

# WATFORD

WATFORD INSURANCE COMPANY EUROPE LIMITED



## FRESH PRIVATE CAR

### MOTOR INSURANCE

**UNDERWRITTEN BY**

WATFORD INSURANCE COMPANY EUROPE LIMITED  
1338 FIRST FLOOR, GRAND OCEAN PLAZA, OCEAN VILLAGE, GIBRALTAR



Policy Document

POLICY UNDERWRITTEN BY WATFORD INSURANCE COMPANY EUROPE LIMITED WHO IS REGULATED BY THE FINANCIAL SERVICES COMMISSION AND AUTHORISED TO CARRY OUT SERVICES IN IRELAND UNDER INCORPORATION NUMBER 112869.

WRIGHTWAY UNDERWRITING LTD. IS REGULATED BY THE CENTRAL BANK OF IRELAND.

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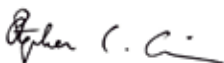
# CONTRACT OF MOTOR INSURANCE

This Policy, the Schedule (including Endorsements), 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. This Contract of Motor Insurance cannot be transferred to anyone else.

We agree to insure You under the terms of this 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.

For and on behalf of Watford Insurance Company Europe Limited.



Steve Quinn  
Director

Watford Insurance Company Europe Limited  
1338 First Floor  
Grand Ocean Plaza  
Ocean Village  
Gibraltar

Watford Insurance Company Europe Limited is regulated by the Financial Services Commission and authorised to carry out services in Ireland under incorporation number 112869. Further details can be found on <http://www.fsc.gi/fsc/home.htm>

## 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 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 which apply.

Please tell Your insurance broker as soon as practicably possible if You have any questions, the cover does not meet Your needs, or any part of Your insurance documentation is incorrect.

This Policy is underwritten by Us and arranged through Wrightway Underwriting Ltd.

## INFORMATION YOU HAVE GIVEN US

In deciding to accept this Policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- (a) treat this Policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium;

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- (i) treat this Policy as if it never existed, refuse to pay any claim and return the premium You have paid, if We would not have provided You with cover;
- (ii) treat this Policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- (iii) reduce the amount We pay on any claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, We will have the right to:

- (1) give You ten (10) days' notice that We are terminating this Policy; or
- (2) give You notice that We will treat this Policy and any future claim in accordance with (ii) and/or (iii), in which case You may then give Us written instructions that You are terminating this Policy. Such instruction will only be effective from the date of receipt and must be accompanied by the Certificate of Motor Insurance and insurance disc.

If this Policy is terminated in accordance with (1) or (2), We will refund any premium due to You in respect of the balance of the Period of Insurance:

## **FRAUD**

If You, or anyone acting for You, makes a claim which is fraudulent and/or intentionally exaggerated and/or where We have been given any documents which are false or stolen, We will not pay any part of Your claim or any other claim You have made or may make under this Policy. In addition, We will have the right to:

- (a) treat this Policy as if it never existed, or at Our option terminate this Policy, without returning any premium that You have paid;
- (b) recover from You any amounts that We have paid in respect of any claim, whether such Claim was made before or after the fraudulent claim; and
- (c) refuse any other benefit under this Policy.

## **CHANGE IN CIRCUMSTANCES**

You must tell Us of You becoming aware of any changes in the information You have provided to Us which happen before or during any Period of Insurance.

You must immediately tell Us about any:

- change of vehicle that You buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to You or any other insured driver of your insured Vehicle;
- change in a driver's health, address or occupation;
- modifications or alterations to the Insured Vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;
- change in use or in the main user of the Insured Vehicle; or
- any other change of material fact. Material facts are those facts which might influence the acceptance or assessment of a proposal by Us. If You are in doubt as to whether a fact is material You should disclose it to Us.

When We are notified of a change We will tell You if this affects Your Policy. For example We may cancel Your Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your Policy or require You to pay more for Your insurance. Failure to disclose material facts:

- could result in Your contract being invalidated/cancelled;
- a claim not being paid;
- difficulty obtaining insurance in the future.

## **CANCELLATION AND COOLING-OFF PERIOD**

### **(a) Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this Policy by notifying Us in writing within fourteen (14) days of either:

- (i) the date You receive this Policy; or
- (ii) the start of Your Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless a claim has been made in which case the full annual premium is due to Us.

### **(b) Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this Policy after the cooling-off period by notifying Us in writing. Such instruction will only be effective from the date of receipt and must be accompanied by the Certificate of Motor Insurance and insurance disc. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless a claim has been made in which case the full annual premium is due to Us.

### **(c) Our Right to Cancel**

We are entitled to cancel this Policy, if there is a valid reason to do so, including, but not limited to:

- (i) any failure by You to pay the premium; or
- (ii) a change in risk which means We can no longer provide You with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation We request, such as details of a claim;

by giving You ten (10) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless a claim has been made in which case the full annual premium is due to Us.

If cancellation is at Your request and during the first Period of Insurance We will deduct an administration charge of €75 from any refund allowed.

## **CHOICE OF LAW**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by Irish law and subject to the exclusive jurisdiction of the courts of Ireland.

The language of this contract of insurance and all communications relating to it will be in English.

## **DATA PROTECTION**

We will hold Your details in accordance with Our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information You supply may be used by Us and Our partners (both inside and outside the European Economic Area) for the purposes of administering Your Policy (including underwriting, processing, claims handling and fraud prevention).

We may share with Our agents and service providers, other insurers and their agents, and with any intermediary acting for You, and with recognised trade, governing and regulatory bodies (of which We are a member or by which We are governed) information We hold about You and Your claims history. This includes the Insurance-Link database and the Insurance Ireland's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to Your physical or mental health or the commission of alleged commission of an offence) to assess the terms of insurance We issue/arrange or to administer claims which arise.

Unless You have advised Us otherwise, We may share information that You provide to companies that We establish commercial links with so We and they may contact You (by email, SMS, telephone or other appropriate means) in order to tell You about carefully selected products, services or offers that We believe will be of interest to You.

