locked in the car, Mapfre Asistencia Agency (the Company) will arrange and pay for the benefits set out

hereafter.

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

Labour

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

Completion of Journey

If repairs cannot be repaired in situ, and the vehicle has broken down away from home, the Company can arrange and pay for at the time of the breakdown:

Onwards transportation for the Insured and passengers home or to their intended destination within the territorial limits up to a limit of €25 per person and subject to an overall limit of up to €125.

Or

Use of a Class A replacement car for up to 48 hours while repairs are carried out.

Or

Overnight accommodation for one night only, limited to Bed & Breakfast, while repairs to the Insured's vehicle are in progress, subject to a maximum value of Stg£40/€40 per person and Stg£200/€200 in total.

Message Relay

We will pass on two urgent messages for you.

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

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

What to Do?

Should you require assistance, please telephone the Sertus Assist line:

Rep. of Ireland - 1 800 417270

Northern Ireland - 00 353 91 501644

Please have the following information available when you call:

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

Mapfre Asistencia are responsible only for the cost of providing benefits available through Sertus Assist. If you make your own arrangement you will not be reimbursed.

Conditions

- 1. No benefits shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.**

2. In the event of theft of the insured vehicle, the theft must be reported to a police station before any benefits can apply.

3. The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.

4. In the event of cancellation of the policy by the Insured, no return of premium shall be allowed in respect of the Motor Assistance portion of the premium.

5. Territorial limits of cover is the island of Ireland.

6. Vehicle eligible for assistance will be restricted to Private Cars or Private Cars modified for commercial use.

7. To be eligible for assistance, the Insured shall hold a current Motor Insurance policy.

8. Replacement cars are subject to commercial car hire criteria. This criteria may include, however, is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criteria is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick-up point.

9. The Insured must be with the vehicle when the repairer arrives. If the Insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the Insured's own cost.

10. We may refuse assistance in circumstances where a driver is clearly intoxicated or under the influence of drugs.

11. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration saying that you will be responsible for the damage.

12. Cover is not applicable if your vehicle has modifications to wheel arches, front and rear bumpers and alterations to suspension levels. Cover is not applicable for vehicles taking part in racing, trials or rallying.

13. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced and hold a current NCT certificate, if applicable.

14. We cannot accept responsibility for the transportation of pet animals or livestock carried within the insured vehicle. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.

15. In the event that your vehicle is taken to your normal place of residence or location of your choice, no further recovery arising from the breakdown will be made.

16. If you cancel an assistance, you are not eligible for another call out for that assistance.

17. If you have to pay for transportation or accommodation costs in relation to that assistance, the company will only refund amounts covered by this insurance if we receive valid invoices and receipts.

Exceptions

The Company shall not be liable:

1. For any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault.

2. For any liability or consequential loss arising from any act performed in the execution of the assistance provided.

3. For any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.

4. For any claim arising where the vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain.

5. To pay for expenses, which are recoverable from any other source.

6. For the cost of repairing the car other than outlined in the benefit, "Labour", above.

7. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.

8. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.

9. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.

10. For breakdowns where your vehicle is not accessible or cannot be transported safely or legally or without hindrance using a standard transporter.

11. For any winching costs or specialist equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been recovered to a suitable location, normal service will be provided.

12. For punctures where no serviceable spare wheel or tyre is available.

13. For claims arising from loss of or damage to contents of your car.

Endorsement G - Legal Assistance (Automatically included with all types of cover)

If you are involved in a motor accident, prosecuted for a motoring offence, need legal advice or need help with motoring emergencies, your legal expenses policy will help you 24 hours a day, 365 days a year.

This service is provided by DAS Legal Expenses Insurance Company Limited. **The following summarises the policy's features,** for full information of cover, terms, conditions and exclusions, please refer to DAS Legal Expenses Insurance Company Limited

What is covered?

Uninsured Loss Recovery

If you are involved in a motor accident which is not your fault, you have a legal right to claim back your losses, which are not insured, from the person who caused the accident.

This endorsement to your policy will cover you for the cost of instructing and paying for a lawyer to represent you, with prior agreement from DAS Legal Expenses Insurance Company Limited.

Uninsured Losses can include:

- Compensation if you are injured and compensation for your family if you are killed.
- Your policy "excess" under your Comprehensive motor insurance policy.
- Reasonable hire charges for a replacement vehicle whilst yours is being repaired.
- Compensation for you not being able to use your vehicle.
- Repair costs if you do not have comprehensive insurance cover.
- Compensation for damage to your clothes, luggage or personal belongings.

Compensation for Injuries

The Uninsured Loss Recovery cover will help recover compensation if you or your passengers are injured or killed in an accident involving the insured vehicle. However, in addition, cover is also provided for you if you are injured or killed when driving any other private car or motorbike and provides cover for you and your close family if you or they are injured or killed as a result of a motor-related accident as a passenger in any vehicle, or as a cyclist or a pedestrian.

Motor Prosecution Defence

This legal expenses cover extends some of the cover already provided under your policy in respect of prosecution defence costs.

In particular, this cover will pay for your defence costs of up to €63,500, if you are prosecuted for a motoring offence arising from the use or ownership of your vehicle.

The cover applies whether or not an accident has happened and, if we agree, we will also pay the legal costs of appeals against a judgement or penalty. We cover all prosecutions, except those where the alleged offence suggests dishonesty or a parking offence.

This cover does not apply if you are driving a vehicle over 7.5 tonnes in weight.

How your Legal Expenses Cover will Help

When a claim is notified, legal and insurance experts who fully understand the motor insurance market will firstly attempt to seek recovery of your entitlements from the person who caused the accident. However, if recovery of all your losses are not forthcoming, your case will be referred to a lawyer for further action. For most prosecution defence claims, arrangements will be made for a lawyer to represent you and

any incurred legal costs will be paid up to €63,500. This amount includes solicitors' and barristers' fees, court costs, expenses for expert witnesses and any other person's costs if the court decides against you.

24 Hour Helpline Services

As an extra benefit to you, 24 Hour Helpline services are provided to advise on any personal legal problems you may encounter.

To avail of cover contact:

DAS Helpline 1 850 670747

Endorsement H – Airside Exclusion

No cover is provided under the policy where the insured vehicle is used in or on restricted areas of airports, airfields, aerodromes, military bases or aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.

Endorsement I – Spare Parts

In respect of Japanese/Far Eastern Import cars, where parts to repair the car are not obtainable or out of stock from the Manufacturers' EU Representatives, then you shall bear the cost of such replacement over and above the price indicated in the latest Maker's price list.

Endorsement J – Car Hire

(Not automatically included ; Only applicable if purchased)
The cover provided under this additional benefit is only operable when purchased in conjunction with your Sertus private motor insurance policy. This element of the cover is administered on behalf of Sertus Insurance by DAS Legal Expenses Insurance Company Limited through Sertus Insurance. *DAS Legal Expenses Insurance Company Limited is a Multi-Agency Intermediary regulated by the Central Bank of Ireland.

VEHICLE HIRE COSTS

If your vehicle cannot be driven following a collision involving another vehicle,

accidental damage, theft, attempted theft or vandalism, we can usually arrange for you to have a replacement hire vehicle until your vehicle can be repaired. Please do not hire a vehicle before obtaining our agreement. If you do, we will not pay the costs involved, In addition to the General Policy Conditions and General Exceptions of this private motor policy document, unless otherwise stated, the meaning of words, what is not covered and conditions for Motor Legal Protection will also apply in respect of this cover.

The meaning of words:-

Vehicle hire costs

The cost of hiring a Group A 1.0 litre vehicle for a single period of **up to 10 days** or until **you** can drive the **insured vehicle** again, if this is sooner.

Territorial Limit

The Republic of Ireland

Vehicle theft

The theft of the **insured vehicle**, which results in the insured vehicle remaining unrecovered for a period of 48 hours or more. This includes taking the **insured vehicle** without lawful authority.