You have a right of access to and a right to rectify data concerning You under the Data Protection Acts 1988 and 2003. Should You wish to exercise this right, please write to the Data Protection Officer, Wrightway Underwriting Ltd, Limekiln House, Drinagh, Co. Wexford. To access Your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Wrightway Underwriting Limited. By providing Us with Your information and proceeding with this contract, You consent to all of Your information being used, processed, disclosed, transferred and retained for the purpose of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of the full Data Protection and Privacy Policy is available upon request from Wrightway Underwriting Ltd, Limekiln House, Drinagh, Co. Wexford.

## COMPLAINTS PROCEDURE

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any concerns about the Policy or the handling of a claim please contact:

Complaints Officer  
Wrightway Underwriting Ltd  
Limekiln House  
Drinagh  
Co. Wexford  
Telephone: (053) 916 7100  
E-mail: [info@wrightway.ie](mailto:info@wrightway.ie)

If You remain dissatisfied following referral to the above You may wish to take the complaint further. You can do so at any time by referring the matter to:

Watford Insurance Company Europe Limited  
1338 First Floor  
Grand Ocean Plaza  
Ocean Village  
Gibraltar  
Telephone: 00-350-20074570  
E-mail: [customerservice@watfordins.com](mailto:customerservice@watfordins.com)

If You remain dissatisfied after the Complaints Manager has considered Your complaint, or You have not received a final decision within eight (8) weeks, You can refer Your complaint to the Irish Financial Ombudsman at:

Financial Services Ombudsman (FSO)  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2  
  
Lo Call: 1890 88 20 90  
Telephone: (01) 662 0899  
Fax: (01) 662 0890  
E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)



## **INSURANCE ACT 1936**

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.

## **FINANCE ACT 1990**

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

## **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.

## **GOVERNMENT CHARGES**

The first premium herein includes any such charges.

## **CURRENCY**

It is understood and agreed that the currency of all premiums, sums insured, limits of liabilities and excesses shown in this Policy or Schedule or any subsequent renewal notice or endorsement relating thereto shall be the Euro.

## **SANCTIONS**

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## **REGULATORY INFORMATION**

- Watford Insurance Company Europe Limited is regulated by the Financial Services Commission and authorised to carry out services in Ireland under incorporation number 112869. Further details can be found on <http://www.fsc.gi/fsc/home.htm>
- Wrightway Underwriting Ltd. is regulated by the Central Bank of Ireland.

## CLAIMS ADVICE

There are some important notes that You should be aware of if You are involved in an accident or the Insured Vehicle is stolen.

### ACCIDENT

- Do not admit liability for the accident.
- Give Your name, address and insurance details.
- 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 An Garda Síochána/Police.
- Note the exact location and any relevant road signs and markings.
- Take photos if possible of the damage to both the Insured Vehicle and/or any third party vehicle. Take photos of vehicle positions and road layout.
- Report the incident to An Garda Síochána/Police within 24 hours. In the case of any injury, or possible injury, report the incident immediately.

### THEFT

- Report the theft to An Garda Síochána/Police immediately after becoming aware of the theft and take a note of the garda's/officer's name, number, station and crime book reference number if applicable.
- If You know where the Insured Vehicle is after its theft, make sure that it is safe and secure.

### STEP BY STEP GUIDE TO MAKING A MOTOR CLAIM

- If You have been involved in a motor accident and want to make a claim, You should contact Your insurance broker as soon as practicably possible who will take all the details from You and provide You with a claim form which should be completed and returned to them as soon as possible and without delay.
- Once cover has been confirmed, You will need to get an estimate for repairs.
- If the Insured Vehicle is already in a garage/storage area it is important to ask if You are being charged to hold it there as these costs are not covered under Your Policy. If the Insured Vehicle is a total loss (write off), We can arrange to have it moved free of charge. We may need to have a motor assessor inspect the damaged Insured Vehicle.
- You can appoint Your own motor assessor to inspect the damaged Insured Vehicle and help with the preparation of Your claim, however the costs will be at Your own expense.

- We will notify You of the agreed repair costs and the Insured Vehicle repairs can begin.
- When repairs are complete You will need to send Us the repair bill, We will then issue a settlement cheque less Your Policy Excess (refer to Your Policy Schedule) and VAT if You are registered for same. Payment will be made either directly to You or the repairing garage subject to receipt of a signed satisfaction note.
- You must pay the relevant Excess direct to the repairer when You collect the Insured Vehicle.
- If You are registered for VAT You must pay the VAT direct to the repairer when You collect the Insured Vehicle.
- If the Insured Vehicle is a total loss (write off) or beyond economical repair, Our motor assessor will put a value on the Insured Vehicle based on its condition before the accident (pre-accident value). This value will be offered to You in settlement less Your Policy Excess (refer to Your Policy Schedule), salvage and VAT if You are registered for same. Depending on the salvage category, you may be entitled to retain the salvage.
- We will require the original Vehicle Licensing Certificate (VLC), claim form, a copy of the front and back of Your driving licence, a copy of the National Car Test Certificate (NCT), all keys for the Insured Vehicle and any other requested supporting documentation before We can issue Your settlement cheque.
- We will offer to dispose of the salvage of the Insured Vehicle if You do not wish to retain same.
- Where the Insured Vehicle is stolen and not found, We will send a motor theft claim form for completion and will settle Your claim based on the pre-theft value which Our motor assessor will place on the Insured Vehicle. Again We will require the original Vehicle Licensing Certificate (VLC), the claim form, a copy of front and back of Your driving licence, all keys for the Insured Vehicle, a copy of the National Car Test Certificate (NCT) and any other requested supporting documentation before We can issue Your settlement cheque. In the case of unrecovered theft, 28 days must pass from the date of theft before settlement can be issued.

Terms and conditions may be applied to Your Policy and these will be fully explained by Your insurance broker.

Your No Claims Discount may be affected as a result of a claim on Your Policy. Refer to SECTION 7 – NO CLAIMS DISCOUNT.

Please note that We will retain a record of any claim and may share certain information with other insurers and interested parties, where necessary and appropriate. However, all data is retained and used in accordance with Irish Data Protection Law.

Under the Consumer Protection Code, We are obliged to inform You that claim payments under Your policy may affect future insurance contracts of this type.

## **WINDSCREEN AND WINDOWS**

Details of cover provided are shown in SECTION 4 – WINDSCREEN AND WINDOWS.