Insured Incidents

We will arrange and pay your vehicle hire costs following:

- a) accidental damage - making the **insured vehicle** undriveable; or
- b) an accident involving a collision between the **insured vehicle** and another vehicle - making it undriveable
- c) **vehicle theft**, attempted vehicle theft or vandalism of the **insured vehicle** - making it undriveable

What is covered

Following an insured incident, we will pay **vehicle hire costs** provided we have agreed to them first.

To avail of cover contact:

DAS Helpline 1 850 670747

What is not covered

1. Any **vehicle hire costs** which are incurred before we agree to pay them.
2. **Vehicle hire costs** when an **insured person** makes his or her own arrangements for vehicle hire after an insured incident.
3. All fuel, fares, fines, penalties or fees related to the hire vehicle whilst in **your** possession
4. Any claim under this policy which occurs whilst the insured vehicle is being used for hire or reward
5. Any claim for **vehicle hire**, which does not result in an accepted and paid claim under other sections of this policy
6. Any claim for **vehicle theft**, attempted theft, vandalism of the **insured vehicle**, which has not been reported to the Gardai
7. Any claim following an insured incident, which happens during the first 48 hours from the start of **your** period of cover under this endorsement of **your** policy.
8. Any claim that arises from **your** unlawful use of drink or drugs.
9. Any claim arising from windscreen damage/breakage.

Conditions

- A) An **insured person** must agree to our trying to recover any **vehicle hire costs** in his or her name and any costs recovered must be paid to us
- B) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- C) **We** will decide how long a vehicle can be hired for.
- D) An **insured person** must meet the age and licensing requirements of the vehicle hire company **we** choose and must fully comply with any conditions of hire.

E) The **vehicle theft**, attempted theft or vandalism of the **insured vehicle** must be reported to the Gardai and a crime reference must be obtained.

F) Details of **vehicle theft**, attempted theft or vandalism of the **insured vehicle** or any accident involving the **insured vehicle** must be reported to **your** insurance company or broker and a claim reference obtained, if one is allocated.

G) A replacement vehicle will then be arranged by us on your behalf, where available, and subject to us being satisfied that **you** are fully eligible and are not excluded under the terms and conditions of this policy.

H) An **insured person** must inform **us** as soon as the **insured vehicle** becomes available to drive again.

*DAS Legal Expenses Insurance Company Ltd is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business rules. The regulatory system which applies in Ireland is different to that which applies in the UK.

Sertus Underwriting Limited is part of the RSA Insurance Group. All policies are underwritten by RSA Insurance Ireland Limited. This notice provides detail as to how both Sertus and RSA will handle your data.

Both Sertus Underwriting Limited and RSA Insurance Ireland Limited are classified as a Data Controller and are registered with the Office of the Data Protection Commissioner under Data Protection legislation. As a Data Controller we are required to explain how we may use your details and information you provide to us. We recognise that protecting personal information including sensitive personal information, is very important and we recognise that you have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

What we do with Your Personal Data

Information you provide will be used by us for the purposes of processing your application and administering your insurance policy. We may need to collect sensitive data relating to you (such as medical or health records or convictions) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by us and will not be disclosed to any third parties except (a) to our agents, sub-contractors and re-insurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where your consent has been received or (d) where permitted by law. In order to provide you with products and services this information will be held in our data systems or our agents or subcontractors.

We may pass your information to other companies for processing on our behalf. Some of these companies may be based outside the EEA, but in all cases we will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

Calls may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection & Claims History

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

- Share information about you with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you ;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies ;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Insurance Link Database

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

Insurance companies share claims data:

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

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

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

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

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to Mr. Paul Kierans, General Manager, Sertus Insurance, Unit 2 Ballybrit Business Park, Ballybrit, Galway.