## **DEFINITIONS**

The following words or phrases have the same meaning wherever they appear.

### **CERTIFICATE OF MOTOR INSURANCE**

Legal evidence of Your insurance. It is one part of the Contract of Motor Insurance. It shows the Insured Vehicle(s), who may drive it (where 'any authorised driver' is stated, refer to the Schedule for restrictions), what it may be used for and the Period of Insurance.

### **CONTRACT OF MOTOR INSURANCE**

The Policy, the Schedule (including Endorsements) and the Certificate of Motor Insurance and 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 in 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.

### **EXCESS**

The amount You have to pay towards each claim You make under this 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).

### **GEOGRAPHICAL LIMITS**

The Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands. Section 6 – Foreign Travel Cover explains the cover that applies when driving abroad. Unless You ask Us to extend Your cover, and pay any extra premium needed, the cover for using the Insured Vehicle abroad is very restricted. It does not include loss or damage to the Insured Vehicle and, depending on the country concerned, may be very limited with regard to Your legal liability to others.

### **INSURED VEHICLE**

The vehicle(s) shown on the current Schedule and Certificate of Motor Insurance.

## MARKET VALUE

The cost at the date of the accident or loss of replacing the Insured Vehicle, if possible, 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. 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 this Contract of Motor Insurance, as shown on the current Schedule and Certificate of Motor Insurance.

## POLICY

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

## PRIVATE MOTOR CAR

A vehicle that has been registered and taxed as a private motor car in accordance with The Office of Revenue Commissioners vehicle classification Category A and/or EU classification M1.

## PROPOSAL FORM / STATEMENT OF FACT

The document filled in by You or on Your behalf 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 this Contract of Motor Insurance. If You do not give Us full information at the start, and tell Us about changes, the Contract of Motor Insurance may no longer be valid and We may refuse to deal with any claim.

## SCHEDULE

Forms part of the Contract of Motor Insurance and confirms details of You, the Insured Vehicle(s) and the cover which applies. It is one part of the Contract of Motor Insurance.

## WE, OUR, US, INSURER

Watford Insurance Company Europe Limited.

## YOU, YOUR, INSURED

The person named as the Insured on the Schedule or the Certificate of Motor Insurance.

## COVER AND USE

### COVER

The current Schedule shows what You are covered for. The different kinds of cover are:

- Comprehensive (shown as COMP) – Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 apply.
- Third Party Fire and Theft (shown as TPFT) – Sections 1, 2, 5, 6, 7 and 8 apply. Section 4 only applies if shown on Your Schedule.
- Third Party Only (shown as TPO) – Sections 1, 6 and 7 apply.
- Fire and Theft Only (shown as FTO) – Section 2 only.

### USE

This Contract of Motor Insurance only covers You if You use the Insured Vehicle in the way described in Your Certificate of Motor Insurance (under 'Limitations as to Use') and any Endorsements.

# SECTION 1 – LIABILITY TO OTHERS: THIRD PARTY COVER

## WHAT IS COVERED

We will insure You against everything You legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while You are driving, loading or unloading (directly from the Insured Vehicle), or in charge of the Insured Vehicle, if You kill or injure other people. We will also insure You for Your legal liability for damage to their property (including any related indirect loss) up to €30,000,000 and while the Insured Vehicle is towing a trailer or broken-down vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the Insured Vehicle by towing equipment made for this purpose.

## WHAT IS NOT COVERED

- Loss or damage to the Insured Vehicle, trailer or vehicle being towed.
- Any amount above €30,000,000 for damage to other people's property (including any related indirect loss).
- Property or goods belonging to (or in the care of) You or Your passengers or being carried in or on any trailer or vehicle being towed.
- Death or injury to the person driving or in charge of the Insured Vehicle or to any person being carried in or, getting into or out of, or getting onto or off, a trailer or vehicle being towed.
- Loss or damage to any weighbridge, viaduct, road or other surface over which the Insured vehicle is driven, or anything under the surface caused by the weight or vibration of the Insured Vehicle or its load.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the Insured Vehicle or any load spilling from, or shifting in, the Insured Vehicle.
- Legal liability when you are towing any trailer or broken-down vehicle for hire and reward.
- Liability for death, injury or damage when the Insured Vehicle is not on a public road and is in the process of being loaded or unloaded by any person other than You, the driver or attendant of the Insured Vehicle.
- Liability for death, injury or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any of Your employees during the course of their employment.
- Any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle.

## DRIVING OTHER CARS – WHAT IS COVERED

If your Certificate of Motor Insurance says so, we will insure you to drive any Private Motor Car, as defined, that you do not own and have not hired under a hire-purchase or leasing agreement.

## DRIVING OTHER CARS – WHAT IS NOT COVERED

- Legal liability unless your Certificate of Motor Insurance states that you are covered to drive other cars.
- Any loss or damage to the Private Motor Car you are driving.
- Driving without the owner's permission.
- Use of the Private Motor Car outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands.
- Legal Liability which is covered by any other insurance you have to drive the Private Motor Car.
- Any liability under this insurance, if the Insured Vehicle is sold or disposed of or declared a total loss and the owner of the Private Motor Car you are driving has not arranged their own insurance on the Private Motor Car to cover their liability to others. Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Death or injury to the person driving or in charge of the Private Motor Car.
- Any liability under this policy if the Private Motor Car is owned by or in the custody or care of a Motor Trade Business of which you are a member, director, employee or sole trader.
- The Private Motor Car is being used outside the 'limitations as to use' shown in the current motor certificate.

Driving Other Cars cover cannot be used to obtain the release of any vehicle which has been seized by, or on behalf of, any government or public authority

## INSURING OTHERS – WHAT IS COVERED

We will also insure the following people under this Section

- Any person You allow to use the Insured Vehicle as long as Your current Certificate of Motor Insurance says that they can and they are not excluded from driving by an Endorsement shown in the Schedule.
- Any person (other than the person driving) being carried in the Insured Vehicle, provided that such person is being carried in fitted seats which have been permanently and securely installed in the Insured vehicle, or getting onto or off the Insured Vehicle or any person who causes an accident while they are travelling in, or getting in or out of, the Insured Vehicle.