Consent

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

Company Information

Sertus Insurance (the Company) carries on business at 2, Ballybrit Business Park, Galway. Sertus Insurance is authorised as a Multi-Agency Intermediary by the Central Bank of Ireland. Sertus Insurance is not registered for Value Added Tax (V.A.T.) purposes. Sertus Insurance is a subsidiary of the RSA Group (formerly Royal Sun Alliance Group)

Communication

Whilst still appointed by you, the Company will communicate directly with your appointed Insurance Intermediary on all matters, but at its choosing, depending upon the matter under consideration, may decide to communicate directly with you on what it deems to be non-complex and simple matters.

Description of Services provided

Sertus Insurance processes business on behalf of insurance undertakings (Insurers), which are authorized by the Central Bank of Ireland to transact business in the Rep. of Ireland. Processing business means acting on behalf of and in the interests of the insurance undertaking.

Conflict of Interest

It is the Company's policy to avoid conflicts of interest when providing business services. When such conflicts arise we shall advise you or your insurance intermediary in writing. If you have not been advised of such conflicts, you may assume that none arise.

Charges

If this policy is cancelled or altered in any way, Sertus Insurance will not charge or refund any premium which is less than €15.00. Sertus Insurance will only refund premium where no claim has arisen, been notified and no claims are being dealt with during the current period of insurance and where all the documents needed to carry out the alteration or cancellation have been received by Sertus Insurance. Sertus Insurance may charge an administration fee of €12.70 per transaction.

Quotation Period

All quotes given are valid for a period of 30 days.

Cooling-off Period

As a consumer you have the right to withdraw from any Sertus Insurance product within (14) days of the start date of the policy - without penalty and without giving any reason. The right of withdrawal may be exercised by notice in writing to your insurance intermediary or Sertus Insurance. Prior to exercising your withdrawal rights, you must return the Certificate of Motor Insurance and the Insurance Disc to your Insurance Intermediary.

Main Characteristics of the Policy

The main characteristics of your (the Consumer's) insurance policy is, as explained to you by your Insurance Intermediary, and as set out in your Policy Terms and Conditions and also the Policy Schedule, Certificate of Motor Insurance and the Insurance Disc, which you have been given and which are available upon request from your Insurance Intermediary.

Default Procedure

In the event of default by you, the Consumer, the Company may choose to cancel or alter the terms of the cover provided (including premium charged) in respect of claims, the claim may not be paid.

Period of Insurance

Subject to cancellation, the period of insurance in respect of any policy held with Sertus Insurance will be the period specified in the Policy Schedule and/or Certificate of Motor Insurance and Insurance Disc (in the case of motor insurance).

Cancellation

You (the Consumer) can cancel your policy at any time by writing to your Insurance Intermediary or Sertus Insurance. The policy will be cancelled on the date, we, or your Insurance Intermediary, receive your cancellation instructions and, in the case of motor insurance, the relevant Certificate of Motor Insurance and Insurance Disc. Provided that no incident, giving rise to a claim has occurred in the current period of insurance, a return of premium may be due, less the amount of short period rates for the duration the policy has been in force. Please refer to your policy wording for further details regarding the cancelling of a policy.

Complaints Procedure

Any complaint should be notified by contacting your Insurance Intermediary or in writing to Paul Kierans, General Manager marking the letter for his personal attention and "Private & Confidential". Each complaint will be acknowledged by us within 5 business days of receipt. Any complaint will receive regular written updates on the progress of our investigations and within 5 business days of the completion of such an investigation you/ your representative will receive, in writing, a report on the outcome of the investigation and details of any recourse available. If the matter is not concluded to your satisfaction, you may contact the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. (For further details see: www.financialombudsman.ie)

Compensation Scheme

Sertus Insurance is a member of the Investor Compensation Company Limited (ICCL) scheme. The maximum level of compensation payable is €20,000 or 90% of the net loss as certified by the Administrator. In addition to the compensation available under the Investor Compensation Act 1998, Sertus Insurance also avails of Professional Indemnity insurance cover.

Governing Law & Language

The laws of Ireland form the basis for establishing relations between you and Sertus Insurance. All contracts, terms, conditions and communications relating to any policies you may enter into with this Company shall be in English.

Signed:



P. Smith
DIRECTOR