- If anyone covered by the Contract of Motor Insurance dies, We will cover their legal representative to deal with any claims made against the person's estate.
- At the Insured's request their employer or business partner but only in respect of the Insured's negligence while the Insured is driving or using a vehicle on their business, provided the driving and use is permitted by the Certificate of Motor Insurance.

## INSURING OTHERS – WHAT IS NOT COVERED

- Legal liability if Your current Certificate of Motor Insurance does not cover the person using the Insured Vehicle, or if the person using the Insured Vehicle is excluded from driving or holding a valid licence, or using the Insured Vehicle as a result of the General Exclusions, General Conditions and any Endorsements.

## COSTS OF 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 caused by an accident that is covered under this Contract of Motor Insurance.

- The solicitor's fees 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 or an insured driver against a charge of manslaughter or causing death by dangerous driving.

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

## COSTS OF LEGAL REPRESENTATION – WHAT IS NOT COVERED

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

## EUROPEAN UNION (EU) COMPULSORY COVER – WHAT IS COVERED

We will provide the minimum insurance necessary to allow You to use the Insured Vehicle:

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

## EUROPEAN UNION (EU) COMPULSORY COVER – WHAT IS NOT COVERED

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

Please also refer to Section 6 – Foreign Travel Cover.

## SECTION 2 – FIRE AND THEFT

### WHAT IS COVERED

We will cover You for loss or damage to the Insured Vehicle, and its standard accessories, that is caused by fire, lightning, explosion, theft or attempted theft.

### WHAT IS NOT COVERED

- Any vehicle which is not the Insured Vehicle and any loss or damage, if You do not have cover under this Section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for You not being able to use the Insured Vehicle, any delay where We have to get new parts or accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason.
- Any other indirect loss.
- Any extra parts or accessories beyond the amount You have insured the Insured Vehicle for.
- Loss or damage if You have not taken care to protect the Insured Vehicle, (see 'Care of the Vehicle' under the General Conditions), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossessing the Insured Vehicle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the Insured Vehicle or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the Insured Vehicle being taken or driven by a person who is not an insured driver but is a member of the Your family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by You or any person driving the Insured Vehicle with Your permission.

- Malicious damage.
- Any additional damage resulting from the Insured Vehicle being moved by You after a fire or theft.
- Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- Tools of trade, personal belongings, child seats, documents or goods.
- Fitted entertainment equipment other than standard as manufactured.
- Keys, remote control or security devices (whether lost or stolen) other than covered under Section 5 – Replacement of Locks and Fire Brigade Charges.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment and detachable navigational equipment.
- VAT if You are registered.
- The amount of Excess of every claim which is shown in Your Schedule.
- Any amount in excess of €150 for towing as a result of an accident.

## **SECTION 3 – ACCIDENTAL DAMAGE (EXCLUDING FIRE AND THEFT)**

### **WHAT IS COVERED**

We will cover You against loss or damage to the Insured Vehicle and its standard accessories provided there is evidence that an impact has occurred, and spare parts subject to the exceptions listed below.

Our liability under this section shall not exceed the Market Value of the Insured vehicle immediately before the loss of or damage to the Insured Vehicle

### **WHAT IS NOT COVERED**

Any loss or damage that is not covered, under the Section 2 – Fire and Theft, except for malicious damage. We also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless You have taken care to stop damage happening and have followed the manufacturer's instructions to avoid liquid freezing in the Insured Vehicle.
- Loss or damage arising from the Insured Vehicle being filled with the wrong fuel, or from the use of substandard or contaminated fuel, lubricant or parts.

- Any vehicle which is not the Insured Vehicle and any loss or damage, if You do not have cover under this Section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for You not being able to use the Insured Vehicle, any delay where We have to get new parts or accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason.
- Any other indirect loss.
- Any extra parts or accessories beyond the amount You have insured the Insured Vehicle for.
- Loss or damage if You have not taken reasonable care to protect the Insured Vehicle, (see 'Care of the Vehicle' under the General Conditions), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossessing the Insured Vehicle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the Insured Vehicle or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the Insured Vehicle being taken or driven by a person who is not an insured driver but is a member of the Your family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by You or any person driving the Insured Vehicle with Your permission.
- Any additional damage resulting from the Insured Vehicle being moved by You after a fire or theft.
- Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- Tools of trade, personal belongings, child seats, documents or goods.
- Fitted entertainment equipment other than standard as manufactured.
- Keys, remote control or security devices (whether lost or stolen) other than covered under Section 5 – Replacement of Locks and Fire Brigade Charges.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- VAT if You are registered.
- The amount of Excess of every claim which is shown in Your Schedule.
- Any amount in excess of €150 for towing as a result of an accident .

## SETTLING CLAIMS – SECTIONS 2 AND 3

### THEFT

We will treat the Insured Vehicle as stolen if it has not been recovered 28 days after You reported the theft to Us. It must still be missing when We pay Your claim.

You must report the theft to An Garda Síochána/Police nearest to the location as soon as the theft is discovered and provide Us with all the documentation We ask for together with all keys for the Insured Vehicle, as soon as possible. If the Insured Vehicle is stolen and You later get it back, or discover where it is, You must tell Us as soon as practicably possible.

### REPAIRS AFTER AN ACCIDENT

We will pay the reasonable cost of protecting the Insured Vehicle and getting an authorised agent to take it to the nearest suitable repairer or another safe place if You cannot drive the Insured Vehicle after an accident or theft, subject always to a maximum of €150. We will not pay the costs of any transport outside the Republic of Ireland unless We agree to do so first. If We think that the estimate for repairing the Insured Vehicle is unreasonable, We may ask for it to go to another repairer and may move the Insured Vehicle to the repairer of Our choice. We may arrange a safe place to keep the Insured Vehicle while it is waiting to be repaired or otherwise dealt with.

You must not remove the Insured Vehicle if this could cause further damage, (We will not pay for damage caused as a result of this.) You must obtain our permission before ordering any new part or accessory or before paying for any transport outside the Republic of Ireland.

### SPARE PARTS CLAUSE FOR JAPANESE OR FAR EASTERN IMPORTS

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

### HOW WE MAY PAY YOUR CLAIM

We may:

- Pay for the damage to be repaired; or
- Give You an amount to replace the lost or damaged Insured Vehicle or item; or
- Replace the Insured Vehicle or any item.

## THE MOST WE WILL PAY

We will pay the lesser of the following:

- The Market Value of the Insured Vehicle just before the loss or damage happened less the Excess (with no additional payments for standard accessories or spare parts) less salvage, if applicable; or
- The amount which You insured the Insured Vehicle for less the Excess; or
- The cost of repairing the Insured Vehicle less the Excess.

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

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

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

## TOTAL LOSS (WRITE OFF)

If We choose to pay You the Market Value of the Insured Vehicle or the amount You insured it for, You must send Us the Certificate of Motor Insurance and Insurance Disc alongwith the original Vehicle Licensing Certificate (VLC), claim form, a copy of the front and back of Your driving licence, a copy of the National Car Test Certificate (NCT) if the Insured Vehicle needs one, all keys for the Insured Vehicle and any other requested supporting documentation We ask for before We can issue Your settlement cheque.

Once You accept Our offer or We have paid a claim (or both), this Contract of Motor Insurance ends, and the Insured Vehicle becomes Our property. We will not refund any unused premium.

## FINANCIAL INTEREST

If the Insured Vehicle is part of a hire purchase or leasing agreement, or belongs to someone else, We will settle Your claim to the legal owner in the event of a total loss. When We pay them the claim will be settled. In certain circumstances the payment will be made jointly in favour of You and the interested financial organisation.

## SECTION 4 – WINDSCREEN AND WINDOWS

### WHAT IS COVERED

If You have cover under this section, We will pay for replacement or repair in respect of any one claim for accidental breakage to the Insured Vehicle's windscreen or windows. Windows are deemed to include the front, back and side windows but exclude sunroofs, panoramic roofs, mirrors and lights. If this is the only damage You are claiming for, Your No Claims Discount will not be affected.

If You use All Glass, our Approved Windscreen Replacement Agents (1890 201212) we will pay up to;

- €100 for repair or €400 for replacement subject to a €30 excess payable to All Glass.

If You use any another windscreen replacement or repair agent we will pay up to;

- €150 for a replacement subject to a €30 excess.

The most we will pay is €400 in any one Period of Insurance.

### WHAT IS NOT COVERED

- Any loss or damage if You do not have cover under this Section.
- Damaged or broken glass to vehicles that are temporarily covered.
- Damage caused by your own deliberate act.
- Any amount exceeding:  
€100 for repair or €150 for replacement by any other windscreen replacement agent or €400 for replacement by All Glass, Our Approved Windscreen Replacement Agent.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the Insured Vehicle, is affected.
- VAT if You are registered.
- €30 excess on all replacements.
- Any amount exceeding €400 in any one Period of Insurance.

## **SECTION 5 – REPLACEMENT OF LOCKS AND FIRE BRIGADE CHARGES**

### **REPLACEMENT OF LOCKS**

We will pay up to €500 towards to cost of replacing and fitting door and boot locks, the ignition/steering lock and electronic locking mechanisms to the Insured Vehicle where the keys or lock transmitter of the Insured Vehicle are stolen from Your or the insured driver's house, or any other building, boat or caravan where You or the insured driver is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible and violent means.

#### ***Exception to this Benefit***

- We will not be liable in respect of any claim arising where the keys or lock transmitter have been stolen by deception or fraud, or stolen by a member of Your or the insured driver's family.
- We will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to An Garda Síochána as soon as practicably possible upon discovery.

### **FIRE BRIGADE CHARGES**

In respect of any event which may be the subject of cover under this Policy We will also pay all charges levied by a fire authority in accordance with the provision of the Fire Services Act 1981 subject to a limit of €385 in respect of any one claim.

## **SECTION 6 – FOREIGN TRAVEL COVER**

### **COVER PROVIDED**

The full cover provided by this Policy also applies whilst the Insured Vehicle is being used:

- In any other member country of the European Union;
- and
- In any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive of Insurance of Civil Liabilities arising from the use of Motor Vehicles (No. 72/166/CEE).

Provided that the period of foreign travel does not exceed 30 days from the date of leaving the Republic of Ireland.

For foreign travel in excess of 30 days from the date of leaving the Republic of Ireland the cover provided is limited to the minimum requirements of the relevant law of that country.



In the event of Us having to pay any amount which We would not have been liable to pay, but for the provisions of such law, You must repay all such amounts to Us.

Subject to the payment of the appropriate additional premium We will provide the cover stated in the Schedule in respect of the Insured Vehicle for an agreed period while the Insured Vehicle is being used in any of the countries specified above.

## CUSTOMS DUTY

Provided that liability arises directly from loss or damage covered by this Policy, We will cover You against liability for the enforced payment of customs duty in any country to which the Policy applies. Our liability shall not exceed the Market Value of the Insured Vehicle prevailing in the Republic of Ireland on the date of the enforcement or the estimated value of the Insured Vehicle (as last advised to Us) whichever is the less.

## BAIL BONDS

If, as a direct result of an accident in Spain which is or may become the subject of cover under this Policy:

- The person driving the Insured Vehicle with Your authority at the time of the accident is detained
- or
- The Insured Vehicle is impounded by the competent authorities

and a guarantee or monetary deposit is required for their release We will provide such guarantee or deposit not exceeding €1,275 in all. Immediately the guarantee is released or the deposit becomes recoverable You or the person driving must comply with all necessary formalities and give Us any information and assistance that may be required to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against You or the person driving, You must repay such amounts to Us on demand.

## TRANSIT

The cover provided by this Policy also applies while the Insured Vehicle is in transit by:

- road, rail, inland waterway, lift or elevator
- sea (and during the process of loading and unloading incidental thereto) between any ports in countries to which the Policy applies.

## SECTION 7 – NO CLAIMS DISCOUNT

If this is a yearly contract, and You do not claim under this insurance and You have not been involved in an accident which has or may result in a claim against You, We will give a discount from Your renewal premium.

If the insurance covers more than one Insured Vehicle, the No Claims Discount will apply separately for each Insured Vehicle.

No Claims Discount does not apply to fleet policies.

You cannot transfer your No Claims Discount to anyone else.

We will reduce or remove Your No Claims Discount if We make any payment whatsoever, even if the accident is not Your fault, other than fire and/or theft claims, unless We get the money back from someone else. We may withhold the No Claims Discount in full or in part if there are any claims that have not been settled. If We recover all Our money, or We have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

In event of a single claim (other than one fire or theft) occurring in any Period of Insurance, Your No Claims Discount entitlement will be reduced by two years at next renewal. If more than one claim (other than one fire or theft) occur in any Period of Insurance, Your No Claims Discount is reduced to nil. In addition, any claim payment for Windscreen breakage will be paid without impact on Your No Claims Discount entitlement.

If more than two claims occur in any consecutive three year period, Your No Claims Discount entitlement will be reduced by three years for each additional claim.

Your No Claims Discount will not be affected by payments made solely in relation to emergency treatment where the law says We must pay.

## PROTECTED NO CLAIMS DISCOUNT

If you pay an extra premium you can protect your no claims discount if:

- You do not claim more than once during the period of Insurance

This benefit will stop if:

- You make more than one claim during the period of Insurance; or
- You no longer qualify for this benefit.

Protecting Your No Claims Discount does not protect against a premium rise.

## REVISED RENEWAL - LATE NOTIFICATION OF CLAIM

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in the Renewal Invitation Schedule, we may at our option recall the original Renewal Invitation Schedule issued and replace it with a revised Renewal Invitation Schedule reflecting the correct No Claim Discount entitlement. The revised renewal premium due is payable on renewal of the policy

## SECTION 8 – REBATE FOR LAYING UP

If notice is given to Us that the Insured Vehicle is to be laid up and out of use (other than as a result of loss or damage which may be the subject of cover under this Policy) third party liability cover can be suspended.

The current Certificate of Motor Insurance and Insurance Disc must be returned to Us and suspension of third party liability cover will only be effective from the date these documents are received by Us. If the period of suspension is more than thirty consecutive days We will refund to You a sum equal to seventy-five per cent of the rateable proportion of the premium for such period provided there are no known losses reported under the Policy.

## SECTION 9 – NEW FOR OLD

### ***Comprehensive Cover Only.***

If, within twelve months from the date it was first registered as new by You and has not travelled more than 24,000 Kilometres, the Insured Vehicle is;

- (a) damaged to an extent greater than 60% of the manufacturer's list price at the time of damage or
- (b) stolen and not recovered

We will at Your request and subject to the consent of any other party whose interest is noted on the Policy, replace the Insured Vehicle with a new vehicle of the same make and model, if available.

If a replacement of the same make, model and specification is not available, the most We will pay is:

- the market value of the Insured Vehicle and its fitted accessories and spare parts at the time of the loss or damage or
- the manufacturer’s retail price of the Insured Vehicle when You bought it less 10%; whichever is higher.

## **SECTION 10 – MEDICAL EXPENSES AND PERSONAL ACCIDENT BENEFIT**

***Comprehensive Cover Only.***

### Medical Expenses

We will reimburse to You the cost of medical treatment to You or to any occupant of the Insured Vehicle in connection with any bodily injury caused by violent accidental external and visible means in direct connection with the Insured Vehicle.

The liability of the Insurer under this Benefit is limited to €200.00 in respect of any one person injured.

### Personal Accident Benefits

(This Benefit does not apply where the Insured is a Company or Firm)

If You or Your spouse or partner who permanently resides with the Insured sustains bodily injury by violent, accidental, external and visible means in direct connection with the Insured Vehicle or whilst travelling in or getting into or out of the Insured Vehicle, We will pay the benefits set out below provided that within three months, the injury is the sole cause of:

- (a) Death ..... €2,600.00
- (b) Total and irrecoverable loss of sight of an eye ..... €2,600.00
- (c) Loss by severance of a hand or foot ..... €2,600.00

Payment will be made to the injured person or to their legal personal representatives.

### Limit of Benefits

- (a) The maximum amount payable to any one person following any one incident is €2,600.00
- (b) If You or Your spouse have any other motor insurance with Us. payment will be made under one policy only.

## Exceptions to this Benefit

We shall not be liable to make any payment in respect of death of or bodily injury to any person:

- (a) due to suicide or attempted suicide
- (b) affected (temporarily or otherwise) by alcohol, drug or solvent abuse
- (c) due to a criminal act
- (d) taking part in racing or speed testing
- (e) with a psychiatric illness or mental disorders including stress or stress related illness
- (f) who lives permanently outside the Republic of Ireland.

## SECTION 11 – BREAKDOWN ASSISTANCE

***Comprehensive Cover Only.***

### Breakdown Assistance

#### ***Benefits***

MAPFRE ASSISTANCE on Our behalf will provide You with the following benefits:

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

MAPFRE ASSISTANCE (the assistance company) will arrange and pay for the benefits set out thereafter.

- One hour's free labour at the roadside if the Insured Vehicle can be repaired in situ.
- Towing the Insured Vehicle to the nearest garage capable of effecting repairs or to a garage of Your choice, whichever is closer.
- Somebody to assist You including any driver who is driving the Insured Vehicle as specified on the Certificate of Motor Insurance, and who is driving with Your knowledge and consent and who is a resident of the Republic of Ireland in the event of a breakdown at Your home.

### Labour

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

## Completion of Journey within Ireland

If repairs cannot be repaired in situ, and has broken down away from home, the assistance company can arrange and pay for:

Onward transportation for You and Your passengers home or to Your intended destination within the territorial limits.(maximum covered €31/ Stg£31 per person, €127 /Stg£127 in total)

Or

Use of a Class A replacement car for up to 48 hours while repairs are carried out. (limited to class A vehicle)

Or

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

## Message Relay

The assistance company will pass on two urgent messages for You.

In the event of the Insured Vehicle being repaired, the assistance company will provide the cost of public transportation for You to collect the Insured Vehicle.

## Theft of Insured Vehicle within Ireland

In the event of the theft of the Insured Vehicle, which has been reported to Us and An Garda Síochána/the Police and not recovered within 24 hours, the assistance company will provide a replacement car for up to five days or to when the Insured Vehicle is recovered, whichever is soonest.

## Completion of Journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, the assistance company will provide a replacement car for up to 48 hours, subject to a monetary limit of Stg£100.

If the Insured Vehicle cannot be repaired before departure date, the assistance company will cover the cost of towing the Insured Vehicle to the port You are leaving from subject to a monetary limit of Stg£250.

MAPFRE ASSISTANCE Roadside Assistance is a 24 hour 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 assistance company at the time of the request for assistance. You should be aware that the cover provided will be at their discretion as not all options are available at all times. For example, 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 MAPFRE ASSISTANCE Roadside Assistance Helpline:

Republic of Ireland 091 501608

Northern Ireland & UK 00 353 91 501608

Please have the following information available when You call:

- Your exact location
- the registration number of the Insured Vehicle.
- Your policy number
- a telephone number where You can be contacted
- a description of the problem

MAPFRE ASSISTANCE are responsible only for the cost of providing benefits available through Our Breakdown Assistance. If You make Your own arrangements You will not be reimbursed.

## Conditions

1. No benefit shall be payable unless the assistance 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 an Garda Síochána/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 assistance company.
4. In the event of cancellation of the Policy by You, no return of premium shall be allowed in respect of the assistance portion of the premium.
5. Territorial limits of cover is the Island of Ireland, England, Scotland and Wales.
6. Vehicles eligible for assistance will be restricted to Private Cars or Car Derived Vans to 3.5 tonnes in laden weight and are 15 years and under at the time of taking out this Policy.
7. To be eligible for assistance, You 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. Car Hire insurance is the responsibility of the Insured.
9. You must be with the Insured Vehicle when the repairer arrives. If You are not with the vehicle and Our repairer cannot assist, any subsequent assistance will be at Your own cost.
10. The assistance company may refuse assistance in circumstances where a driver is clearly intoxicated or the Insured Vehicle is in an inaccessible or off road location or cannot be transported safely or legally or without hindrance using a standard transporter/equipment.
11. If the assistance company have to make a forced entry to the Insured Vehicle because You are locked out, You must sign a declaration, which confirms that We are not responsible for the damage.
12. Cover is not applicable if the Insured Vehicle has been modified for or is taking part in racing, trails or rallying.
13. The Insured Vehicle shall at all times be maintained in a good mechanical and road worthy condition and be regularly serviced.
14. The assistance company will use their best endeavours to recover Your vehicle; however they cannot attempt to recover the Insured Vehicle if modifications or customization on the vehicle results in the recovery process being impeded. These types of modifications include but are not limited to wheel arches, wheel sizes, front and rear bumper height and alterations to manufacturer's original vehicle ride height.
15. The assistance company shall not be liable 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.
16. The language used in this and all other documents relating to this policy is English. All future communications both verbal and written will be in English.
17. 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.
18. If You cancel an assistance, You are not eligible for another call out for that assistance.
19. Breakdown Assistance cover is limited to a maximum of 3 Assists in any 12 month policy term. After the 3rd Assist, Your Breakdown Assistance becomes void



## Exceptions

The assistance company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the Insured 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 Insured Vehicle on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by You.
5. For the cost of repairing the Insured Vehicle other than outlined in the benefit, 'Labour' above.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore the Insured Vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the Insured Vehicle.
8. For any breach of this section of the Policy or failure on the assistance company's 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.
9. For assistance as a result of running out of fuel or use of incorrect fuel.
10. For any winching costs or specialist equipment. For example, any vehicle or equipment used (other than a standard recovery vehicle) which is required to move the Insured Vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the Insured Vehicle has been recovered to a suitable location, normal service will be provided.
11. For claims arising from loss of or damage to contents of the Insured Vehicle.
12. The assistance company will not cover punctures where no serviceable spare wheel or tyre is available.

# GENERAL EXCLUSIONS

These General Exclusions apply to the whole of this Contract of Motor Insurance and describe the things which 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.

This Contract of Motor Insurance does not cover claims arising from any of the following:

1. Any accident, injury, loss or damage that happens while the Insured Vehicle is being:
  - Used for a purpose which it is not insured for;
  - Driven, used 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, used or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
  - Driven, used or in the charge of anyone who does not meet the terms and conditions of their driving licence;
  - Driven, used or in the charge of anyone when Insured Vehicle is in an unsafe or un-roadworthy condition. (You may be asked to provide details to show the Insured Vehicle was regularly maintained and kept in good condition);
  - Driven, used or in the charge of anyone when Insured Vehicle is without a current National Car Test Certificate (NCT);
  - Driven, used or in the charge of anyone when Insured Vehicle is in any way breaching/ not compliant with any Security requirements imposed by an Endorsement;
  - Used to carry passengers or goods in a way likely to affect the safe driving and control of the Insured Vehicle;
  - Used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the Insured Vehicle;
  - Used in or on restricted areas of airports, air fields 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 this Contract of Motor Insurance.
4. Any use connected with the motor trade, unless this use is described in the Certificate of Motor Insurance (under Limitations as to Use).
5. Hiring out the Insured Vehicle for reward.
6. Racing of any description or being used in any contest, competition, rally or speed trial.

7. The Insured Vehicle being used on any form of race track or off-road activity.
8. Any accident, injury, loss or damage caused directly or indirectly by:
  - War invasion acts of foreign enemies hostilities or warlike operations (whether war declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military insurrection rebellion revolution military or usurped power or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts.
  - Civil commotion in Northern Ireland.
  - Confiscation or nationalisation or requisition or destruction of property by or any order of any government or public or local authority.
  - Any act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

or any action taken in controlling preventing, suppressing or in any way relating to any of the above.

If We allege that by reason of this exclusion any loss damage costs or expense of whatsoever nature is not covered by this insurance, the burden of proving the contrary shall be upon You.

- Earthquake;
  - Ionising radioactive or radioactive contamination from nuclear fuel, nuclear waste, or any risk from nuclear combustion or equipment;
  - Pressure waves caused by aircraft and other flying objects; or
  - Carrying any hazardous substances or goods.
9. Any liability, loss or damage that happens outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands unless they result from using the Insured Vehicle in a country which We have agreed to extend this insurance to cover (see Section 6 – Foreign Travel Cover).
  10. Any proceedings brought against You outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands unless they result from using the Insured Vehicle in a country which We have agreed to extend this insurance to cover (see Section 6 – Foreign Travel Cover).
  11. Any liability, injury, loss or damage resulting from anything sold, transported or supplied by You or on Your behalf.

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

- Pollution

or

- Contamination

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

- Sudden
- Identifiable
- not deliberate, and
- unexpected

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

13. We shall not be liable for loss, damage, costs and expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion an "act of terrorism" means an act, including but not limited to the use of the force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This Contract of Motor Insurance also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14. The cover provided by this Policy shall be restricted to Third Party Only in respect of any claim arising where You or any other person entitled to be covered under this Policy is convicted or has a conviction pending whilst being under the influence of drink or drugs whilst driving.

15. This Policy excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

a. the loss of, alteration of or damage to

or

b. a reduction in the functionality, availability or operation of:

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer or non-computer equipment that results from malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, logic bomb or trojan horse.

## GENERAL CONDITIONS

***The following General Conditions apply to the whole of this 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, or the Contract of Motor Insurance is cancelled. If You do not meet the terms and conditions of this Contract of Motor Insurance, or the Contract of Motor Insurance is cancelled, it could make the cover invalid or mean We may refuse to pay Your claim.***

## 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 let Us know immediately. If You are not sure whether You need to tell Us about certain facts, You should give Us the information anyway, or contact your insurance broker for advice. You should keep a record of the information You give in relation to this Contract of Motor Insurance. If You did not or do not give full and accurate information, this Contract of Motor Insurance may be invalid and We may refuse to deal with any claim You might make.

This insurance will only apply if:

- You have kept to all the terms and conditions, including any Endorsements of this Contract of Motor Insurance;

and

- All the information You have given and upon which the contract is based is correct and complete.

## NOTIFICATION OF CLAIMS

Please refer to the section giving Claims Advice on page 8 and the section on Settling Claims under Sections 2 and 3 on page 19.

You must do the following after any accident, injury, loss or damage, whether a claim is to be made or not as soon as practically possible, but where possible no later than the end of the next working day.

- Ring Your insurance broker to advise of the incident. If You do not tell them about incidents which might result in claims, We may not pay Your claim;
- Forward a fully-completed claim form after the accident or loss whether You are to blame or not;
- Forward unanswered, every letter, claim, writ, claim form, summons, impending prosecution or other documentation relating to the accident or loss You receive;
- Inform Us as soon as You become aware of 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.

Do not discuss any claim unless You have Our permission to do so in writing;

Do not do anything to harm Our interests (such as admitting liability or negotiating a settlement) without Our written permission.

## DEALING WITH CLAIMS

We can:

- take over, defend or settle any claims in Your name or that of any other person insured by this 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 this Contract of Motor Insurance, to get back money We have paid under this Contract of Motor Insurance, and
- ask for any information, help and co-operation We need from You or any other person insured by this Contract of Motor Insurance.

## RIGHT OF RECOVERY

If any law of any country which this 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 You must repay the amount paid to Us.

If We have refunded any premium following cancellation, We can take any money You owe from any payment We make.

## CARE OF THE VEHICLE

The Insured Vehicle must be covered by a valid National Car Test Certificate (NCT) if it needs one by law.

You or any other person covered by this insurance must take all practical precautions to avoid loss of or damage to the Insured Vehicle, for example, remove it to a safe place as soon as possible if it breaks down. You or any other person covered by this insurance should also take all care of the keys to the Insured Vehicle to prevent them being lost or stolen.

You or any other person covered by this insurance must always take the keys out of the ignition and remove them completely when the Insured Vehicle is left at any time whatsoever (regardless of whether the vehicle is still within sight) and make sure that no belongings are left on display. You or any other person covered by this insurance should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. Endorsements may apply to Your cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases We will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the Insured Vehicle is left unattended.

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

You or any other person covered by this insurance must do the following:

- Protect the Insured Vehicle from loss or damage.
- Keep the Insured Vehicle in an efficient and road worthy condition, including ensuring that the tyres are appropriate for the type of Insured Vehicle and the tread depths comply with the legal limit. (You may be asked to provide details to show the Insured Vehicle was regularly maintained and kept in good condition.)
- Not move or drive the Insured Vehicle in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.

- Not move or drive the Insured Vehicle after an accident, fire or theft if to do so may cause additional damage.
- Allow Us to examine the Insured Vehicle at any practical time.

## OTHER INSURANCE

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

## CAR SHARING

When the insured vehicle is being used as part of a car sharing or pooling arrangement and the insured receives contributions towards the cost of such journeys, we will not consider it to be using the insured vehicle for hire or reward as long as:

- (a) the insured vehicle is not built or adapted for more than eight passengers;
- (b) the insured is not carrying passengers as a business; and
- (c) the total contributions the insured receive do not mean that the insured financially profits from this arrangement.



# ENDORSEMENTS

**Note:** The following endorsements only apply if they are stated as being applicable on the Schedule.

## ENDORSEMENT NUMBER 1 - Windscreen and Windows

If You use All Glass, our Approved Windscreen Replacement Agents (1890 201212) we will pay up to;

- €100 for repair or
- €400 for replacement subject to a €30 excess payable to All Glass

If You use any another windscreen replacement or repair agent we will pay up to;

- €150 for a replacement subject to a €30 excess

The most we will pay is €400 in any one Period of Insurance

## ENDORSEMENT NUMBER 2 - Protected No Claims Discount

If you pay an extra premium you can protect your no claims discount if:

- You do not claim more than once during the period of Insurance.

This benefit will stop if:

- You make more than one claim during the period of Insurance; or
- You no longer qualify for this benefit.

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**POLICY UNDERWRITTEN BY WATFORD INSURANCE COMPANY EUROPE LIMITED WHO IS REGULATED BY THE FINANCIAL SERVICES COMMISSION AND AUTHORISED TO CARRY OUT SERVICES IN IRELAND UNDER INCORPORATION NUMBER 112869.**

**WRIGHTWAY UNDERWRITING LTD. IS REGULATED BY THE CENTRAL BANK OF IRELAND.**